AGENCY

GRANTEE COPY

GRANT AGREEMENT REFERENCE:

NAME: City of **Everett Animal Shelter**
PROJECT: **Sanitation and Operations Expenses**
AMOUNT: **$12,000.00**
GRANT NUMBER: **2017-0778**
GRANT TERM: **August 14, 2017 - August 14, 2018**
ASPCA GRANT OFFICER: **Tami McReynolds, DVM**

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

August 14, 2017

Ms. Glynis Frederiksen
Everett Animal Shelter
333 Smith Island Rd
Everett, WA 98201

Dear Ms. Frederiksen,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Everett Animal Shelter (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of $12,000.00 (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: Sanitation and Operations Expenses (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 the signed original contract, including all pages. 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
Signed Contract		October 14, 2017
Final Report		August 14, 2018

The Grantee shall communicate with Tami McReynolds, DVM (tami.mcreynolds@aspca.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds.

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at aspcapro.org/grants.

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 tami.mcreynolds@aspca.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. <u>Use of Grant Funds</u>. 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	August 14, 2017	$12,000

Please note that payment is contingent upon our receipt of the signed contract, including all pages of the Agreement and original signature on the Agreement, from you. The ASPCA will not advance Grant funds until all required documents have been received and reviewed. Please return the originally executed agreement as soon as possible in order to expedite payment.

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA ("Sanitation and Operations Expenses"). The Project shall also include the following:

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a "Funded Position"). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds ("Funded Contractor"). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded

Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

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 agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

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. Glynis Frederiksen (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Tami McReynolds, DVM (tami.mcreynolds@aspca.org) monthly to review and evaluate the progress of the Project.

The Grantee agrees that if any grant funds are used to purchase food for a gathering of individuals, including at conferences, trainings and other events sponsored by the ASPCA, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. "Welfare-certified meat products" shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit http://www.aspca.org/take-action/help-farm-animals/finding-higher-welfare-products.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

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.

Jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Additional logos and badges can be found here: http://aspcapro.org/badges. Instructions regarding links to the ASPCA's website can be found at this URL: http://www.aspca.org/about-us/linking-policy.

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. Social media tips are provided on Schedule 3.

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A GRANT FROM THE ASPCA®

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A GRANT FROM THE
ASPCA®

2017
GRANT
PROUD RECIPIENT
ASPCA
WE ARE THEIR VOICE

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. Unspent Grant Balance. If the Grantee anticipates not spending or committing to spend the full grant amount within the Grant Term, the Grantee may request an extension to allow for more time to complete the Project without requesting additional funds. To request an extension, the Grantee must provide the following 30 days prior to the grant end date or earlier: 1) a brief (2-3

sentence) explanation for why the extension is necessary, 2) any proposed changes to the Project budget line items, if applicable, and 3) a proposed new end date for the grant. The request should be emailed to the Grant Officer and grants@aspca.org.

The ASPCA, in its sole discretion, may approve the extension request and extend the grant term to a date different from the Grantee's proposed new end date. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

8. 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.

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

10. 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.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

SIGNATURE PAGE BELOW

GRANT NUMBER: 2017-0778
GRANT AMOUNT: $12,000.00

Sincerely,
THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

_____
Sarah Levin Goodstine
Senior Vice President of Operations

OR

_____
Julie Morris
Senior Vice President
Community Outreach

OR

_____
Michael Barrett
Vice President
ASPCA Grants

ACCEPTED AND AGREED:

GRANTEE:

CITY OF EVERETT
a Washington municipal corporation

By _____
Ray Stephanson, Mayor

APPROVED AS TO FORM: _____
James D. Iles, City Attorney

ATTEST: _____
Sharon Fuller, City Clerk

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. We will be in touch with further instructions.

- 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 Award Letter** – 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.
- **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. Narrative text entry and/or upload.
- **Financial Report/Receipts** – a comprehensive list of expenditures for which grant money had 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. Receipts and/or invoices should be uploaded when appropriate.. Narrative text entry and/or upload.
- **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. Narrative text entry for captions plus uploads.
- **Press Information** – links to or uploads of press releases, clips or links showing recognition of the ASPCA's grant for your project. You can also include stories, anecdotes, quotes, and social media posts that could be used for promotional purposes including human interest stories with accompanying photos. Narrative text entry and/or upload.
- **Progress Report** – an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.
- **Signed Amendment** – occasionally the purpose or amount of a grant will change during the grant term. In some cases, this will require a signed amendment to the contract.
- **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.

Schedule 2: Press Release Template (Optional)

Your Organization's Logo Here

[DATE]

Media Contact: [NAME]
[PHONE] / [EMAIL]

Headline

Subheader

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

"Compelling opening statement about a problem," said Spokesperson, title. "Quote that includes more information about how the funding will assist in impacting animals." (Example: "Many families have sadly had to part with their pets in recent years as a result of the economic downturn," observes Jane Doe, director of shelter operations. "These funds will help expand our safety net program in order to keep more families together.")

Optional quote from the ASPCA (must contact ASPCA Media Department ***press@aspca.org****)*

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

About [Organization]

History and background of your organization.

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Schedule 3: Social Media Tip Sheet for Grantees

Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren't already using social media, here are three of the most compelling reasons to do so:

- ***The potential reach of social media is immense***. In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you're reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.
- ***Social media tools are free***. There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide *pro bono* assistance in promoting your organization's work with these tools.
- ***Brevity is a virtue***. In the social media realm, lengthy appeals can be counterproductive – usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There's no need to use every available social media platform – choose only the one(s) that best fit your organization's communication style.

ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your group to attract more followers. We encourage you to publicize your funded project – and if you do, please loop in your grant officer to let him/her know!

Connect with us...

...on **Twitter** at **@aspca and @aspcapro**
Using the **#aspcagrants** hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twitterverse to catch wind of your success, whether or not they're already followers.

...on **Facebook** at **facebook.com/aspca** and **facebook.com/ASPCApro**
Becoming a "fan" of ours and creating a "fan" page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you'll "like" us!

...on **YouTube** at **youtube.com/ASPCA** and **youtube.com/ASPCApro**
Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA's channel and see how other animal welfare organizations are using YouTube to bring their efforts to life.

Resources

- **ASPCAPro Resource Library** (http://www.aspcapro.org/resource-library) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
- ***The Social Animal*** (http://www.thesocialanimal.com/) – A blog focused on helping animal welfare advocates use social media tools to accomplish their mission more effectively.
- ***Beth Kanter's Blog*** (http://www.bethkanter.org/) – A blog focused on helping nonprofits use social media and other digital tools to achieve social change.

Grant

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
$12,000 Grant from the American Society for the Prevention of Cruelty to Animals for Sanitation and Operations Expenses at No Cost to the City

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Parks/Animal Services
Contact Person	Glynis Frederiksen
Phone Number	425-257-6013
FOR AGENDA OF	September 6, 2017

Initialed by:
Department Head _____
CAA dh
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
333 Smith Island Road		ASPCA Grant – Sanitation and Operations Expenses 9-6-2017	Parks/Animal Services, Legal, Administration

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s): 151
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The American Society for the Prevention of Cruelty to Animals (ASPCA), a nonprofit organization, is one of the largest funders of animal welfare programs in the United States. The ASPCA's Northern Tier Shelter Initiative grants are provided to qualified animal sheltering organizations, tribal authorities and government entities that care for homeless animals and advance animal welfare within seven states in the northern United States.

The ASPCA has approved a $12,000 grant to Everett Animal Services to be used to purchase shelter sanitation equipment and associated operating supplies. The sanitation equipment will be used throughout the shelter's animal housing areas to decrease the frequency of disease and improve the health of the animals.

The grant will be deposited into the Fund for Animals (Fund 151), a cumulative reserve fund that provides funds to benefit animals. A budget amendment will be requested in the future to incorporate the gift and its expenditures.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the $12,000 grant from the American Society for the Prevention of Cruelty to Animals for sanitation and operations expenses at no cost to the City.

Council approved on 9/6/2017 S7