

AN ORDINANCE      2013 - 11 - 21 - 0798

**APPROVING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE ACCEPTANCE OF FUNDS IN AN AMOUNT UP TO \$10,000.00 FROM THE BEST FRIENDS ANIMAL SOCIETY FOR THE PROVISION OF SPAY/NEUTER SERVICES FOR A ONE YEAR TERM.**

\*           \*           \*           \*           \*

**WHEREAS**, in September 2013, Best Friends Animal Society awarded Animal Care Services (ACS) a \$10,000.00 grant; and

**WHEREAS**, the funds will provide spay and neuter services to the 78212 zip code area (Brackenridge Park location); and

**WHEREAS**, ACS is requesting that the City accept these funds and collaborate with PetShotz, a local spay/neuter business, to provide these services; and

**WHEREAS**, if accepted, this grant would allow the City to help control the stray cat population by spaying/neutering nearly 200 feral cats; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The submission of a grant application to the Best Friends Animal Society is hereby approved. The City Manager or her designee or the Director of the Animal Care Services Department or her designee is authorized to accept upon award \$10,000.00 from the Best Friends Animal Society for the provision of spay/neuter services for a one year term. A copy of the grant application which is incorporated herein for all purposes is on file with the Animal Care Services Department.

**SECTION 2.** The City Manager or her designee or the Director of the Animal Care Services Department or her designee is further authorized to execute any and all necessary documents to effectuate said acceptance including a grant agreement which is attached hereto in substantially final form and incorporated herein for all purposes as **Attachment I**.

**SECTION 3.** Funds generated by this ordinance will be deposited and appropriated into Fund 29837000, Internal Order 837000000008 and General Ledger 4502220.

**SECTION 4.** The amount of \$10,000.00 is appropriated for this ordinance in Fund 29837000, Internal Order 837000000008, General Ledger Accounts to be determined and the Fiscal Year 2014 Budget is amended to reflect this change. The budget which is attached hereto and incorporated herein for all purposes as **Attachment II** is approved.

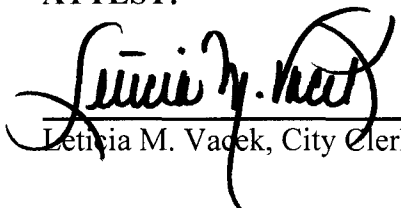
**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

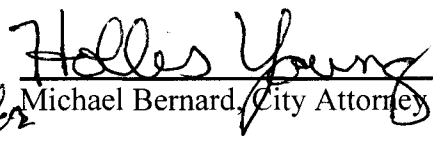
PASSED AND APPROVED this 21st day of November, 2013.

  
M A Y O R  
Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Michael Bernard, City Attorney

<b>Agenda Item:</b>	20 ( in consent vote: 5, 6, 7, 8, 10A, 10B, 11, 12, 13, 14, 15, 16B, 19, 20, 21, 22, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 40, 41, 42, 43, 44, 45, 46 )
<b>Date:</b>	11/21/2013
<b>Time:</b>	12:17:52 PM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance approving the submission of grant application to Best Friends and authorizing the acceptance of funds in an amount up to \$10,000.00 from the Best Friends Feral Cats Spay/Neuter Grant for a one year term. [Erik Walsh, Deputy City Manager; Kathy Davis, Director, Animal Care Services]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Carlton Soules	District 10		x				



---

5001 Angel Canyon Road • Kanab, Utah 84741-5000 • (435) 644-2001 • www.bestfriends.org

## 2013 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 Texas Municipal Corporation and has submitted a grant application 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: City of San Antonio Animal Care Services

EIN # 17-4600207

This is a one-time grant in the amount of: \$10,000.00

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 Friday, August 30, 2013.
- The period of this grant project is one year. All funds must be spent by August 30, 2014.

#### Use of Grant Funds

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

A minimum of 250 TNR in San Antonio, TX zip code 78212.

## B. Grant Reports

Recipient agrees to provide Best Friends with quarterly progress reports 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	1st Report	2nd Report	3rd Report	Final Report
Sept. 1, 2013	Nov. 30, 2013	Feb. 28, 2014	May 30, 2014	Aug. 30, 2014

Reports shall be submitted on forms provided by Best Friends. Each report will cover ***cumulative totals from the start of the grant project through the report date*** 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. 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 males and females of:
  - Dog adoptions
  - Puppy adoptions (up to 5 months of age)
  - Dog spay/neuter (including totals of dogs pregnant or in heat)
  - Puppy spay/neuter
  - Cat adoptions (including totals of puppies pregnant or in heat)
  - Kitten adoptions (up to 5 months of age)
  - Cat spay/neuter (including totals of cats pregnant or in heat)
  - Kitten spay/neuter (including totals of kittens pregnant or in heat)
- Major grant accomplishments
- Problems encountered and how they were resolved
- Other project feedback and anecdotal observations

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

Network Partner agrees that it 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 96 hours 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 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.

#### **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. Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Best Friends' 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 or unknown, that may result as a result of Recipient's work, participation and activities related to this program or grant.

**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 are perpetual. The Non Disparagement clause survives for three years following the last disbursement from BFAS to Recipient.

**Proprietary Information**

It is not anticipated that Recipient will have access to BFAS proprietary information as a result of this grant Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any BFAS proprietary information, specifically including donor and/or member lists, Recipient will notify BFAS and return said information. To the extent allowed by law, Recipient agrees that it will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

**Other**

These contract terms bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees the releases 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 Texas. Any disputes arising out of or related to this Agreement will be resolved in a Texas State Court of competent jurisdiction in Bexar County, Texas.

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

**Recipient**

Organization:

By:

*[electronic signature of authorized representative]*

Name:

Title:

Date:



**Best Friends Animal Society**

By: Ellen Gilmore

*[electronic signature of authorized representative]*

Name: Ellen Gilmore

Title: Manager, Best Friends No More Homeless Pets Network

Date: August 19, 2013