



Grant Agreement Reference:

NAME: **Fort Bend County**

PROJECT: **COVID-19 Emergency Relief**

AMOUNT: **\$ 30,000**

GRANT NUMBER: **202011-28113**

GRANT EFFECTIVE DATE: **11/24/2020**

GRANT EXPIRATION DATE: **03/31/2021**

GRANT ACCOUNT LOGIN: <https://aspca.fluxx.io>

November 24, 2020

KP George

Fort Bend County Animal Services 401 Jackson Street

Richmond, TX 77469

Dear KP George,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to Fort Bend County (the “Grantee,” and together with the ASPCA, the “Parties” and each a “Party”) the amount of \$ 30,000 (the “Grant”). These funds are designated for the purpose as provided in Grantee’s Fluxx grant request and as further described in this agreement (the “Agreement”) and, if applicable, its amendments: COVID-19 Emergency Relief (the “Project”).

Unless otherwise noted in the Agreement, the ASPCA shall issue the Grant payment to the Grantee within approximately two weeks of the date of Grant approval. By accepting the Grant payment, the Grantee represents and warrants that Grantee agrees to meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to 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. Grant Requirements.

The ASPCA shall pay the Grant to the Grantee upon execution of this Agreement.

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA that pertain to “COVID-19 Emergency Relief”.

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.

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.

Grant Reporting:

The Grantee must submit a Final Report (the "Final Report") to provide the ASPCA with information about the Project and to ensure the Grant was used as described in this Agreement.

Final Grant Reports must be submitted by **April 14, 2021** (the "Final Report Due Date") through an airtable form or other platform prescribed by the ASPCA. ASPCA shall provide Grantee with information on how and where to submit their Final Grant Report by or before the Termination Date. Grantees that fail to submit required documentation by the Final Report Due Date may jeopardize future grants and/or grant payments.

No Grant Extensions:

Extension requests will not be considered for the Final Report Due Date or the Grant Expiration Date. 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.

Ad Hoc Requirements:

The ASPCA may request additional information regarding the Project at any time. Upon such a request, the Grantee must provide the requested information in a timely manner. Such additional information may include but is not limited to receipts, photographs, and press information.

2. Compliance with the Law and Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations including but not limited to all applicable federal, state, and local employment laws, regulations, and rules.

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.

3. License. Each Party hereby grants to the other Party a license to use the Party's name and trademarks on materials directly related to the activities of the Project and/or the Grant.

All use of the ASPCA name and trademarks must comply with the ASPCA's style guide. "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®".

4. Acknowledgement of ASPCA Support. In consideration of the grant, the Grantee may publicly acknowledge that the Project was made possible through a generous Grant from the ASPCA. If the Grantee chooses to make an acknowledgment, Grantee shall submit any acknowledgements that include the ASPCA's name or trademarks to grants@aspca.org for review and approval prior to 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 acknowledgements shall be instituted by the Grantee without the prior written approval of the ASPCA. 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.

A suggested press release template and social media tips are attached hereto as **Schedule 1** and **Schedule 2**. For further assistance regarding recognition of the Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspca.org.

5. Records. The Grantee will keep accurate books and records with respect to the Grant in accordance with Generally Accepted Accounting Principles (GAAP) and business practices. 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 (3) 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.

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 or any expended Grant funds deemed to have been misappropriated per the terms of this Agreement.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds. All such determinations by the ASPCA under this **Section 6** will be final, binding and conclusive upon the Grantee.

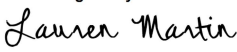
7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. 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.

By accepting the Grant funds, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

Sincerely,

THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

DocuSigned by:

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Lauren Martin
Deputy General Counsel

Schedule 1: Press Release Template

Your Organization's Logo Here

FOR IMMEDIATE RELEASE



[TODAY'S DATE]

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

[Organization Name] Receives [AMOUNT] ASPCA Relief & Recovery Grant *Funding will help to save more animal lives throughout the COVID-19 Pandemic*

[CITY NAME], [STATE]—[ORGANIZATION NAME] has been awarded a [AMOUNT] grant from the ASPCA® (The American Society for the Prevention of Cruelty to Animals®) as part of its national [ASPCA Relief and Recovery Initiative](#), which includes providing a minimum of \$2 million in critical funding for animal welfare organizations whose programs, operations, or fundraising capabilities have been severely impacted by the COVID-19 crisis. The grant will help [ORGANIZATION NAME] fund essential lifesaving services such as [EXAMPLES INCLUDE: BASIC OPERATIONS, SAFETY NET PROGRAMS, ADOPTIONS AND FOSTERING PROGRAMS, VETERINARY CARE], which are proving to be crucial animal welfare services during the COVID-19 pandemic.

“Compelling opening statement about a problem,” said **Spokesperson, Title**. “Quote that includes more information about how the funding will assist animals.”

(Example: “Many families have sadly had to part with their pets in recent years as a result of the economic downturn,” said Jane Doe, Executive Director of ABC Animal Shelter. “These funds will help expand our safety net program in order to keep more families together.”)

[Please feel free to use this ASPCA quote in your release] “In addition to the unprecedented challenges the COVID-19 pandemic has created for people, it is also putting animals at risk by straining essential owner and shelter resources,” said **ASPCA President and CEO Matt Bershadker**. “Considering the vital role pets play in our lives – especially in times of crisis and stress – it’s extremely important to safeguard their welfare as much as we can, and we are grateful to the animal welfare community for stepping up, thinking creatively and courageously, and forging new paths to meet this need. Through the ASPCA Relief & Recovery Initiative, we are helping animals stay healthy and safe as we weather this crisis together.”

INCLUDE INFORMATION HERE ABOUT:

- HOW YOUR ORGANIZATION WILL USE THE GRANT FUNDING
- ANY SPECIFIC INFORMATION ABOUT HOW YOUR ORGANIZATION IS HELPING ANIMALS DURING THE COVID CRISIS
- A BRIEF, COMPELLING, EMOTIVE BUT CONCISE ANECDOTE ABOUT A SPECIFIC ANIMAL YOUR ORGANIZATION HAS ASSISTED

For more information about [ORGANIZATION NAME], please visit [ORGANIZATION WEB SITE URL].

About [Organization]

History and background of your organization.

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Schedule 2: 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 send notice to grants@aspcapro.org!

Connect with us...



...on **Twitter** at **@aspcapro** and **@aspcapro**
Using the **#aspcagrats** 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/aspcapro** 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/ASPCAPro** 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2020-701623

Date Filed:
 12/28/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The American Society for the Prevention of Cruelty to Animals
 New York, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202011-28113
 Grant funding - general operating expenses

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-701623

Date Filed:
12/28/2020

Date Acknowledged:
01/06/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The American Society for the Prevention of Cruelty to Animals
New York, NY United States

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Fort Bend County

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202011-28113
Grant funding - general operating expenses

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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)