



Greenville County Animal Care

Helping People Help Animals

Date: July 1, 2020

From: Shelly Simmons, CAWA
Division Manager for Animal Care

To: Ruth Parris
Budget Director

CC: Paula Gucker, Assistant County Administrator

Re: *HSUS #SpayTogether Spay/Neuter Grant*

Greenville County Animal Care was awarded a \$3,090 as part of a spay/neuter stimulus fund administered by the Humane Society of the United States that provides subsidy support grants to shelters and clinics affected by COVID-19. With these funds, Greenville County Animal Care will be able to provide 96 free spay and neuter surgeries to our under-served communities in Greenville County.

This grant-funding request does not require a matching grant from the County.

#SpayTogether Grant Agreement

The Humane Society of the United States (the “HSUS”) approves a grant to the entity set forth below (the “Grantee”), which is made under the terms and conditions set forth in this grant agreement (the “Agreement”).

Grantee Information		
Grantee Name:	Greenville County Animal Care, Greenville County, South Carolina	
Grant Funds Awarded:	\$3,090.00	
# of Spay/Neuter Surgeries to be Performed	46 Dogs	50 Cats

Terms and Conditions

As a condition of receiving the grant funds set forth above (the “Grant Funds”), Grantee agrees as follows:

- 1. Grant Purpose.** Pursuant to its charitable mission and through its collaboration with the #SpayTogether initiative, the HSUS seeks to advance the cause of animal protection by supporting local shelters and veterinary clinics coping with a lack of resources and backlog of unaltered animals due to the COVID-19 pandemic. To that end, Grantee shall use the Grant Funds to further the charitable purpose of spaying/neutering cats and dogs who are either shelter animals, pets owned by members of the public, or feral/community animals being managed through an organized trap-neuter-return program. Within the scope of the foregoing, Grantee shall use the Grant Funds solely to perform, at minimum, the type and number of spay/neuter surgeries set forth in the “Grantee Information” section above, in accordance with the grant application (the “Application”) submitted by Grantee to the HSUS and this Agreement (the “Grant Purpose”). The Grant Funds are provided to Grantee solely for the Grant Purpose, and Grantee shall not use the Grant Funds for any other purpose unless prior written approval has been received from the HSUS.

Initial: _____

2. Grantee Representations.

- (a) For Grantees that are 501(c)(3) Organizations.** Grantee represents that Grantee is currently recognized by the Internal Revenue Service (the “IRS”) as a charitable organization under § 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and a public charity under § 170(b)(1)(A)(vi) or § 509(a)(2) of the Code.
- (b) For Grantees that are Non-501(c)(3) Organizations.** Grantee represents that Grantee is either (i) a municipal agency authorized to receive grants from § 501(c)(3) charitable organizations, or (ii) a federally recognized American Indian or Alaska Native tribe or related tribal organization. Grantee represents and warrants that all Grant Funds will be used exclusively for charitable purposes within the meaning of § 501(c)(3) of the Code.

(c) For All Grantees. Grantee shall inform the HSUS immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax status as set forth in this Agreement. Grantee expressly agrees that any change in Grantee's tax status will permit the HSUS, at its sole discretion, to terminate this Agreement and require the return of the Grant Funds. Further, Grantee represents that (i) all information contained in the Application is true and correct, to the best of Grantee's knowledge and belief; and (ii) prior to the execution of this Agreement, Grantee has notified the HSUS of any "Covered Officials" (as such term is defined in the Lobbying Disclosure Act, 2 U.S.C. § 1601 *et seq.*) currently serving on its leadership team or board of directors.

Initial: _____

3. Grant Period and Disbursement of Funds. Disbursement of the Grant Funds shall be made following Grantee's execution of this Agreement and the HSUS's receipt from Grantee of all documentation related to the administration of the Grant Funds as may be required by the HSUS, in its sole discretion. Grantee shall have three (3) months from the date on which Grantee receives the Grant Funds to use the Grant Funds in accordance with the terms of this Agreement (the "Grant Period"). The Grant Period shall not be extended without prior written approval from the HSUS.

Initial: _____

4. Prohibited Uses of Funds. Grantee shall not engage in any activity on behalf of the HSUS that may jeopardize the HSUS's status as a nonprofit charity qualified to receive tax-deductible contributions under § 501(c)(3) of the Code. Without limiting the generality of the preceding sentence, no Grant Funds shall be used to (a) lobby or otherwise attempt to influence legislation at any level of government, either through efforts to influence legislators themselves, or through efforts to influence the views of Grantee's members or the general public on legislative matters; (b) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (c) for any purpose other than the Grant Purpose.

Initial: _____

5. Reversion of Funds. Unless Grantee has obtained prior written approval from the HSUS for any variance, any portion of the Grant Funds not used for the Grant Purpose or not spent in accordance with the terms of this Agreement shall be returned to the HSUS. Further, any unexpended Grant Funds remaining at the end of the Grant Period shall be returned to the HSUS.

Initial: _____

6. Recordkeeping, Reporting, and Inspection.

(a) Grant Reporting. Grantee agrees to provide the HSUS with periodic grant reports ("Grant Reports"), as set forth in the document entitled *#SpayTogether Grant Reporting Requirements* provided by the HSUS to Grantee with this Agreement and incorporated herein by reference. Grantee shall obtain prior written approval from the HSUS if Grantee is unable to provide one or more Grant Reports as provided therein. In addition to the Grant Reports, Grantee agrees that the HSUS may request, in its sole discretion, interim updates on Grantee's progress and/or receipts and other documents substantiating expenditures. Grantee agrees to comply with any such requests in a timely manner.

(b) Recordkeeping & Inspection. Grantee shall keep books and records satisfactory to the HSUS related to Grantee's performance under this Agreement, and Grantee shall maintain copies of any such records and the Grant Reports for a period of at least three (3) years after the Grant Period ends. Grantee hereby grants permission for one or more members of the HSUS's staff to monitor and conduct a review of operations under this Agreement, which may include site visits, records and materials reviews, and discussions of programs and finances with Grantee's personnel.

Initial: _____

7. Public Acknowledgement. Grantee agrees to credit the #SpayTogether coalition in any press releases, presentations, media coverage, or announcements resulting from Grantee’s use of the Grant Funds. Grantee also agrees to cooperate with the #SpayTogether coalition on publicity surrounding its activities and with the HSUS’s efforts to highlight the programs it funds in the HSUS’s publications and publicity materials and on the HSUS’s website and social media pages (e.g., Facebook, Twitter, Instagram, etc.).

Initial: _____

8. Anti-Terrorism. Grantee expressly confirms and certifies that (a) Grantee does not directly or indirectly engage in, promote, or support any terrorist activity; (b) Grantee is not included on any lists of terrorist organizations compiled by the United States government or any other national or international body; and (c) Grantee does not knowingly employ people whose names appear on such government watch lists.

Initial: _____

9. Future Funding. Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of the HSUS to continue funding beyond the terms listed in this Agreement.

Initial: _____

10. The HSUS’s Compliance. The foregoing conditions comply with the HSUS’s obligations under applicable law to make reasonable efforts and establish adequate procedures to see that the Grant Funds are spent solely for the Grant Purpose, and to obtain full and complete records on how the Grant Funds have been expended. Changes in applicable law, regulations, or rules may require the HSUS to request more detailed reports or additional measures. Grantee agrees to cooperate with any such requests from the HSUS.

Initial: _____

By executing this Agreement, Grantee agrees to be bound by the terms and conditions set forth above.

Grantee: COUNTY OF GREENVILLE

By: _____
Herman G. Kirven, Chairman
Greenville County Council

By: _____
Joseph M. Kernell
County Administrator

ATTEST:

Regina McCaskill
Clerk to Council