

**SUBJECT: ACCEPTING AND APPROPRIATING \$21,500.00 FROM THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AND APPROVING THE SCOPE OF WORK AND BUDGET FOR THE QUALITY OF LIFE PROJECT.**

**AGENDA OF: March 4, 2025**

<b>ASSEMBLY ACTION:</b>
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**AGENDA ACTION REQUESTED:** For information only.

Route To	Signatures
Originator	Jessica gonzalez
Department Director	<div style="text-align: right;">2 / 19 / 2025</div> X      M i c h a e l B r o w n <hr/> <small>Signed by: Mike Brown</small>
Finance Director	<div style="text-align: right;">2 / 20 / 2025</div>  Recoverable Signature X      C h e y e n n e H e i n d e l <hr/> <small>Signed by: Cheyenne Heindel</small>
Borough Attorney	<div style="text-align: right;">2 / 21 / 2025</div> X      N i c h o l a s S p i r o p o u l o s <hr/> <small>Signed by: Nicholas Spiropoulos</small>
Borough Manager	<div style="text-align: right;">2 / 21 / 2025</div> X      M i c h a e l B r o w n <hr/> <small>Signed by: Mike Brown</small>
Borough Clerk	<div style="text-align: right;">2 / 21 / 2025</div> X      L o n n i e M c K e c h n i e <hr/> <small>Signed by: Lonnie McKechnie</small>

**ATTACHMENT (S) :** Fiscal Note  
 Grant Agreement - (6 PAGES)  
 Ordinance Serial No. 25-020  
 Resolution Serial No. 25-015

**SUMMARY STATEMENT:** The Department of Animal Care & Regulation received notice of a grant award in the amount of 21,500.00 from The American Society for the Prevention of Cruelty to Animals. There is no required local match for this reward. This funding will be used to purchase supplies for Rescue Foster Programs and equipment and toys for the dog yard. With the purchase of new,

easy-to-maintain equipment the shelter will be able to continue the mission of lowering the fear, anxiety, and stress in the shelter animals. The new equipment will allow volunteers to disinfect the equipment and toys, providing a healthy environment for the animals and volunteers.

With the purchase of supplies for the Rescue Foster Program, the shelter will be able to support groups that assist in meeting the needs of injured animals and bottle-fed babies.


**RECOMMENDATION OF ADMINISTRATION:** Adopt the legislation as presented.

**MATANUSKA-SUSITNA BOROUGH**

**FISCAL NOTE**

Agenda Date: March 4, 2025

SUBJECT: ACCEPTING AND APPROPRIATING \$21,500.00 FROM THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AND APPROVING THE SCOPE OF WORK AND BUDGET FOR THE QUALITY OF LIFE PROJECT.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <b>YES</b> NO
AMOUNT REQUESTED \$21,500.00	FUNDING SOURCE Grant
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 435.000.000 3xx.xxx	PROJECT # 10189
VERIFIED BY:  X <u>L i e s e l W e i l a n d</u> Signed by: L i e s e l W e i l a n d	

**EXPENDITURES/REVENUES:**

(Thousands of Dollars)

OPERATING	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
<b>TOTAL OPERATING</b>						

CAPITAL						
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REVENUE						
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**FUNDING:**

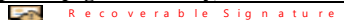
(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	215					
<b>TOTAL</b>	215					

**POSITIONS:**

Full-Time						
Part-Time						
Temporary						

**ANALYSIS: (Attach a separate page if necessary)**

APPROVED BY:	 X <u>C h e y e n n e H e i n d e l</u> Signed by: C h e y e n n e H e i n d e l
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**Grant Agreement Reference:**

NAME: **Matanuska-Susitna Borough Animal Care and Regulation Shelter**  
PROJECT: **Quality of Life Proposal**  
AMOUNT: **\$ 21,500**  
GRANT NUMBER: **202408-32041**  
GRANT EFFECTIVE DATE: **11/08/2024**  
GRANT EXPIRATION DATE: **11/30/2025**  
ASPCA GRANT OFFICER: **Tricia Sebes**  
ASPCA GRANT MANAGER: **Jami Heying**

November 13, 2024

Mike Brown  
350 E. Dahlia Ave.  
Palmer, AK 99645

Dear Mike Brown,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to Matanuska-Susitna Borough Animal Care and Regulation Shelter (the “Grantee,” and together with the ASPCA, the “Parties” and each a “Party”) the amount of \$ 21,500 (the “Grant”). These funds are designated for Quality of Life Proposal, as described in the Grant request, the Grant Request Documents, and, if applicable, its amendments (the “Project”) and subject to the terms of this agreement (the “Agreement”).

The ASPCA shall issue the Grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By accepting the payment, 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 Grant Effective Date listed above (the “Effective Date”):

**1. Grant Requirements.** 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 acknowledges and agrees that any proposed changes to the Project, including, but not limited to, the Project goals and objectives, the use or purpose of funds, the distribution of funds across approved budget items, or any other substantive changes to the Project shall be fully approved by the Grant Officer and memorialized with an amendment to the Agreement prior to initiating any such changes.

Unless Grantee is expressly exempt from this requirement (e.g. as an agency or instrumentality of government), it shall meet the ASPCA Grantee Organizational Standards (the “Standards”), attached hereto as **Schedule 1**. If Grantee does not meet the standards by the Effective Date, the ASPCA may, in its sole discretion, grant additional time for the Grantee to come into compliance with the Standards. If additional time is granted, Grantee shall have 12-months or until the Expiration Date, whichever is sooner, to comply with the requirements and provide proof of compliance as a part of its required reporting.

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.

For projects that include grant funds used to purchase food for a gathering of individuals, 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.

Grant Reporting:

The Grantee must submit reports (the “Grant Reports”) to provide the ASPCA with information about the Project and to ensure the Grant is being used as described in this Agreement. Grant Reports shall be due per the following schedule:

Report Type	Due Date
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NTSI Final Report

12/14/2025

The Grantee acknowledges it may be subject to additional reporting requirements as assigned by its ASPCA Grant Officer and set forth in the Grant record in Fluxx (the “Additional Reporting”). Additional Reporting shall be submitted as a part of the regular Grant Reports.

Grantees that fail to submit required documentation by the Final Report Due Date may jeopardize future grants and/or grant payments.

#### Grant Extensions:

Extension requests will not be considered for the Final Report Due Date. However, should the Grantee need a Grant extension due to unforeseen delays in the Project timeline, Grantee may request an extension by emailing [grants@aspc.org](mailto:grants@aspc.org) before the Grant Expiration Date. The ASPCA shall review the Grantee’s request and may grant an extension to the Grant term. 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.

#### Ad Hoc Requirements:

The ASPCA may request additional information regarding the Project. 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.

The ASPCA may choose to conduct site visits of the Grantee’s location(s). The Grantee must provide the ASPCA with access to such locations at a date and time mutually agreed upon by the Parties.

**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.

Grantee will not use and will require any subgrantee or contractor not to use Grant funds in violation of U.S. Export Controls, directly or indirectly (i) to pay for or provide to governments or Persons located in Embargoed Countries or any Person on the Denied Persons List goods, technology or services; (ii) to finance, approve, support or facilitate the provision of goods, technology or services to governments of or Persons located in Embargoed countries or Persons on the Denied Persons List; or (iii) to conduct any transaction of any kind with a Person on the SDN List.

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 Project acknowledgements that include the ASPCA's name or trademarks to [press@aspca.org](mailto:press@aspca.org) for review and approval 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 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.

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](mailto:press@aspca.org) or visit <https://www.aspcapro.org/media-and-promotional-materials-aspcar-grant-recipients> for press release templates, logos, and other media materials.

**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:  
*Lauren Martin*

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Lauren Martin

Vice President, Deputy General Counsel

## Schedule 1

### ASPCA Grantee Organizational Standards



- Must have at least 4 board members
- Majority of the board must be independent<sup>1</sup>
- Chairperson and Treasurer shall not be compensated
- Business registration must be current/active in the Grantee's state of incorporation
- Charitable registration must be current/active in the state of the Grantee's primary location  
**(for grants =>\$25,000)**
- No overdue reports for any ASPCA grants, if applicable
- No overdue balances on prior grants, if applicable

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<sup>1</sup> This means that fewer than half of Grantee's Board members may be paid employees and/or family members or close relatives.