

**GEORGIA DEPARTMENT OF AGRICULTURE
DOG AND CAT STERILIZATION PROGRAM
GRANT AGREEMENT**

This Agreement (hereinafter “Agreement”), effective this 23rd day of June, 2022, is made between the Georgia Department of Agriculture (hereinafter “Department”), located at 19 Martin Luther King, Jr. Dr., S.W., Atlanta, Georgia 30334, and **Effingham County Animal Shelter** (hereinafter “Grantee”), located at **307 Hwy 119 S, Springfield, GA 31329**.

WHEREAS, O.C.G.A. § 4-15-1 authorizes the Georgia Commissioner of Agriculture to establish a dog and cat reproductive sterilization support program and directs the Department to utilize moneys placed in a special fund for the implementation, operation, and support of such program;

WHEREAS, Grantee has submitted an application to the Department to receive grant funds from the dog and cat reproductive sterilization support program for the spaying and neutering of Georgia dogs and cats pursuant to the Dog and Cat Sterilization Grant Program Rules, GA. Comp. R. & Regs. Rules 40-13-14-.03; and

WHEREAS, the Department wishes to grant funds for the spaying and neutering of dogs and cats in Georgia to Grantee pursuant to the Dog and Cat Sterilization Grant Program Rules, GA. Comp. R. & Regs. Rules 40-13-14-.03.

NOW, THEREFORE, in consideration of the benefits and duties contained herein, the parties hereby agree as follows:

1. Award of Grant Funds.

- a. The Department awards Grantee a one-time grant of **\$5,000.00** for the spaying and neutering of Georgia dogs and cats.
- b. The Department will issue a grant check to Grantee by August 1, 2022.
- c. Said grant check must be deposited by the Grantee within thirty (30) calendar days of Grantee’s receipt thereof.
- d. Grant funds must not be used for spay or neuter procedures performed prior to Grantee’s receipt of the grant check.
- e. Grantee must use the grant funds for sterilization procedures only.
- f. Grantee must not use grant funds for capital, administrative expenses, or for procedures that are not directly related to sterilization surgery. For example, grant funds must not be used for promotions, vaccinations, testing, licensing, food, medicine, and/or other medical procedures.

2. Grant Term. Grantee must ensure that all sterilization procedures are performed within twelve (12) months of Grantee’s receipt of the grant check or by no later than July 1, 2023.

3. Description of Grant Project.

- a. Grantee agrees to perform sterilization procedures on Georgia dogs and cats.

- b. All spay and neuter procedures must be performed by a Georgia veterinarian. Said veterinarian must be licensed and listed on the Veterinary Collaboration Letter attached to the Grantee's Grant Application. Collaborating veterinarians cannot be substituted without the prior consent of the Dog and Cat Sterilization Program administrator.
- c. Grantee understands and agrees that all procedures must be performed in a humane manner and pursuant to the American Veterinary Medical Association (AVMA) guidelines.

4. Procedures to be Provided. Grantee will utilize the grant funds awarded herein to provide the amount of sterilization procedures outlined in the Grantee's Grant Application.

5. Follow Up Report/Final Progress Report.

- a. Grantee must complete a "Grant Follow-Up Report" or a "Final Progress Report" and return said report to the Department upon completion of the sterilization procedures detailed in paragraph 4 above.
- b. The report must be completed and submitted on forms made available by the Department.
- c. The report must be sent via confirmed email, certified mail, or statutory overnight delivery to:

Georgia Department of Agriculture
Attention: DCSP Grant Manager - Room 112
19 Martin Luther King, Jr. Drive, S.W.
Atlanta, Georgia 30334
Email: DCSP@agr.georgia.gov

- d. The report must be delivered to the Department before August 1, 2023.
- e. Failure to timely complete and return the report will result in Grantee's ineligibility to receive grant funds under the Department's next dog and cat reproductive sterilization support program grant.

6. Reimbursement. Grantee will be required to reimburse the Department for any and all grant funds awarded to Grantee if the Department determines that:

- a. Grantee used grant funds for anything other than to pay for sterilization procedures;
- b. Grantee has breached or otherwise failed to comply with any term or condition of this Agreement;
- c. Grantee failed to comply with or is otherwise not in compliance with the Dog and Cat Sterilization Grant Program Rules and Regulations, GA. Comp. R. & Regs. Rules 40-13-14, *et seq.*;
- d. Grantee is charged with, or convicted of, animal cruelty or inhumane care; and/or
- e. Grantee fails to timely complete and return the "Grant Follow-up Report" or "Final Progress Report" as required.

7. Return of Funds. Grantee must return all unexpended funds to the Department within thirty (30) days of the end of the Grant Term. Said funds must be delivered to:

Georgia Department of Agriculture
Attention: DCSP Grant Manager - Room 112
19 Martin Luther King, Jr. Drive, S.W.
Atlanta, Georgia 30334

- 8. Termination.** This Agreement may be terminated by the Department if the Department determines that Grantee has failed to comply with any term or condition of this Agreement.
- a. The Department may also terminate this Agreement for any of the following:
 - (1) Any substantial violation of the Animal Protection Act - for example, a humane care violation, O.C.G.A. § 4-11-10(3);
 - (2) Any substantial violation of any applicable federal, state, or local law, rule, regulation, or ordinance – for example, an animal cruelty violation, O.C.G.A. § 16-12-4;
 - (3) Any misuse of grant funds.
 - (4) Any false or misleading statement on the grant application.
 - (5) Failure to complete the procedures identified in paragraph 4 above; or
 - (6) If Grantee becomes insolvent or subject to a bankruptcy proceeding during the grant term
 - b. The Department may take one or more of the following actions after giving thirty (30) days written notice of termination to Grantee:
 - (1) Withhold further and/or future grant awards from the dog and cat reproductive sterilization support program.
 - (2) Deny Grantee participation in future dog and cat reproductive sterilization support program grants.
 - (3) Require distributed grant funds be returned or reimbursed to the Department; and/or
 - (4) Take any and all other available legal remedies.
 - c. The Department is not liable for any costs incurred by Grantee in contemplation of this Agreement, such as promotion of the grant program, startup costs, overhead, or other costs associated with the performance of the grant. The Department will also not be liable for any such costs in the event of termination of this Agreement.
- 9. Compliance with Applicable Law.** Grantee must comply with the Georgia Animal Protection Act, O.C.G.A. § 4-11-1, *et seq.*, and Departmental Rules and Regulations, GA. Comp. R. & Regs. Rules 40-13-13, *et seq.*, as well as all applicable local, state, and federal laws, rules, regulations, and ordinance at all times
- 10. Notification of Violation or Animal Cruelty.** Grantee must immediately notify the Department if any adverse action is taken against Grantee’s Animal Shelter License, local business license, or professional license, if applicable. Grantee must also immediately notify the Department if Grantee or any of its agents are charged with, or found guilty of, animal cruelty or inhumane care as defined by O.G.G.A. § 16-12-4 and Departmental Rule 40-13-13-.01(14), respectively.
- 11. Grant Accounting.** Grantee must maintain records and accounts consistent with generally accepted accounting principles and must provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursement of and accounting for grant project funds. Expenditures and supporting documentation relating to this grant must be adequate to permit an accurate and expeditious audit. Grantee must allow Department officials and/or the Georgia Department of Audits access to its records regarding use of grant funds, sterilization procedures, and other related records.

- 12. Records.** Grantee must retain records throughout the grant term and for one (1) calendar year following expiration of the grant term. Records required to be kept include, but are not limited to, the type of animal, procedure performed, date of sterilization procedure, veterinarian performing said procedure, outcome, and name/address/phone number of the animal's owner, if applicable. Grantee must allow Department personnel and/or the Georgia Department of Audits access to its records regarding use of grant funds, sterilization procedures, and other related records.
- 13. Site Visits.** Grantee must allow Department personnel to perform a site visit(s) during the grant term. Grantee understands that the site visit may include a review of the organization's activities and procedures provided or to be provided under this Agreement.
- 14. Authority to Accept Funds.** Grantee attests, represents, and warrants that it possesses full legal authority to accept grant funds and to enter into this Agreement.
- 15. Nature of Relationship.** The relationship between GDA and Eligible Producer is solely as set forth in this Agreement, and neither GDA nor Grantee has any fiduciary or other special relationship with the other or any of their respective agents or affiliates, except as provided herein. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership or joint venture between the Grantee and the Department. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with this Agreement. No party hereto has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
- 16. Limitation of Liability.** Each party will conduct its own activities under this Agreement at its own responsibility. The sole provision for any tort attributable to either party shall be the Georgia Tort Claims Act. Grantee understands that it is not an agent of or in any way affiliated with the Department or the State of Georgia. Grantee agrees that the Department and State of Georgia shall not be liable for the negligence, gross negligence, or any type of liability assumed, caused or due to the Grantee or its agents, employees, or subcontractors.
- 17. Indemnity.** Grantee understands and agrees to save, hold harmless, and indemnify the State of Georgia and the Department against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to or death of any person, animal, etc., and for the loss or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, any subcontractor of Grantee, or any of Grantee's employees, agents, or representatives.
- 18. State Audits.** Grantee understands that any recipient of a grant made by a state agency shall be subject to audit by the State Auditor for the purpose of confirming compliance with state laws and performance of the terms of the grant pursuant to O.C.G.A. § 28-5-125. Grantee agrees to allow for the Georgia Department of Audits to perform an audit regarding the expenditure of grant funds.
- 19. Nonprofit Organizations.** Grantee understands that nonprofit organizations may be subject to the requirements of O.C.G.A. § 50-20-1, *et seq.*

- 20. Taxpayer Number and Identification.** Grantee must submit an IRS W-9 form with this Agreement before receiving grant funds. By submitting a W-9, Grantee is certifying that the tax ID number provided is correct and accurate.
- 21. Assignability.** Grantee shall not assign any of the work or services subject to this Agreement except as explicitly authorized in this Agreement, nor shall any interest be assigned or transferred except as explicitly authorized in this Agreement or with the express written approval of the Department.
- 22. Choice of Law.** This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
- 23. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity of or the enforceability of any other part or provision.
- 24. Full Agreement.** Unless expressly contemplated herein, this Agreement, and any amendments authorized herein, constitutes the entire agreement between the Department and Grantee and supersedes all prior and/or contemporaneous writings, discussions, understandings, and/or agreements of any kind with regard to the subject matter of this Agreement.
- 25. Force Majeure.** Neither party will be liable for any delay or failure of performance due to events outside the defaulting party's reasonable control, including without limitation, acts of God, earthquake, hurricane, tornados, shortages of supplies, actions of governmental entities, riots, war, terroristic acts, fire, pandemic, or other circumstances beyond reasonable control. The obligations and rights of the defaulting party shall be extended for a period of time equal to the period during which such event prevented that party's performance.
- 26. Failure to Enforce.** The failure of the Department at any time, or for any period of time, to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions or as a waiver of the right of the Department thereafter to enforce each and every such provision.
- 27. Notice.** Any and all notices must be made in writing and delivered by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, or by similar reliable carrier, and must be addressed to:

For the Department: Chelsey Daughtry – DCSP Grant Administrator
Georgia Department of Agriculture
19 Martin Luther King, Jr. Drive, S.W., Room 112
Atlanta, Georgia 30334

For the Grantee: Effingham County Animal Shelter
 307 Hwy 119 S
 Springfield, GA 31329

28. Authorized Signatures. Grantee further attests that they have read, understand, and agree to comply with all of the terms and conditions of this Agreement. The parties hereto have executed this Grant Agreement on the day and year as set forth below.

Grantee, Authorized Signature

Date

Grantee, Printed Name

Title

Grantee, Organization

Federal Employer ID No.

Chelsey Daughtry

Department, Authorized Signature

June 23, 2022

Date

Chelsey Daughtry

Department, Printed Name

Grant Administrator

Title