

**Grant Agreement between the
Animal Services Foundation of Ventura County and the County of Ventura for a
Mobile Medical Unit**

This Grant Agreement (“Agreement”), effective on the date fully executed by all the parties (“Effective Date”), is entered into by and among the Animal Services Foundation of Ventura County, a California non-profit public benefit corporation (the “Grantor”), and the County of Ventura, by and through Ventura County Animal Services (the “County”) (collectively “Parties”).

RECITALS

- A. WHEREAS a mobile medical unit (“Mobile Trailer”) fully equipped with specialized veterinary equipment, will allow Ventura County Animal Services (VCAS) to effectively serve pet owners in the unincorporated area of County and in the cities contracting with the County for animal services.
- B. WHEREAS the Grantor wishes to provide the County a Mobile Trailer designed and manufactured to meet VCAS needs, and the County desires to accept such a donation; and
- C. WHEREAS the Grantor also wishes to provide grant funding to the County to pay for the following fixed-term positions to staff the Mobile Trailer: 2 Veterinary Assistants, 1 Registered Veterinary Technician, and 1 Medical Veterinarian, so that the County can operate the Mobile Trailer in support of a mobile spay/neuter program for an initial three-year period.

NOW THEREFORE, in consideration of the mutual covenants and promises made herein, the Parties agree as follows:

AGREEMENT

1. **Grant.** The Grantor agrees to provide the County a donation of a Mobile Trailer built to custom specifications approved by VCAS with an estimated value of \$250,000.00, inclusive of installed veterinary medical equipment, for the exclusive use and benefit of an effort to be known as the Ventura County Community Mobile Spay/Neuter Program. Grantor also agrees to provide \$1,700,000 in grant funding over a period of three years to fund the following four (4) fixed-term County positions: 2 Veterinary Assistants, 1 Registered Veterinary Technician, and 1 Veterinarian (DVM), to augment current VCAS veterinary staff based at the VCAS shelter in Camarillo, in order to operate the Ventura County Community Mobile Spay/Neuter Program, as further described in this Agreement. The Grantor will disburse the \$1,700,000 in grant funding as follows: the Grantor will disburse \$566,667 to the County on July 1, 2025; the Grantor will disburse \$566,667 to the County on July 1, 2026; and the Grantor will disburse \$566,666 to the County on

July 1, 2027, or on such other date(s) agreed to in writing by the Animal Services Director and the Foundation Board President.

2. **Term.** This Agreement will commence on the date of the last signature and will terminate on August 1, 2028. At their discretion, the Parties may mutually agree to enter into one additional three-year extension of Agreement, in which Grantor agrees to grant the County the funds sufficient to pay for the following four (4) fixed term positions: 2 Veterinary Assistants, 1 Registered Veterinary Technician, and 1 Veterinarian (DVM), for an additional three-year period at the then salary rates adopted by resolution of the County Board of Supervisors, in order to staff the Mobile Trailer and extend the operation of the Ventura County Community Mobile Spay/Neuter Program.
3. **Use of the Grant.** The Grant will be used by VCAS for the purpose of expanding VCAS veterinary reach into remote or under-resourced communities possessing limited or no access to animal care facilities or resources. The Ventura County Community Mobile Spay/Neuter Program will provide services most needed in the specific community being served. In addition to spay/neuter surgeries, such services will also include preventative care, such as vaccinations, microchip placements, licensing wellness checks, dentals, and some emergency care procedures. The County agrees to meet all applicable California Veterinary Medical Board requirements to operate the Mobile Trailer for such purposes
4. **Trailer Order.** Grantor agrees to place the order, and pay for the manufacture of, the Mobile Trailer with Magnum Mobile Specialty Vehicles ("Magnum") located in Phoenix, Arizona for a delivery date to VCAS estimated to be 5 months from the date of order.
5. **Vehicle Payment.** Grantor agrees to pay to Magnum a deposit in the maximum amount of \$101,000.00 to begin the manufacturing process and agrees to pay an additional amount estimated to be \$101,000.00 over the next 5 months to manufacture the Vehicle in fully functional form, including the acquisition by the Grantor, and the installation by Magnum, of specialized veterinary medicine equipment.
6. **Vehicle Insurance.** Upon the County's receipt of the Mobile Trailer into the County's fleet, the County agrees to assume responsibility for maintenance and insurance for the Mobile Trailer in coverage sufficient to fully replace the Mobile Trailer and equipment in the event of catastrophic loss.
7. **Vehicle Storage.** The County agrees to store the Mobile Trailer in a secure location, of adequate dimensions at VCAS, or at an approved County offsite location when not in use.
8. **Vehicle Drivers.** The County agrees to provide County employees all training required to satisfy State and County requirements to drive any vehicle hitched to the Mobile Trailer.

9. **Recognition.** The Grantor's support will be recognized with a conspicuous statement posted on each lateral side of the Mobile Trailer stating, "The Ventura County Community Spay/Neuter Program is made possible through the generous support of the Animal Services Foundation of Ventura County," or words to that effect. In addition, VCAS agrees to seek County Executive Office approval to list for name recognition on the lateral side of the Mobile Trailer, the name of each additional person, or entity, who has provided the Grantor a directed gift in an amount between \$10,000 and \$100,000 for the benefit of the Ventura County Community Mobile Spay/Neuter Program.
10. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party, addressed as set forth below, or to such other address as a party may from time to time designate by written notice to the other parties:
- If to County:
Esteban Rodriguez, Director
Ventura County Animal Services
600 Aviation Drive
Camarillo, CA, 93010
- If to Grantor:
Kristi Haddock, Board President
Animal Services Foundation of Ventura County
600 Aviation Drive
Camarillo, CA, 93010
11. **Assignment.** A party may not assign its rights or obligations under this Agreement without the prior written consent of the Parties, which consent may be withheld in the sole and absolute discretion of the non-assigning parties.
12. **Non-Discrimination.** Grantor will comply with all provisions and requirements of Ventura County, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Grantor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters addressed, and supersedes all prior oral and written agreements, if any, of the Parties. This Agreement may not be modified or amended except by written agreement executed by all the Parties.
14. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, the County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, the County will have no further obligation to the Grantor, with the proviso that if the County terminates the Agreement for non-appropriation, the County will return to

the Foundation any remaining grant funds previously disbursed by the Foundation that have not yet been expended by the County for paying fixed-term veterinary staff identified in Section 1 of this Agreement after a County reduction-in-force of such fixed-term veterinary staff has been implemented. In the event that the County terminates the Agreement for non-appropriation, the County also agrees to transfer the trailer donated by the Foundation under Section 1 back to the Foundation.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement on the date written below.

Ventura County Animal Services

Animal Services Foundation of VC

Esteban Rodriguez, Director

Kristi Haddock, Board President,

Date

Date