



Maryland Department of Agriculture

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*Office of Marketing
Animal Industries and Consumer Services*

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Boyd K. Rutherford, Lt. Governor

Joseph Bartenfelder, Secretary

James P. Eichhorst, Deputy Secretary

Spay and Neuter Grants Program

The Wayne A. Cawley, Jr. Building

50 Harry S. Truman Parkway

Annapolis, Maryland 21401

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MARYLAND SPAY AND NEUTER GRANTS PROGRAM REQUEST FOR PROPOSALS, 2016

The Maryland Department of Agriculture (MDA) is announcing a request for proposals (RFP) for projects to be funded under the Spay and Neuter Grants Program (the Program). The Program funds projects with the goal of increasing spay and neuter of dogs and cats in Maryland, thus reducing animal shelter overpopulation and cat and dog euthanasia rates.

A grant proposal (quoting Agriculture Article, §2-1602, Annotated Code of Maryland):

1. Shall target low-income communities and populations to the maximum extent possible and detail how that goal is to be accomplished;
2. May target feral cat populations if the department determines that this targeting does not violate local law;
3. Shall efficiently and effectively facilitate and promote the provision of spay and neuter services for cats and dogs; and
4. May include public education and outreach components.

Eligible Applicants: The Program is open to government animal control and care facilities and shelters or non-profit animal welfare organizations with 501(c)(3) status.

RFP Posting Date: January 28, 2016

Application Deadline: No later than 5:00PM EST, April 1, 2016

Estimated Total Program Funding Available for this funding cycle: ~\$900,000

Award Ceiling: none

Award Floor: \$5,000

Opportunity category: Competitive Grants

Cost Share or Matching Requirements: none but highly encouraged.

Selection Criteria: Eligible applications that are received prior to the deadline will be evaluated on a competitive basis. The Spay and Neuter Advisory Board will review, rank, and make funding recommendations to the Secretary based on their evaluation of the following project components as outlined in the Spay and Neuter grants Program Regulations 15.01.10.05 C :

(1) The Department will rank eligible applications and select for funding those that most effectively and efficiently achieve the purpose of the Fund.

(2) In determining which projects to fund, the Department will consider:

(a) How low-income communities and populations are targeted and how the goal of reaching those communities and populations will be accomplished;



(b) How well the project proposal identifies and assesses the need for additional spay and neuter services in the targeted community or population, and how effectively and efficiently the project will meet that need;

(c) Whether or not the project violates local laws; including but not limited to local laws regarding feral cat populations;

(d) How the project proposal identifies and meets the need to promote spay/neuter services to the targeted population or community through education and outreach;

(e) The extent to which the project increases the number of spay/neuter procedures in Maryland and impacts animal shelter over-population and cat and dog euthanasia rates;

(f) The expected project results relative to the amount of funds requested; and

(g) The qualifications and experience of the applicant and the individuals who will be responsible for implementing the project.

Final funding decisions will be made by the Maryland Department of Agriculture Secretary.

The Point of Contact will be notified by email soon after funding decisions have been made.

Timeline

Date of Posting of RFP: January 28, 2016

Deadline for Application Submission: April 1, 2016, 5:00PM EST

Proposal Review Period: April 2, 2016 through June 1, 2016

Approved by Maryland Secretary of Agriculture: Within 30 days after recommendations submitted to the Secretary.

Notifications of Funding Decisions: Within 30 days after approval by Secretary.

Grant Agreements sent to grantees for signatures: Within 30 days after Notifications.

Signed Grant Agreements returned to MDA: within 30 days of notification that agreements have been mailed to recipient.

Application Process: Application forms are provided on the MDA Spay and Neuter Grants Program webpage on the MDA website ([MDA Spay and Neuter Grants Program webpage](#)). There are three forms: specific to Pet-focused projects, Feral Cat-focused projects and Capital Expense/Equipment Requests. All three application forms are fillable WORD documents. This document must be filled out in its entirety and returned to MDA, with any supplemental pages, as an email attachment to this email address: mda.spayandneuter@maryland.gov. Submissions may not be faxed, mailed or hand delivered.

Applicants must provide the information in the following categories on the application form:

- Applying Organization(s) Information
- Project Timeframe
- Project Description
- Any Partnering
- Expected Outcome
- Target Area
- Methods (feral cats only)
- Outreach Plan
- Detailed Work Plan
- List of Key Personnel
- Budget Breakdown
- Any Cost Share or Matching Funds

Detailed application-specific information and guidance is provided with the application, which are posted and downloadable from the Program's webpage ([MDA Spay and Neuter Grants](#)



[Program webpage](#)). The application must be received by MDA no later than 5:00 PM EST on the due date listed above. Late submissions will not be accepted.

For more information on the application process, what projects qualify for funding, allowable budget items, requirements from grantees, and penalties, see the Program's guidance documents and application forms, available on the program webpage ([MDA Spay and Neuter Grants Program webpage](#))

Contact Information: Jane Mallory, Program Coordinator Jane.Mallory@maryland.gov 410-841-5766

Additional Program information: [MDA Spay and Neuter Grants Program webpage](#)



MARYLAND DEPARTMENT OF AGRICULTURE GRANT AGREEMENT-SAMPLE

THIS GRANT AGREEMENT (this "Agreement") is made by and between the **Maryland Department of Agriculture ("MDA")**, a principal department of the State of Maryland ("State") and (Grantee"), listed below.

Grant Agreement Number: **FYXX-XX-XXXX (MDA 1938)**

Grantee Name (Point of Contact-POC): **XX**

Organization: **XX**

Address: **XX**

POC Phone: **XX**

POC Fax: **XX**

POC Email: **XX**

Organization Web Address:

Federal ID Number: **XX**

Fiscal Point of Contact (FPOC): **XX**

FPOC Phone: **XX**

FPOC Email: **XX**

Grant Amount: **\$XX**

Project Title: **XX**

Use of Grant Funds: Description of what the grant will support here in 3-5 lines.

One paragraph summary indicating what will be done and where. Free rabies vaccines shall also be provided to each animal, if required. The Grantee shall not require a co-payment from pet owners. The grantee may advise pet owners of additional services recommended but cannot make project-funded surgeries or rabies vaccinations conditional on purchase of other services.

RECITALS

Grantee, as specified in its proposal, has requested grant assistance from MDA in order to undertake activities consistent with Title 2, Subtitle 16 of the Agriculture Article of the Annotated Code of Maryland, which authorizes MDA to make grants to reduce animal shelter overpopulation and cat and dog euthanasia rates by financing grants to local governments and animal welfare organizations for programs that most efficiently and effectively facilitate and promote the provision of spay and neuter services for cats and dogs in the State.

The General Assembly of Maryland has authorized the grant assistance through the Spay/Neuter Fund.

MDA has approved the award of grant funds to the Grantee, to be expended by Grantee in accordance with its proposal and the terms and conditions of this Agreement.



IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MDA and the Grantee agree as follows:

1. Grant. Subject to the continuing availability of funds, as determined by MDA in its discretion, MDA agrees to provide Grantee with funds in an amount not to exceed **\$XX** (the "Grant") to assist Grantee in performing the work and achieving the goals set forth in its proposal and any amending pages (the "Exhibit 1") attached to this Agreement and incorporated herein.

2. Application. Grantee may request a copy of their application from the Program Coordinator. Grantee warrants and certifies that all of the information and representations contained in the Application are and remain true and complete in all material respects.

3. Grant Guidelines. Grantee acknowledged receipt of the MDA Guidelines and Information and agrees to abide by its terms and conditions, which are referenced on the MDA website.

4. Use of Grant Funds: **Grant Description**

See Attached Application and Addendum.

5. Grantee shall not use any Grant Funds to make contributions:

- (a) to any persons who hold, or are candidates for, elected office;
- (b) to any political party, organization, or action committee; or
- (c) in connection with any political campaign or referendum.

In addition, the Grantee shall not use Grant Funds for any purpose which lies outside the scope of the approved project(s) and any amendments thereto. Allowable costs will be determined in accordance with State law governing the Spay/Neuter Fund, the purpose of the award, and the terms and conditions of award as contained herein.

6. Period of Performance. Performance under this Agreement commences on **XX** and continues until agreed upon services are completed, but in any case no later than **XX**.

7. Disbursement.

(a) Up to **\$XX** of the Grant shall be disbursed to Grantee upon execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MDA, if applicable. Budget line items constituting this disbursement shall be detailed in the Addendum to the Application (attached).

(b) The remaining Grant funds of **\$XX** shall be disbursed to Grantee after Grantee has submitted to the Program Coordinator a satisfactory quarterly report, the due date for which shall be **XX**, unless an alternate date is requested and pre-approved by MDA. Budget line items constituting this disbursement shall be detailed in the Addendum to the Application (attached).

8. Inspection of Records. Grantee shall allow any duly authorized representative of MDA, or the State to inspect and audit, at reasonable times, all records and documents of



Grantee relating to this Grant, which records shall be retained by Grantee for at least five (5) years after the termination of this Agreement.

9. Approval of Outreach and Other Printed Material. Grantee shall provide the Program Coordinator with draft review copies of all project related material (such as vouchers, flyers, fact sheets, etc) intended for public distribution. Grantee shall not finalize such materials without the approval of the Program Coordinator.

10. Acknowledgement. Grantee shall acknowledge MDA funding in all programs and promotional materials relating to the funded activities in the manner set forth in the Information to Approved Grant Recipients document, which can be viewed on the MDA website http://mda.maryland.gov/spay_neuter_program hereto and incorporated herein. Grantee shall use the MDA logo to credit and acknowledge MDA in all programs and promotional materials relating to activities of the project supported by this Grant Funding Agreement to include publications and ads on the web and in print. Any organization receiving funds from the MDA shall give credit to the MDA whenever and wherever credit is being given, including written, oral, broadcast and internet. To ensure proper credit to the MDA Grantees shall:

- (b) Use MDA's name and logo on printed materials related to the grant,
- (c) Link to the MDA Spay and Neuter Grants Program webpage from your organization's website,
- (d) Include the MDA logo on event signage or publications at your events,
- (e) Acknowledge our support in Power Point presentations, videos or reports,
- (f) Mention the MDA's support in print, radio or television interviews you give about the organization, program or project.

11. Reports. Grantee shall provide MDA with Quarterly Reports using the form and schedule provided by MDA and detailed in the Program Guidelines. This shall include a list of all animals serviced during this time period. The Grantee shall provide a Final Report at the end of their project period of performance, using the form provided by MDA and detailed in the Program Guidelines. Draft Reports shall be provided to the Program Coordinator before finalizing. All draft and final reports shall be provided electronically to the Program Coordinator.

12. Unused Funds. Grantee shall repay to MDA any disbursed grant funds not spent or obligated by Grantee on or before **XX**.

13. Changes in Scope of Work. Significant changes in the scope of work are not permitted. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant's purpose may be allowed provided the Program Coordinator agrees that such changes are consistent with the Board's intent.

14. Fair Practices Certification. Grantee certifies that it prohibits, and covenants that it will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, or national origin; or (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (c) the physical or mental handicap of a qualified handicapped individual. Upon the request of MDA, Grantee will submit to MDA



information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin.

15. Anti-Discrimination. Grantee covenants that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by the proceeds of the Grant. Grantee further covenants that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

16. Legal Compliance. Grantee covenants that it shall comply with all applicable federal, State, and local laws and regulations.

17. Grantee's Certifications. Grantee certifies to MDA that:

(a) Grantee, if a corporation or other form of limited liability entity, is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement; and

(b) This agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this agreement the valid and legally binding act and agreement of Grantee.

18. Drug and Alcohol-Free Workplace. Grantee warrants that Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18.

19. Default, Repayment and Remedies.

(a) A default shall consist of (i) any use of Grant funds for any purposes other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement.

(b) Upon the occurrence of any default, MDA immediately may suspend Grantee's authority to receive any undisbursed Grant funds by written notice at any time to Grantee.

(c) Upon the occurrence of any default, Grantee shall have 30 days from the date MDA's notice is postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured the default to the satisfaction of MDA, MDA may terminate this Agreement. In the event of termination:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed;

(ii) MDA may immediately demand repayment of all or any portion of the Grant funds which have been disbursed; and

(iii) MDA's remedies of withholding disbursement and of obtaining repayment as described in Section 19(c) (i) and (ii) above may be exercised contemporaneously with remedies pursuant to Section 19(d) below, and all of such rights shall survive any termination of this Agreement.



(d) If a default occurs, MDA may at any time proceed to protect and enforce all rights available to MSAC, by suit in equity, action at law, or by any other appropriate proceedings.

20. Indemnification. Grantee releases MDA, the Department, the State, and its employees or agents from, agrees that MDA, the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless MDA, the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MDA, the Department, the State, and/or its employees or agents, as their interests may appear.

21. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is postmarked, postage prepaid, addressed as follows:

(a) Communications to MDA shall be mailed to:

**Maryland Department of Agriculture,
Spay and Neuter Grants Program
Jane Mallory, Program Coordinator
50 Harry S. Truman Parkway
Annapolis, MD 21401**

(b) Communications to Grantee shall be mailed to:

**XX
XX
XX**

22. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both parties, or in the case of a modification of Section 4, by action of MDA.

23. Assignment. Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed upon Grantee by this Agreement, without the prior written approval of MDA.

24. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

25. Term of Agreement. This Agreement is effective upon execution by MDA. Unless sooner terminated pursuant to Section 16 of this Agreement or by the mutual consent of Grantee



and MDA, this Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports and records due by the Grantee have been received by MDA, and there has been a final settlement and conclusion between MDA and Grantee of all issues arising out of the Grant.

THIS AGREEMENT, together with the Exhibits referenced hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

WITNESS our hands and seals, all as of the date set forth below

ATTEST:

Name of Grantee

By: _____
Signature

XX

Typed/Printed Name and Title

MARYLAND DEPARTMENT OF AGRICULTURE

By: _____

Maryland Department of Agriculture Representative

Date

☐ **Checking this box verifies that the name typed above is authorized to sign this Maryland Department of Agriculture Grants for Organizations Grant Agreement Form on behalf of the applicant organization, and certifies that all information contained in this report is true and accurate.**

THIS FORM WAS APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE ATTORNEY GENERAL'S OFFICE.

ITEMS APPENDED:

- COPY OF SUBMITTED APPLICATION FORM (and supplemental attachments, if any)
- AMMENDMENT PAGE