



**Grant Agreement Reference:**

NAME: **Broward County Animal Care Division**  
PROJECT: **2025 National Shelter Initiative Grants—Access to Veterinary Care**  
AMOUNT: **\$ 25,000**  
GRANT NUMBER: **202512-34166**  
GRANT EFFECTIVE DATE: **12/19/2025**  
GRANT EXPIRATION DATE: **12/31/2026**  
ASPCA GRANT OFFICER: **Christa Chadwick**  
ASPCA GRANT MANAGER: **Dina Trefethen**

April 27, 2026

Doug Brightwell  
2400 SW 42 St  
Ft. Lauderdale, FL 33312

Dear Doug Brightwell,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to Broward County (the “Grantee”) the amount of \$25,000 (the “Grant”). The ASPCA and the Grantee are referred to collectively as the “Parties,” and each individually as a “Party.” These funds are designated for 2025 National Shelter Initiative Grants—Access to Veterinary Care, as described in the Grant Request, the Grant Request Documents, and, if applicable, its amendments (collectively the “Project”)<sup>1</sup> 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 signing this Agreement, 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 first date listed above (the “Effective Date”):

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1. For clarity, the Project includes a countywide initiative to expand access to veterinary sterilization services for community cats and owned cats belonging to low-income residents, including through partnerships with veterinary providers participating in the Grantee’s voucher program, as further described in the Grant Request. Grant funds shall be used exclusively to cover the cost of surgical sterilization procedures, thereby improving access and reducing barriers such as travel distance and cost. A goal of the Project is to sterilize approximately 334 cats, which is expected to contribute to population stabilization, reduced shelter intake and euthanasia, and overall improvement in community animal welfare.

**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 forty-five (45) 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 ASPCA's Grant Officer and memorialized with an amendment to the Agreement signed by both Parties prior to initiating any such changes.

Unless the 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 the 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, the Grantee shall have 12-months or until the Grant 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
National Shelter Initiative Final Report	January 14, 2027

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@aspca.org](mailto:grants@aspca.org) before the Grant Expiration Date. The ASPCA shall review the Grantee’s request and may grant an extension to the Grant term in writing. If the ASPCA declines the request for an extension in writing, 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, within forty-five (45) days after receipt of the ASPCA’s written repayment request.

Ad Hoc Requirements:

The ASPCA may request additional information regarding the Project. Upon such a request, the Grantee must provide the requested information within a mutually agreed upon reasonable timeframe. 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.

The Grantee agrees that it is the employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship, or internship position arises in any way as a direct or indirect result of the Grant (each a “Funded Position”), and it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds (“Funded Contractor”). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations for any Funded Positions to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on

any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the Parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

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, provided, however, that any use of the Grantee's name, logo, or trademarks requires the prior written approval of the Director of the Grantee's Animal Care Division before such use is made in any marketing, publicity, or other external materials

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 to 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.** This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach.

This Agreement may be terminated for cause by the ASPCA for reasons including, but not limited to, any of the following:

- a. If, as the result of the consideration of reports and information submitted to it by the Grantee, the ASPCA, acting reasonably and based on credible, documented information, determines that the Project is not being executed in substantial compliance with the Grant (or work plan as revised); provided; however, the Grantee shall be given written notice of such determination and a reasonable opportunity to respond and cure any deficiency, where curable, prior to termination in accordance with the notice and cure provisions above.
- b. In the case of a material violation by the Grantee of the terms and conditions of this Agreement, subject to the notice and cure provisions above.
- 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.

This Agreement may also be terminated by the Grantee's County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

**If this Agreement is terminated by either Party pursuant to this Section, the terminating Party shall provide written notice to the other Party. In the event of termination for cause by the ASPCA, the Grantee, upon written request from the ASPCA, shall have forty-five (45) days after receipt of such request to refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's possession or control, or any expended Grant funds deemed to have been misappropriated in accordance with the terms of this Agreement, after notice and an opportunity for the Grantee to respond.**

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. Public Records.** Notwithstanding any other provision in this Agreement, any action taken by the Grantee in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If the ASPCA is acting on behalf of the Grantee as stated in Section 119.0701, Florida Statutes, the ASPCA shall:

- 8.1. Keep and maintain public records required by the Grantee relating to the Project and the Grant;
- 8.2. Upon request from the Grantee, provide the Grantee with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;

- 8.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law throughout the term and after completion or termination of this Agreement if the records are not transferred to the Grantee; and
- 8.4. Upon expiration or termination of this Agreement, transfer to the Grantee, at no cost, all public records in possession of the ASPCA or keep and maintain public records required by the Grantee relating to the grant. If the ASPCA transfers the records to the Grantee, the ASPCA shall destroy any duplicate public records that are exempt or confidential and exempt. If the ASPCA keeps and maintains the public records, the ASPCA shall meet all requirements of applicable law for retaining public records. All records stored electronically must be provided to the Grantee upon request in a format that is compatible with the Grantee's information technology systems.

If the ASPCA receives a request for public records regarding this Agreement or the Grant, the ASPCA must immediately notify the Grantee in writing and provide all requested records to the Grantee to enable the Grantee to timely respond to the public records request. The Grantee will respond to all such public records requests.

The ASPCA must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that the ASPCA contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which the ASPCA asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, the ASPCA must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to the Grantee from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by the Grantee, the ASPCA must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to the Grantee for records designated by the ASPCA as Restricted Material, the Grantee shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by the ASPCA, or the claimed exemption is waived. Any failure by the ASPCA to strictly comply with the requirements of this section shall constitute the ASPCA's waiver of the Grantee's obligation to treat the records as Restricted Material. The ASPCA must indemnify and defend the Grantee and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF THE ASPCA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASPCA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-359-1313, EXT. 9869, ACAD\_PRR@BROWARD.ORG, OR 2400 S.W. 42ND STREET, FORT LAUDERDALE, FLORIDA 33312.**

**9. Verification of Employment Eligibility.** The ASPCA represents that the ASPCA and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If ASPCA violates this section, County may immediately terminate this Agreement for cause, and the ASPCA shall be liable for all costs incurred by County due to the termination.

**10. Prohibited Telecommunications.** The ASPCA represents and certifies that the ASPCA does not use, and for the duration of the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

**11. Anti-Human Trafficking.** By execution of this Agreement by the undersigned authorized representative of the ASPCA, the ASPCA hereby attests under penalty of perjury that the ASPCA does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of the ASPCA declares that they have read the foregoing statement and that the facts stated in it are true.

**12. 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 Florida, without regard to the conflict of laws principles thereof. The Parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in Broward County, Florida with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, 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**

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Lauren Martin

Senior Vice President, Deputy Chief Legal Officer

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2026; and ASPCA, signing by and through its duly authorized representative.

**COUNTY**


BROWARD COUNTY, by and through  
its County Administrator


By: \_\_\_\_\_  
Monica Cepero

\_\_\_\_\_ day of \_\_\_\_\_, 2026

Approved as to form by:

Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By **DeAnne Jackson**  Digitally signed by DeAnne Jackson  
Date: 2026.04.27 14:13:17 -04'00'  
De'Anne A. Jackson (Date)  
Senior Assistant County Attorney

By **MAITE AZCOITIA**  Digitally signed by MAITE AZCOITIA  
Date: 2026.04.27 14:17:50 -04'00'  
Maite Azcoitia (Date)  
Deputy County Attorney

## Schedule 1

### ASPCA Grantee Organizational Standards

- Must have at least 4 board members
- Majority of the board must be independent<sup>2</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>2</sup> This means that fewer than half of Grantee's Board members may be paid employees and/or family members or close relatives.