



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: February 18, 2020

Title: Animal Care Supplies 2020

Introduction/Background:

Greater Good.org, a non-profit charitable organization that provides goods and services to animal welfare organizations, has requested that Pima Animal Care Center (PACC) apply for an in-kind grant of supplies to support the neonatal and other infant pets that it will take in for care in 2020. As part of the application, PACC will be asked to enter into two separate agreements, a licensing agreement and a participation agreement, both of which are attached.

Discussion:

PACC takes in approximately 2,000 neonatal kittens (and puppies) each year, despite efforts to educate the public that the best chance for these vulnerable animals to survive is to stay with the mother. Neonatal kittens require labor-intensive, round-the-clock care with special formula, bottles, and other products to have a chance at survival. These supplies and products are expensive and are beyond PACC's budget to support. Greater Good.org has a program that will provide an in-kind grant of the supplies and products that would be needed to help care for neonatal kittens and other animals and has invited PACC to apply for such a grant. As part of the application process, Greater Good.org is asking PACC to enter into several agreements (which are part of Greater Good's standard procedures). One, the licensing agreement, recognizes that media materials relating to the grant may be created by PACC, and grants Greater Good the right to use such materials. The second, a participation agreement, places limitations on PACC's use of granted goods and services (to their intended purposes), imposes reporting requirements, and sets forth certain waivers of liabilities on both parties. These agreements are straightforward and pro forma, but are an essential component of the application process.

Conclusion:

A grant from Greater Good.org would enable PACC to care for animals that will come into its care in any event. Such a grant would benefit PACC by providing necessary supplies, while helping it avoid expenditures that are beyond its budget. In this way, Pima County residents benefit through careful stewardship of resources and continued lifesaving of animals within the jurisdiction. However, the grant application will not be complete unless the two agreements are completed and submitted as part of the grant application.

Recommendation:

PACC is asking the Board of Supervisors to approve the two agreements.

Fiscal Impact:

Avoids incurring significant costs to care for vulnerable animals.

Board of Supervisor District:

1 2 3 4 5 All

Department: Pima Animal Care Center

Telephone: 724-5900

OMI reviewed 2/12/20 DH

Contact: Kristen Hassen-Auerbach

Telephone: 520-247-7991

Department Director Signature/Date:

Kristen Hassen-Auerbach

Deputy County Administrator Signature/Date:

Janice M. H. 11 Feb 2020

County Administrator Signature/Date:

Debra M. H. 12 Feb 2020



EXHIBIT A

GreaterGood.orgTM

GIVE WHERE IT MATTERS

GRANT OF LICENSE – GREATERGOOD.ORG AS LICENSEE

This **License Agreement** is made by and between:

GreaterGood.Org (Licensee, or GGO), a Washington State non-profit corporation, with an address at One Union Square, 600 University Street, Suite 1000, Seattle, WA, 98101.

and

Pima County, Pima Animal Care Center

(Licensor), a non-profit corporation or other qualifying entity, with an address at
4000 North Silverbell Road, Tucson, AZ 85745

(collectively, the Parties).

This **License Agreement** is effective as of 18 day of February, 2020

Recitals

The Parties anticipate some efforts to create, exchange, and/or use certain media materials in a collaborative process relating to Pima Animal Care Center (project name or Grant Application name) and recognize the need to protect themselves and others with respect to any claims or conditions associated with the creation, exchange and/or use of any such media materials.

Therefore, the Parties agree as follows:

License Agreement

1. Definitions.

- 1.1. "License Agreement" means this agreement governing the rights and obligations between the Licensor and GGO, as set forth herein.
- 1.2. "Licensed Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to GGO by Licensor under the terms of this License Agreement. Any reference in this License Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material taken as a whole.



- 1.3. "Licensee" means the GreaterGood.org (also "GGO") as set forth herein as the Party receiving the rights to the Licensed Materials as specified hereunder.
- 1.4. "GGO Created Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is created by GGO, an employee of GGO or by an agent of GGO. Any such materials created by GreaterGood.org shall be its exclusive property with full right, title, and interest in any such materials. Any reference in this License Agreement to the GGO Created Material shall be to each individual item within the GGO Created Material and also to the GGO Created Material taken as a whole.
- 1.5. "Licensor" means the person or entity set forth herein as the counterpart to GGO and, in the context of the License Agreement, the party granting to GGO or others the rights to the Licensed Materials as specified hereunder.
- 1.6. "Party", in the context used herein, can mean either GreaterGood.org or the Licensor.
- 1.7. "Reproduction" and "Reproduce" mean any form of duplication, copying or publication of any or all of the Licensed Material, via any medium and by whatever means, and/or the distortion or manipulation of the whole or any part of the Licensed Material and the creation of any derivative work from the Licensed Material.

2. Grant of License, Rights & Restrictions.

- 2.1. Subject to the terms and conditions contained herein, Licensor grants to GGO limited, irrevocable, non-exclusive, non-transferable, perpetual, royalty-free, worldwide rights to Reproduce the Licensed Material identified hereto, as well as identified and/or requested in any additional agreement between the parties as identified herein. These rights may be exercised by subcontractors of GGO, provided that such subcontractors agree to abide by the terms of this License Agreement.
- 2.2. GGO may utilize the Licensed Material in any efforts deemed by GGO, in its sole discretion, to be in furtherance of the purpose set forth in the recital above or in conformance with specific authorized uses set forth in a separate additional agreement between the parties (e.g., the Licensor and Licensee named herein).



- 2.3. GGO may alter, crop, manipulate and create derivative works of the Licensed Material.
- 2.4. Pornographic, defamatory or otherwise unlawful use of Licensed Material is strictly prohibited.
- 2.5. Licensed Material shall not be incorporated into a logo, trademark or service mark absent further notice and agreement between the Parties.
- 2.6. Licensed Material shall not be used contrary to any restriction on use that is notified, in writing, to GGO prior to the time the Licensed Material is delivered to GGO. GGO may, at its sole discretion, reject any such restricted Licensed Materials and require Licensor to provide substantially similar unrestricted Licensed Materials in substitution.
- 2.7. The use of GGO Created Materials shall not be restricted by the Licensor in any way. If GGO is licensing any GGO Created Materials to another entity, the terms of that license will be contained in a separate contract between the Parties, and not within this Agreement.

3. Copyright and Ownership.

- 3.1. No right, title, or interest in any Licensed Material provided by Licensor shall pass to GGO by the issuance of the license contained in this License Agreement.
- 3.2. All right, title, or interest in GGO Created Materials are and remain the sole property of GGO.

4. Releases.

- 4.1. Licensor represents and warrants to GGO that Licensor has obtained all required releases for Licensed Material, in light of the uses contemplated by this agreement. Licensor shall, upon written request by GGO, provide copies of any and/or all relevant releases in support of GGO's use of Licensed Materials.
- 4.2. Licensor acknowledges and agrees that the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Licensed Material is permitted and licensable by a sufficiently comprehensive written release, and that Licensor is authorized to grant GGO the use rights contained in this Agreement.



4.3. In the event that any GGO Created Materials incorporate, modify or use any of the Licensed Materials in such a way as to require that GGO be added to releases/licenses obtained by Licensor, Licensor agrees to add GGO as a named beneficiary of its rights under such releases/licenses.

5. *Warranty.*

5.1. Licensor warrants that:

- 5.1.1. it has all necessary rights and authority to enter into and perform this License Agreement;
- 5.1.2. the Licensed Material will be free from defects in material and workmanship for 30 days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Material); and
- 5.1.3. subject to Section 4 above (Releases), GGO's use of the Licensed Material in its original form, and when used in accordance with this License Agreement, will not infringe on any copyright, trademark or other intellectual property right and will not violate any right of privacy or right of publicity.

6. *Limitation of Liability.*

Neither party shall in any event be liable for punitive, special, indirect or consequential damages assessed against the other, whether or not arising from the other party's negligence, lack of due care or fault.

7. *Infringement.*

Upon notice from Licensor, or upon GGO's knowledge that any Licensed Material is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Licensor may be liable herein, or if Licensor withdraws any Licensed Material for any good reason, GGO will physically remove the Licensed Material from its premises, computer systems and storage (electronic or physical) and, if possible, cease any future use at its own expense. Licensor shall provide GGO with comparable Licensed Material (which comparability will be determined by Licensor in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this License Agreement.

8. *Miscellaneous Terms.*

- 8.1. Governing Law. This Agreement will be governed in all respects by the substantive law of Washington State.



8.2. **Severability.** If one or more of the provisions contained in the License Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

8.3. **Waiver.** No action of either Party, other than express written waiver, may be construed as a waiver of any provision of this License Agreement. A delay on the part of either Party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either Party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion. Both Parties agree that this Waiver clause shall not be subject to waiver.

8.4. **Entire Agreement.** This License Agreement contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both Parties. In the event of any inconsistency between the terms contained herein and the terms contained in the Governing Agreement or any other communication between the Parties, the terms of this License Agreement shall govern.

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be signed by their respective and duly authorized representatives as of the last date set forth below.

Pima County
Licensor

GreaterGood.org
Licensee

Signature
Richard Elias, Chairman
Print Name and Title
February 18, 2020
Date

Signature
Liz Baker, CEO
Date

PIMA COUNTY

Richard Elías, Chairman,
Pima County Board of Supervisors

Date _____

ATTEST:

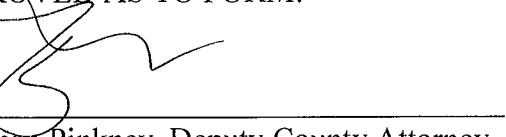
Clerk of the Board

APPROVED AS TO CONTENT:


Kristen Hassen, Director
Pima Animal Care Center

Date 2/5/2020

APPROVED AS TO FORM:


Jonathan Pinkney, Deputy County Attorney
Pima County Attorney's Office

Date 2/7/2020



GOVERNMENT ENTITY PARTNER PARTICIPATION AGREEMENT

This Government Entity Partner Participation Agreement sets forth the terms between

Pima County, Pima Animal Care Center _____ (PARTNER ORGANIZATION)
and Greatergood.org (GGO) regarding grant funding opportunities.

GGO is an independent 501(c)(3) charitable organization which raises funds and provides support to best-in-class charitable organizations and programs in healthcare, education, hunger relief, poverty reduction, environmental and habitat protection and preservation, animal welfare, and disaster relief and rebuilding.

GGO raises funding support to advance its projects, programs, and charitable purposes through its charitable Gifts that Give More™ donations and other programs and fundraising activities engaged in by GGO.

GGO is offering funding and/or in-kind Grant product opportunities and support to PARTNER ORGANIZATION to assist PARTNER ORGANIZATION in its program and service activities as outlined in an approved application submitted to GGO.

As a condition of participating a GGO grant program, PARTNER ORGANIZATION agrees to the terms and conditions set forth below. PARTNER ORGANIZATION specifically acknowledges that participation in the program is not a guarantee of funding nor an enforceable commitment by GGO to pay at any specific level of funds or at any time, other than as specified below.

GRANT FUNDING TO PARTNER ORGANIZATION

GGO makes grant funding available via its Gifts That Give More™ program three (3) times per year as follows:

1. January 20th for funds raised July 1 – November 30
2. May 20th for funds raised December 1 – March 31
3. September 20th for funds raised April 1 – June 30

Grants for other GGO programs and disaster response funding is provided on a schedule determined case-by-case, at the sole discretion of GGO.

NON-PROFIT PARTNER ORGANIZATION OBLIGATIONS

1. Restricted Funds

- a) PARTNER ORGANIZATION acknowledges and agrees that GGO funds and/or in-kind Grant products received are restricted to the approved uses listed in an approved GGO application. Any deviation requires written permission from GGO. GGO is happy to provide clarification in response to written inquiries.



- b) Any GGO funds not spent by PARTNER ORGANIZATION in furtherance of approved uses per paragraph 1. (a), above, shall be returned to GGO within 6 months of a written request to do so from GGO.

2. Reporting Requirements and Name and Logo Use

- a) PARTNER ORGANIZATION will provide GGO with follow up reporting when requested. Grant awards \$250 and higher require timely completion of a follow up form including photos, video, and stories demonstrating OUTCOMES (short-term effects) and IMPACTS (long-term effects) of the grant award. The form may also require financial reporting, receipts, and narrative description of how GGO funding was spent. GGO will provide you with this form and deadline as necessary. In accordance with 990 filing rules, PARTNER ORGANIZATION will also provide any necessary information to document donated funding in accordance with current IRS U.S. Tax Laws. Failure to report as required may result in the loss of future grants and/or repayment of grant monies to GGO.
- b) GGO will, from time to time, use PARTNER ORGANIZATION's name, logo, photos, videos, stories and other marketing assets in conjunction with its Gifts that Give More™ program, Signature Programs and other fundraising and marketing vehicles. If PARTNER ORGANIZATION wishes to have any PARTNER ORGANIZATION reference removed from GGO materials, PARTNER ORGANIZATION will contact GGO directly.

3. Waiver and Limitation of Liability Regarding In-Kind Grants

- a) Waiver. GreaterGood.org shall not be responsible for, and PARTNER ORGANIZATION hereby waives all claims against GGO for the quality, serviceability and/or fitness for use of any and all in-kind Grant products distributed as Grant property. PARTNER ORGANIZATION assumes all responsibility for the proper storage and use of in-kind Grant products, including but limited to, any special storage requirements necessary to prevent product spoilage, the supervision and safety of users of in-kind Grant products, whether human or animal, and the proper and timely disposal (or other required disposition) of out dated in-kind Grant products.
- b) Limitation of Liability. In no event shall either party be liable to the other for special, consequential, punitive or exemplary damages under this agreement. Each party's liability to the other shall be limited to the amount of insurance carried by the party that may be applicable to such claims as may arise or to the fees paid for the past twelve months under the agreement, whichever shall be greater. Nothing in this limitation shall be construed to imply any limitation of liability with respect to any third party who may make a direct claim against either Party.

DURATION

This agreement may be modified by mutual written consent of authorized officials from PARTNER ORGANIZATION and GGO. This agreement becomes effective upon signature by authorized officials from PARTNER ORGANIZATION and GGO and remains in effect until terminated by either of the parties in writing. Modifications to this agreement must be in writing and signed by both parties. In the absence of a mutual written agreement by authorized officials from PARTNER ORGANIZATION and GGO, this agreement shall expire exactly two years after the signature date reflected below for GGO.



GreaterGood.orgTM

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CONTACT INFORMATION

PARTNER ORGANIZATION name: Pima Animal Care Center

PARTNER ORGANIZATION Representative: Kristen Hassen-Auerbach

Title: Director, Animal Services

Mailing address: 4000 North Silverbell Road
Tucson, AZ 85745

Telephone: 520-724-7900

Email: kristen.hassen@pima.gov

GGO has ultimate authority and discretion regarding the distribution of its funds and in-kind Grant products. All expenditures made are consistent with the exempt purposes of GGO and in accordance with donor intent.

IN WITNESS WHEREOF, the Parties have caused this Government Entity Partner Participation Agreement to be signed by their respective and duly authorized representatives as of the last date set forth below.

Pima County, Pima Animal Care Center
Government Entity Partner Organization

GreaterGood.org

Signature
Richard Elias, Chairman
Print Name and Title
February 18, 2020
Date

Signature
Liz Baker, CEO
Date

PIMA COUNTY

Richard Elías, Chairman,
Pima County Board of Supervisors

Date _____

ATTEST:

Clerk of the Board

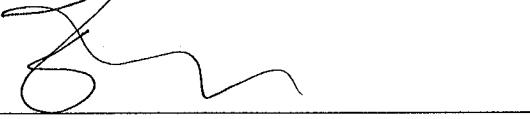
APPROVED AS TO CONTENT:



Kristen Hassen, Director
Pima Animal Care Center

Date 2/11/2020

APPROVED AS TO FORM:



Jonathan Pinkney, Deputy County Attorney
Pima County Attorney's Office

Date 2/7/2020