



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: February 20, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Petco Foundation

***Project Title/Description:**

Lifesaving Impact Investment

***Purpose:**

Pima Animal Care Center (PACC) will use these grant funds to expand non-traditional foster and adoption placement for animals in need of specialized care over a three year period.

***Procurement Method:**

Grant award - procurement exempt per BOS Policy D29.4.V

***Program Goals/Predicted Outcomes:**

The goal of this program is to find non-traditional foster and adoption placement for vulnerable animals in need of specialized care. We will expand the Memory Care Kitten program and pilot additional programs to help challenging pet populations such as large dogs. The current award facilitates the creation of temporary grant funded staffing to work with community partners in order to foster these institutional placements.

***Public Benefit:**

By placing pets in non-traditional adoption and foster settings, PACC is better able to provide better care to the pets in our shelter, potentially saving more lives and reducing costs to Pima County.

***Metrics Available to Measure Performance:**

Number of foster placements in assisted living facilities and alternative placements.

***Retroactive:**

No, the grant agreement takes effect upon signature. However, the award was publicly presented to PACC at an event in the Loft Theater without our prior knowledge.

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

*Funding Source(s) required: Petco Foundation

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: GTAW Department Code: PAC Grant Number (i.e.,15-123): 18-59

Effective Date: 02/20/2018 Termination Date: 03/31/2021 Amendment Number: N/A

Match Amount: \$ _____ Revenue Amount: \$ 250,000.00

*All Funding Source(s) required: Petco Foundation

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? N/A

Contact: Sarah Aguilar / Sharon Grant

Department: PACC Telephone: 724-5261 / 724-7842

Department Director Signature/Date: *[Signature]* / *[Signature]* 2/8/18

Deputy County Administrator Signature/Date: *[Signature]* 2/12/18

County Administrator Signature/Date: *[Signature]* 2/12/18

(Required for Board Agenda/Addendum Items)



The Petco Foundation
654 Richland Hills Drive
San Antonio, TX 78245

December 8, 2017

Pima Animal Care Center
4000 N. Silverbell Rd.
Tucson, AZ 85745

Dear Kristen Auerbach:

I am pleased to inform you that The Petco Foundation (the "Petco Foundation") has decided to make a grant investment (the "Grant Investment") in Grantee identified above to support the non-profit mission and/or charitable purpose of Grantee.

This grant letter (the "Grant Letter") and the Petco Foundation Grant Investment Terms, attached as Appendix A (together with this Grant Letter, the "Agreement") will govern the terms of the Investment.

1. Investment terms

The Grant Investment Period will begin from the date of Grantee's countersignature of this Grant Letter and will continue through the date specified below as the end date. The Grant Investment will be paid in one or more installments beginning on or before the Initial Payment Date. Payments shall be made in the amounts and at the times as stated more fully below. The Grant Investment shall be for the Investment Purpose stated below.

Investment Terms	
Grant Investment amount	\$250,000
Grant Payment Schedule	\$100,000 on or before March 31, 2018 \$75,000 on or before March 31, 2019 \$75,000 on or before March 31, 2020
Investment Purpose	Lifesaving Impact Investment
Grant Investment Period end date	March 31, 2021



2. Additional Terms and Conditions

In addition to the terms and conditions set forth herein and in Appendix A, the following terms and conditions will apply to the Grant Investment:

Lifesaving Grant

- a. Grantee will recognize the Investment by (i) prominently displaying the logo of the Petco Foundation in a manner mutually acceptable to and approved in advance by the Petco Foundation on Grantee's website during and for twelve (12) months after the end of the Grant Investment Period, (ii) issuing a press release announcing the Grant Investment as approved in advance by the Petco Foundation and using best efforts to assure wide dissemination of such press release for promotion of the Grant Investment; and (iii) promoting the Grant Investment on Facebook, other social media vehicles and other outreach opportunities in conjunction with the announcement of the Grant Investment, and monthly thereafter promoting the Petco Foundation support of Grantee during the Grant Investment Period, in a manner mutually acceptable to both parties and approved in advance by the Petco Foundation.
- b. Grantee will identify the Petco Foundation as the primary sponsor of four (4) or more adoption events or promotions each year during the Grant Investment Period, in a manner mutually acceptable to both parties and approved in advance by the Petco Foundation.
- c. Grantee will provide materials such as adoption kits, coupon books or other materials requested or supplied by the Petco Foundation to all Grantee adopters, including but not limited to adopters through the Petco Foundation's adoption program in Petco stores, from time to time in a manner mutually acceptable to both parties and approved in advance by the Petco Foundation.
- d. If requested by the Petco Foundation, Grantee will share new adopter contact information, including name, address and email address with the Petco Foundation on a monthly basis during the Grant Investment Period (to the extent legally permissible and to the extent Grantee represents that it has obtained all necessary consents in compliance with applicable law to do so).
- e. If Grantee is an approved Petco Foundation adoption partner, Grantee shall participate in all Petco Foundation, national monthly adoption events, at one or more Petco stores, and shall designate a representative of Grantee to receive all Petco Foundation communications of such events and shall utilize Petco Foundation branded materials, social media recommendations and hashtags, and other outreach materials, and shall coordinate with the manager of the Petco store to assure all adoptions



are communicated to onsite Petco staff. Grantee will use its best efforts to promote and participate in such adoption events in a manner that encourages the greatest number of adoptions possible.

- f. Unless otherwise specified by the Petco Foundation, Grantee shall provide any other recognition as provided in the application and any naming of buildings and programs must be approved in advance by the Petco Foundation.

If Grantee agrees to the terms and conditions of the Agreement, please sign in the space provided below and return a signed copy of this Grant Letter to the Petco Foundation. You represent that you are authorized to execute the Agreement on behalf of Grantee.

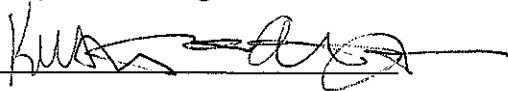
The Petco Foundation asks that you return the signed copy to the Petco Foundation at 654 Richland Hills Drive, San Antonio, TX 78245 within forty-five (45) days from the date written above. If the Petco Foundation has not received the signed copy by that time, the Petco Foundation will withdraw the offer of the Grant Investment.

Yours sincerely,

THE PETCO FOUNDATION


By: _____
Name: Susanne Kogut
Title: Executive Director

Accepted and agreed to this date:



for Pima Animal Care Center

By: _____
Name: Richard Elias
Title: Chairman, Board of Supervisors

APPROVED AS TO FORM:


Deputy County Attorney



Appendix A

The Petco Foundation Grant Investment Terms

Terms not defined herein have the meanings provided in the Grant Letter.

Section 1. Grant Investment

A. Definitions

Lifesaving – funds invested in animal welfare organizations for operations, programs and partnerships that reduce the number of animals in shelters being needlessly euthanized and do so in a responsible and sound manner. Unless otherwise restricted in the Grant Letter, a grant whose purpose is lifesaving investment may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals in the United States.

Pet Cancer Research - *conducting research relating to curing or preventing cancer in domestic animals. Funds invested with the purpose of Pet Cancer Research shall be used as more fully stated in the grant application.*

Pet Cancer Treatment – *providing support for the treatment for domestic companion animals suffering from cancer to pet parents of modest means or to pet parents whose pets have provided a service to others. Funds invested with the purpose of Pet Cancer Research shall be used as more fully stated in the grant application.*

Helping Heroes – funds invested to organizations that conduct operations to train, care for and otherwise support pets used for service, therapy, or support to people, or for working pets, such as military working dogs, search and rescue animals, and other working or service pets.

Spay/Neuter – funds invested in spay/neuter organizations for the purposes of providing spay/neuter services at subsidized rates, including free services, to those of modest means or to those persons seeking such services for any pet most in need in the community served by such organization. Funds may be used in an unrestricted manner to provide such spay/neuter services and decisions regarding need-based requirements are made in the sole discretion of the organization, including any designation of categories of animals most in need.

B. Purposes

The Petco Foundation makes grant investments in organizations that work to make the most significant impact possible with the support provided by the Petco Foundation. The Petco Foundation desires to support and encourage the work of those organizations that work together in an effort to create a nation where no animal is needlessly euthanized, where domestic animals can be trained to provide service



to people and organizations in need, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care.

Accordingly, the Petco Foundation agrees to make the Grant Investment to Grantee pursuant to the terms of this Agreement.

Grantee agrees that the Grant Investment will be used solely for the purposes described in the Grant Letter, and may not be used for any other purpose without the Petco Foundation's prior written approval.

C. Grant Investment Amount and Payment.

The Petco Foundation agrees to make the Grant Investment to Grantee in the amount stated in the Grant Letter. The Grant Investment will be payable as set forth in the Grant Letter.

If Grantee is a university or a governmental entity, division, or department, Grantee agrees that the Grant Investment will not be used for the general operating purposes or account of the university or entity but will be (1) deposited in a separate account for use as specified herein; or (2) if no such separate account exists, will be segregated for record-keeping purposes and designated for use as specified herein. If Grantee is a governmental entity, division, or department, Grantee agrees that the Grant Investment will not be used in any way to decrease the allocation or budget of governmental funds for any animal welfare purpose.

Each Grant Investment payment is contingent upon (1) Grantee's compliance with the terms of this Agreement, (2) Grantee's progress towards achievement of the purposes described above, as determined in the Petco Foundation's sole discretion, (3) the timely submission by Grantee of all reports and other information required pursuant to Section 4 below and the Grant Letter, if applicable, and (4) there having been no material changes in Grantee's operations, staffing, or funding which would adversely affect its ability to accomplish the purposes for which the Grant Investment was authorized.

The Petco Foundation retains the right to terminate the Grant Investment if in its sole discretion it determines that Grantee will not be able to achieve the purposes of the Grant Investment or that Grantee has failed to comply with the terms of this Agreement. In the event of such termination, Grantee will return any unexpended Grant Investment funds upon the request of the Petco Foundation and the Petco Foundation will have no further funding obligation.

Section 2. Representation, Warranties, and Covenants of Grantee



- A. Grantee is (1) a nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (2) a governmental entity, division or department; and Grantee will use the Grant Investment described herein solely for the exempt purposes stated in Section 1 above.
- B. Grantee is duly organized and validly existing under the laws of its state of incorporation or organization and has all requisite power and authority to conduct its business as now conducted and maintains all licenses, permits, and registrations and has satisfied all similar requirements necessary for its lawful operation.
- C. There are no claims, investigations or proceedings in progress, pending or threatened against Grantee which, if determined adversely, would have a material effect on Grantee's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Grantee which involve animal neglect or abuse.
- D. Any public messaging conducted or authorized by Grantee that includes information about the Petco Foundation and/or its support will promote a positive message about helping animals and saving lives. Neither Grantee nor any of its representatives will disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm the Petco Foundation or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for the Petco Foundation.
- E. All information and materials contained in Grantee's applications to the Petco Foundation for funds granted pursuant to this Agreement are true and correct in all material respects, and if any such information or materials change after the submission of such applications, Grantee will give immediate written notice to the Petco Foundation.
- F. Grantee will give immediate written notice to the Petco Foundation of any change or threatened change in its tax-exempt status, if applicable, or of any material change in Grantee's operations or staffing.



Section 3. Use of Content for Promotion/Publicity

Grantee hereby grants the Petco Foundation a worldwide, royalty-free, non-exclusive license to reproduce, distribute, create derivative works of, publicly display and perform in all media now known or later developed: (A) Grantee's name and logo, as applicable; and (B) any photographs, videos, text, images, and other content provided by Grantee concerning its programs, facilities and operations and the names, likeness and voice of all individuals (whether employees, volunteers, contractors, or others) associated with Grantee and depicted in the foregoing (collectively, "Grantee Content") without notice to Grantee for the duration of the Grant Investment Period plus a period of five (5) years following the end of the Grant Investment Period. Grantee warrants that it has obtained all necessary rights from third parties to grant the foregoing rights to the Grantee Content and that Grantee (on behalf of itself and all individuals named or depicted in any Grantee Content) unconditionally and irrevocably waives all claims, known or unknown, relating to compensation for use of Grantee Content, the right to publicity, the right to privacy, defamation, and any other common law or statutory claims of any nature under the laws of any jurisdiction. If the Petco Foundation wishes to create content (whether photographs, videos, text, images, and other content) about Grantee (and its programs, facilities, operations, and related individuals) ("Foundation Grantee Content"), the Petco Foundation will retain all rights, including copyrights and other intellectual property rights, in the Foundation Grantee Content and, upon request, Grantee will obtain releases and other permissions (in favor of the Petco Foundation) and provide copies of such releases or permission to the Petco Foundation.

Grantee may promote itself as a partner of the Petco Foundation and, if the Petco Foundation has given prior approval, use the Petco Foundation's name and logo in connection with such promotion in accordance with the Petco Foundation's trademark guidelines as may be provided from time to time. Such approval from the Petco Foundation must be in writing (including by email) from an authorized representative and will not be unreasonably withheld. If the Petco Foundation requests, Grantee will submit examples of proposed uses of the Petco Foundation name and trademarks contemplated under this Agreement before use to permit review and approval.

Each party will ensure that the names and/or logos used in accordance with this section will bear appropriate copyright and trademark notices or legends as provided by the owner. Except as expressly permitted in this section, neither party has any rights to use (or rights otherwise in or to) any trademarks, copyrights, trade names, logos, slogans, designs, labels, titles, or insignias now or hereafter owned, adopted, or used by the other party except with the prior written consent of the owning party. All use of the marks by the licensed party will inure to the benefit of the party granting such license.



Section 4. Grantee Reporting

The Petco Foundation desires to provide grant investments to organizations that will make a significant impact on the lives of domestic companion animals with the Petco Foundation's grant investments. Although the exact purpose of funding may vary for each organization the Petco Foundation funds, it is important to the Petco Foundation to monitor the impact within the organization and if possible, the community. Consequently, ongoing reporting and animal related data is important to enable the Petco Foundation to evaluate the impact of its investments.

Grantee agrees to provide the Petco Foundation with annual reports during the Grant Investment Period and for a period of three (3) years after the end of the Grant Investment Period, such reports to be filed on the Petco Foundation online grant system. Such reports may include continued disclosure of basic organizational information similar to the information provided by Grantee in its grant application to the Petco Foundation and must include information regarding the number of animals cared for or trained, as applicable, the operations of Grantee, reports on Grantee's financial condition, and reports on the specific uses of Grant Investment funds.

Grantee agrees to review all Grantee contact information in the Petco Foundation's online system, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the Petco Foundation's online information correction form.

Grantee agrees to provide a story (approximately 500 words) that highlights what the investment is being used for, the lifesaving impact in your community, and include a short story about a particular animal that was impacted by the investment. A notice will be sent out six (6) months after the initial grant payment.

Grantee agrees to provide such reports and any other information as may be reasonably requested by the Petco Foundation in the form requested by the Petco Foundation, which may require filing annual reports in the Petco Foundation's online grant reporting system.

Section 5. Confidentiality

Each party agrees that it will not at any time: (A) disclose any "Confidential Information" of the other party to any third party (except for legal and financial advisors who are advised of the confidential nature of this Agreement); or (B) use the other party's Confidential Information for any purpose other than fulfilling its obligations under this Agreement. "Confidential Information" means all nonpublic information of a party, including, but not limited to, any product formulas, business or marketing plans, and other information of a nonpublic or proprietary nature. Confidential Information does not include any information which (i) was publicly available at the time of disclosure, (ii) becomes publicly available after disclosure through no fault of the recipient party, (iii)



was in the recipient party's possession as evidenced by its written record prior to disclosure by the disclosing party, and was not subject to an earlier confidential relationship, or (iv) was rightfully acquired by the recipient party after disclosure from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality. Each party will maintain the terms of this Agreement in strict confidence and will not disclose such terms to third parties (other than legal and financial advisors who are advised of the confidential nature of this Agreement) except with prior written consent of the other party.

In the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, that party will provide the other party with prompt, prior written notice of such requirement so that the party seeking protection of the Confidential Information may seek a protective order or other appropriate remedy at their own expense and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, then the disclosing party agrees to furnish only that portion of the Confidential Information which it is advised in writing by its counsel is legally required.

Notwithstanding the above, any information submitted by Grantee to the Petco Foundation as required herein or in connection with any other grant investment by the Petco Foundation to Grantee, including any grant application, any required reports of Grantee, or any other related correspondence, will become the property of the Petco Foundation and is not considered Confidential Information herein with the exception of personal information provided by individual adopters. The Petco Foundation may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

The terms and conditions of this section will survive the termination and/or expiration of this Agreement.

Section 6. Future Funding

Grantee acknowledges that the Petco Foundation is not making any representations regarding future funding of Grantee, other than as specified herein.

Section 7. Amendments

No amendment of this Agreement is valid unless such amendment is in writing and signed by each of the parties hereto.

Section 8. Assignment; Binding Effect

This Agreement may not be assigned by either of the parties hereto without prior written consent of the other party. Except as provided herein, the terms and conditions



of this Agreement will extend to, bind and inure to the benefit of the parties and their respective successors and assigns, if permitted.

Section 9. Compliance

The parties represent that they will comply with all applicable federal, state and local laws and regulations governing the performance of this Agreement by the parties.

Section 10. Indemnification

To the extent permitted by law, grantee hereby covenants and agrees to indemnify, save and hold the Petco Foundation free, clear and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with or arising out of the Grant Investment. Grantee's covenants under this paragraph will survive termination of this Agreement.

Section 11. Miscellaneous

Each party acknowledges participation in the formation of this Agreement and fully understands all terms and conditions provided herein.

This Agreement and all claims arising out of or relating thereto will be governed by the laws of the State of California, exclusive of its choice of law rules.

The address for notifications to the Petco Foundation is:

The Petco Foundation
654 Richland Hills Drive
San Antonio, TX 78245

The address for notifications to Grantee is Grantee's address as stated in the Grant Letter.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings between the parties.



ATTACHMENT A

**PIMA COUNTY ADDENDUM
TO
GRANT AGREEMENT BETWEEN
THE PETCO FOUNDATION AND
THE PIMA COUNTY HEALTH DEPARTMENT**

The following terms and conditions to the Grant Agreement from the Petco Foundation, dated December 8, 2017, are added:

Cancellation for Conflict of Interest

This Grant Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

Compliance with Employment Regulations

The parties will comply with all applicable state and federal immigration and employment laws and will require subcontractors, if any, to do the same, including, but limited to, A.R.S. § 23-214 (A), Arizona Executive Order 2009-09, Public Law 101-336, 42 § U.S.C. 12101-12213 and all applicable federal regulations under the Americans with Disabilities Act, including 28 CFR Parts 35 and 36.