



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: September 1, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Petsmart Charities

***Project Title/Description:**

Preserving Families Covid Grant

***Purpose:**

To provide medical care and housing grants for Pima County animals in need.

***Procurement Method:**

N/A

***Program Goals/Predicted Outcomes:**

Provide housing for animals whose families are dealing with eviction or illness due to Covid, and to provide medical care for animals whose families may not be able to afford care due to Covid-19. By acceptance of this award, the Board authorizes Kristen Hassen or Monica Dangler to execute the electronic documents.

***Public Benefit:**

Provide financial resources to the county to provide animal care; reduce the number of ill or injured animals; reduce the number of surrendered animals that the county would have to support

***Metrics Available to Measure Performance:**

Number of animals housed; number of animals for which medical services were provided

***Retroactive:**

No

GM Approval 8/18/2020 LLS

Contract / Award Information

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

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

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, 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 22-10.***Amendment / Revised Award Information**

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

Amendment No.: _____ AMS Version No.: _____

Commencement 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 ☐ AmendmentDocument Type: GTAW Department Code: PAC Grant Number (i.e., 15-123): 21*023Commencement Date: September 1, 2020 Termination Date: August 27, 2021 Amendment Number: _____☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 30,000***All Funding Source(s) required:** Petsmart Charities***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/AContact: Kristen Hassen-AuerbachDepartment: Pima Animal Care CenterTelephone: 520-247-7991Department Director Signature/Date: [Signature] 8/12/20Deputy County Administrator Signature/Date: [Signature] 17 Aug 20County Administrator Signature/Date: C. R. [Signature] 8/13/20

(Required for Board Agenda/Addendum Items)



Grant Agreement

This Grant Agreement ("Grant Agreement") is entered into between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code"), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and Pima County whose address is 130 W. Congress 7th Floor, Tucson AZ 85701-1317 ("Grantee").

Grant Purpose and Terms:

Grant Funds	\$30,000
Grant Purpose	<p>The Grant funds in the amount of \$30,000 over 12 months. Funds will be used for expenses related to Pima County Animal Care Center's community response to the COVID-19 pandemic impact to the greater Tucson and Southern Arizona areas.</p> <p>Funds are to be used to support pets of at-risk and impacted communities affected by the COVID-19. Funds may be used for but are not limited to: pet food, pet supplies, staffing/transportation costs related to direct COVID-19 pet care programs, emergency pet boarding and subsidized housing deposits/pet rent.</p>
Distribution Schedule of Grant Funds	Cash in single installment of \$30,000.
Grant Period	Upon execution through August 27, 2021.
Grant Conditions	<p>The organization may be requested to provide additional data supporting grant outcomes and impact to PetSmart Charities. Should this information be requested, it will be reviewed with organization at the time of grant award.</p> <p>If the Organization wishes to request an extension, a request must be submitted in writing to PetSmart Charities for approval a minimum of 30 days prior to end of the grant term. The request must outline progress to date including funds expended, funds remaining and a rationale for the requested grant amendment.</p> <p>If any grant funds remain unspent for the purpose and term of this grant, the Organization must contact PetSmart Charities within 30 days after the end of the grant term for consideration of remaining funds or return any unused funds to PetSmart Charities.</p> <p>The grantee acknowledges that future operational funding for this organization and its programs is not guaranteed beyond the date of the grant terms.</p>

Impact Report(s)	<p>The organization agrees to provide the following reports to PetSmart Charities in connection with this grant, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how of how reports are provided.</p> <p>Unless otherwise specified, submit all reports via www.cybergrants.com/petsmartcharities/reports/app. The first Interim Impact Report will become available 1 day after the first payment date and is due by 3/27/2021. The Final Impact Report will become available on 3/28/2021 and is due on 9/27/2021.</p> <p>Impact Report templates are located at https://petsmartcharities.org/pro/resources/grant-applicants/sample-impact-reports</p> <p>Interim Impact Reports will include:</p> <ol style="list-style-type: none"> 1. Usage of PetSmart Charities grant funds expended to date, broken out into the following categories: containment, direct animal care staffing, marketing/outreach, and other. 2. Description of key activities in the program supported by the PetSmart Charities grant to date. 3. #s of humans and pets served to date supported by PetSmart Charities grant funding. 4. Description of any anticipated challenges completing the PetSmart Charities grant within the grant terms. <p>The Final Impact Report will include:</p> <ol style="list-style-type: none"> 1. Total usage of PetSmart Charities grant funds expended, broken out in the following categories: containment, direct animal care staffing, marketing/outreach, and other. 2. List of all Zip codes served by 5% or more of clients supported by this funding. 3. Collaborating funders and in-kind partners supporting the program, including amounts invested. 4. Number and demographics of human clients served by grant funding 5. Number of animals served and breakout of services provided per animal facilitated by the grant funding. 6. Grant acknowledgement communications activities completed to date. 7. Photo and stories that highlight impact of services provided via this grant. (It is advisable to anonymize names and individuals in sensitive situations.) <p>The grantee acknowledges that emails with the grant report link and reminders of the due dates will be emailed to the 'Grantseeker' of the</p>

	<p>original submitted application. It is the organization's responsibility to update all organization information as necessary at http://www.cybergrants.com/petsmartcharities/organization/update and to notify the PetSmart Charities via grants@petsmartcharities.org if there are personnel changes to the "Grantseeker" during the term of the grant.</p> <p>Failure to submit reports in a timely manner as required of this grant may impact your organization's future grant eligibility. Please note that failure to submit reports may lead to additional review of grant activities and expenditures by PetSmart Charities.</p>
Grant Acknowledgement	<p>Should you require assistance or to confirm completion of these recognition requests, please email: petsmartcharitiesmarketing@petsmartcharities.org</p> <p>PetSmart Charities will be recognized in the Organization's publications and media commensurate with other donors' level of aggregate annual funding including all grants and adoption rewards as applicable throughout the fiscal year of the organization.</p> <p>Other acknowledgement requirements specific to this grant must be completed by the due date of the Interim Impact Report unless otherwise noted are:</p> <ul style="list-style-type: none"> • Distribute press release and post on organization's website with a quote from a representative of PetSmart Charities announcing PetSmart Charities grant to local media outlets <i>within 90 days of execution of the grant</i>. If you would like help pitching this to area media, we are happy to assist. <ul style="list-style-type: none"> ○ Please e-mail PublicRelations@petsmartcharities.org for press release approvals and allow up to 10 business days for approvals. • Share the grant approval news on Social Media using the sample social posts provided as a guide and tag the appropriate PetSmart Charities channel <i>within 90 days of execution of the grant</i>. <ul style="list-style-type: none"> ○ FB: @PetSmartCharities, IG: @PetSmartCharities, Twitter: @PetSmartChariTs ○ Our approved hashtags are: #PetSmartCharities ○ For tips on how to post on Social Media, review https://youtu.be/NEzvJQRcZMs • Add a PetSmart Charities digital badge to your organization's donor page, linking back to www.petsmartcharities.org. • Prominently display our partnership and support by including a PetSmart Charities logo, sign, or door cling within your organization. • Include the PetSmart Charities logo on any collateral promoting the PetSmart Charities-funded event, initiative project or program.

	<ul style="list-style-type: none"> • Organization will acknowledge to each recipient of any supplies or services received through this grant the contribution of PetSmart Charities. An example could be <i>"This program and/or service provided by and/or in part by a grant from PetSmart Charities"</i> on receipt, contract or follow up instructions. • Coordinate with PetSmart Charities, with a minimum of 30 days' notice, to ensure a representative is invited/available to attend any small events, open houses or check presentations planned regarding the grant funded program/project. • All grantees are encouraged to share photos showing the impact of your grant with the marketing and PR teams at PetSmart Charities to leverage through traditional or Social media via email: petsmartcharitiesmarketing@petsmartcharities.org and PublicRelations@petsmartcharities.org <p>Link to templated materials, including a press release, digital badge, door cling and social media templates: https://petsmartcharities.org/pro/resources/marketing-support/grant-recipient-media-requirements</p> <p>All press releases and marketing materials that incorporate PetSmart Charities' logo need to be approved via email by a PetSmart Charities team member. For all press release or media alert approvals, please e-mail PublicRelations@petsmartcharities.org. For all Marketing approvals, including but not limited to signage and social posts, please e-mail PetSmartCharitiesMarketing@petsmartcharities.org. Please allow 5-10 business days for approvals.</p>
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Terms and Conditions

- A. Grantee will utilize the Grant Funds only for the Grant Purpose, subject to the Grant Conditions, and during the Grant Period, and will not use the Grant Funds for any other purpose (including, without limitation, any lobbying or political activities or any other purpose not permitted in Section 501(c)(3) of the Code). Grantee agrees to provide Charities the Impact Report(s) along with any other information reasonable requested. If the Grant Funds include any in-kind product, Grantee may be required to execute the Donated Goods Addendum. Grantee will immediately notify Charities if it is unable to comply with the terms of this Grant Agreement.
- B. Grantee represents to Charities, as of the Grant Agreement date and at all times during the Grant Period, that:
1. Grantee is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use the Grant Funds for exclusively public purposes, or (iii) an "Indian tribal government," under Section 7701(a)(40) of the Code, that is treated as a State that will use the Grant Funds exclusively for public purposes.
 2. Grantee holds and will maintain any and all licenses, permits and registrations necessary or appropriate to operate and fulfill Grantee's mission.
 3. Grantee is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
 4. Grantee is not on any federal terrorism "watch list" and Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

5. Grantee agrees that all representations or statements made by Grantee in any application or any related communications from or on behalf of Grantee are true and accurate in all material respects. Grantee will notify Charities promptly in writing of any changes in such representations or statements.
- C. Grantee agrees to maintain adequate books and records and other financial documents, including records that readily show the Grant Funds were used exclusively for the Grant Purpose. During the term of the Grant Agreement and for two years afterwards, Charities may audit or review Grantee's books and records to confirm Grantee's compliance with the terms of the Grant Agreement. Any such request will be made with at least ten (10) business days prior notice and during normal business hours. Following any such request, Grantee will provide Charities with the requested records and will fully cooperate with Charities. During any such audit or review, Charities may, in its sole discretion, suspend or withhold any unpaid Grant Funds pending the outcome of the audit or review. Grantee expressly grants permission to Charities or its designees to discuss with, or request documentation from, third parties about Grantee related to performance under this Agreement. Grantee agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Grant Agreement.
- D. Grantee will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Charities, PetSmart, Inc. or their respective activities, owners, officers, directors, or employees. This includes any statement intended, or that could be reasonably expected given its content or context, to harm or that would lead to unwanted or unfavorable publicity.
- E. Nothing in this Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. Charities and Grantee are each independent entities and each will be solely responsible for the acts and omissions of its respective officers, agents, employees, and representatives during and after the term of the Grant Agreement. This Grant Agreement is being made solely for the purpose of supporting the Grantee, and there is no explicit or implicit oral or written agreement or understanding that any Charities' director, officer or other representative will receive compensation in connection with such payment.
- F. Grantee shall defend, indemnify and hold harmless Charities including its respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Grantee's: breach of this Grant Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Grant Funds, or any program or activity of Grantee related to this Grant Agreement; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Grantee is a governmental entity and as such, is prohibited by law from indemnifying Charities.
- G. Grantee agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, gender, marital status or any other legally protected status.
- H. Grantee agrees that it will acknowledge Charities' support in any promotional materials, including websites and social media platforms, and provide any recognition and benefits at the same level provided to other organizations giving Grantee comparable levels of funding. Grantee must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Grantee use of its logo, such use is a limited, non-exclusive, revocable right to use. Grantee may not use Charities' logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable. Grantee will not use either Charities' name or logo in a negative light or critical manner. Any right given to Grantee for the use of Charities name or logo may not be transferred, assigned or sublicensed.
- I. Charities has the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Grantee's name and logo. Such use may be in electronic or digital format (including e-mail, social media platforms

or websites) or in printed form. Charities will not use Grantee's name or logo in a negative light or critical manner. Charities' use of Grantee's name or logo will be limited to only the use to support or further Charities' mission.

- J. If either party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.
- K. Either party may terminate this Grant Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Grant Agreement upon written notice to Grantee if Charities determines, in its sole discretion, that Grantee: has breached any term of this Grant Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. Upon termination of this Grant Agreement for any reason, Grantee will return to Charities any unspent portion of the Grant Funds. If Charities terminates this Grant Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future payments of funds or provision of support; or revoke any payment of funds not used in accordance with this Grant Agreement and require that all previously provided funds will be returned.
- L. This Grant Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Grant Agreement. This Grant Agreement may be modified or amended only in writing, duly executed by both parties, except that, upon mutual written agreement, the parties make minor modifications to the Grant Purpose, Grant Conditions, and Grant Period that do not materially alter its intended purpose. This Grant Agreement shall not be construed for or against any party based on which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel to the party's satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Grantee and is fully executed. Charities and Grantee each represent that the individuals signing are duly authorized to execute this Grant Agreement. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this Grant Agreement, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Grant Agreement, all effective as of the last date written below.

"CHARITIES"

PetSmart Charities, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

"GRANTEE"

Pima County

Signature: _____

Name: Katherine Hahn

Title: _____

Date: _____

To evidence their agreement to the terms and conditions of the Petsmart Charities Preserving Families grant agreement, the parties have executed and delivered this Grant Agreement, effective as of the last date written below.

PIMA COUNTY

"CHARITIES"

Ramón Valadez, Chairman
Pima County Board of Supervisors

Signature

Printed Name

Title

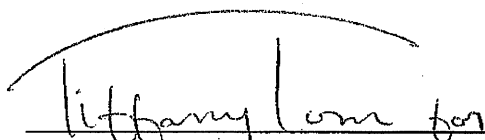
Date

Attest:

Clerk of the Board

Date

APPROVED AS TO FORM



Jonathan Pinkney
Deputy Pima County Attorney

8/13/20

Date