

## **RESOLUTION NO. 2015-0065**

Adopted by the Sacramento City Council

March 10, 2015

### **PETCO FOUNDATION LIFESAVING IMPACT GRANT (G13000300)**

#### **BACKGROUND**

- A. The Petco Foundation is a non-profit corporation that supports other designated non-profit pet related groups as well as municipal/governmental agencies and educational institutions involved in animal causes. The Lifesaving Impact Grant (Exhibit A) provides funding to animal welfare organizations performing sheltering and adoptions.
- B. This grant will provide funding for the Animal Care Services Division (Division) to increase the number of offsite adoption events, which allow the Division to showcase shelter animals in areas within the community that reach a broader audience of adopters. During the past few years the Division has tripled the number of adoptions from the shelter through increased community outreach and engagement.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or the City Manager's designee is authorized to accept a Petco Foundation Lifesaving Impact Grant award in the amount of \$132,500.
- Section 2. The City Manager or the City Manager's designee is authorized to execute all documents necessary to accept the Petco Foundation Lifesaving Impact Grant.
- Section 3. The City Manager or the City Manager's designee is authorized to establish the Petco Foundation Lifesaving Impact Grant project (G13000300).
- Section 4. The City Manager or the City Manager's designee is authorized to establish revenue and expenditure budgets in the Petco Foundation Lifesaving Impact Grant project (G13000300) in an amount not to exceed \$132,500.
- Section 5. Exhibit A is a part of this Resolution.

**Table of Contents:**

Exhibit A – Grant Agreement

Adopted by the City of Sacramento City Council on March 10, 2015, by the following vote:

Ayes: Members Ashby, Carr, Hansen, Harris, Schenirer, Warren and Mayor Johnson

Noes: None

Abstain: None

Absent: Member Jennings

Vacant: District 6

Attest:

**Shirley Concolino**

Digitally signed by Shirley Concolino  
DN: cn=Shirley Concolino, o=City of Sacramento, ou=City  
Clerk, email=sconcolino@cityofsacramento.org, c=US  
Date: 2015.03.19 12:57:46 -07'00'

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Shirley Concolino, City Clerk



Requires Council Approval:  No  YES Meeting: 3/10/15

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Type: Grant agreement	PO Type:	Attachment: Agreement No.:
\$ Not to Exceed: \$132,500		Original Doc Number:
Other Party: Petco Foundation		Certified Copies of Document::
Project Name: Lifesaving Impact Grant		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: N/A	Bid Transaction #: N/A	E/SBE-DBE-M/WBE: N/A

Department Information

Department: General Services Division: Animal Care Services  
 Project Mgr: Gina Knepp Supervisor: Reina Schwartz  
 Contract Services: Pete Jensen Date: 2/4/15 Division Mgr: Gina Knepp  
 PM Phone Number: 808-8333 Org Number: 13001131

Comment:

Review and Signature Routing

Department	Signature/Initial	Date
Project Mgr:	<i>Pete Jensen for Gina Knepp</i>	2-4-15
Contract Services:	<i>Pete Jensen</i>	2-4-15
Supervisor:		
Division Manager:		
City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	2-4-15

Call Pete Jensen x 3135  Notify for Pick Up

Authorization	Signature	Date
Schwartz, Reina Department Director:	<i>[Signature]</i>	
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

<b>For City Clerk Processing</b>	
<b>Finalized:</b>	
Initial:	
Date:	
<b>Imaged:</b>	
Initial:	
Date:	
<b>Received:</b> <small>(City Clerk Stamp Here)</small>	



## Grant Agreement

This agreement (the "Agreement") is made and entered into effective as of this 30 day of January, 2015, by and between:

City of Sacramento Front Street Shelter  
2127 Front Street  
Sacramento, CA 95818  
(a California nonprofit public benefit corporation)  
(herein referred to as the "Grantee" )

And

The Petco Foundation  
9215 Rehco Road  
San Diego, CA 92121  
(a California nonprofit public benefit corporation)  
(hereinafter referred to as the ("the Petco Foundation").

WHEREAS, Grantee is a nonprofit animal welfare organization that provides sheltering services to care for domestic companion dogs, cats, rabbits, and small animals including adoption services to find permanent homes;

WHEREAS, the Petco Foundation is a nonprofit organization whose mission is to raise the quality of for pets and the people who love and need them;

WHEREAS, the Petco Foundation desires to invest grant funds in organizations who will utilize such funds to make a significant lifesaving impact for animals in need; and

WHEREAS, the Petco Foundation may make grant investments of product and cash to Grantee from time to time, including the investment set forth in Section 1 below and all such grant investments will be governed by the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to carry out the proposals set forth above in accordance with the following:

Section 1. Grant Investment Agreement:

A. The Petco Foundation makes investments in organizations that work to make the most significant lifesaving impact possible with the support provided by the Petco Foundation. The Petco Foundation desires to invest in those organizations that work together in an effort to create a lifesaving nation where no animal is needlessly euthanized.

Accordingly, the Petco Foundation may make grant investments from time to time in Grantee for their lifesaving work. Such grant shall be used for the purposes more specifically set forth in any Grant Agreement, or Grant Statement relating to such investment by the Foundation, and if no Grant Agreement or Statement exists relating to a specific investment, such funds will be utilized as specified in the Grant Application submitted in accordance with the Petco Foundation's online grant application system.

B. Grant Award(s).

The Petco Foundation agrees to make an investment in the lifesaving work of Grantee in the sum of **\$132,500** for the purposes set forth in the Grantee's application for the December 2014 Grant Cycle application. Grantee agrees that such funds will be used solely as specified herein unless otherwise agreed to by the Foundation.

If Grantee is a municipal division, department or similar organization, Grantee agrees that such investment will not be used for the general account of the municipality but shall be (1) deposited in a separate account for use as specified herein; or (2) if no such separate account exists, such funds will be specifically held aside and designated for use as specified by herein and such funds shall not be used in any way to decrease the allocation or budget of municipal funds for such animal welfare purpose.

C. Additional Grant provisions.

The Petco Foundation may request specific agreements by the Grantee for a particular request. Any additional agreements may be set forth in an Appendix A to this Agreement if it relates to the Grant specified therein.

Section 2. Representations and Warranties.

- A. Grantee is a nonprofit corporation organized and operated for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or a governmental entity, division or departmental; and any investment by the Petco Foundation will be used for the exempt purpose as stated Section 1;
- B. Grantee is duly organized and validly existing under the laws of its state of incorporation 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. Grantee is in compliance with all applicable local, state and federal laws, regulations and other requirements;
- D. There are no claims, investigations or proceedings in progress or pending or threatened against Grantee which, if determined adversely, would have a material adverse effect on Grantee's ability to continue its non-profit purpose and there are no formal claims, investigations or proceedings in progress, pending or threatened against Grantee which involve animal neglect or abuse;
- E. All information and material presented in Grantee's application is true and correct in all material respects; and
- F. Grantee shall give immediate written notice to the Petco Foundation of any change or threatened change in its tax-exempt status, if applicable; or in the change of any other information set forth above. In such event, the Petco Foundation may postpone disbursement of or cancel any undisbursed portions of the Grant. □

### Section 3. Use of content for promotion/publicity.

Grantee hereby grants the Petco Foundation a non-exclusive license to use Grantee's name and logo and any photographs, videos or any other representations or images of Grantee, including its facilities and operations, (referred to as "Grantee Content") without notice to Grantee and for a period of five year's following the most recent grant to Grantee from the Petco Foundation. The Grantee (and any other individual named or depicted in any Grantee Content) unconditionally and irrevocably waive all claims to compensation for use of the Grantee Content, and/or any rights with respect to such use you may have under copyright law, the right to publicity, the right to privacy, the law of defamation, and any other common law or statutory claims under the laws of any jurisdiction. You agree to use your best efforts to obtain any release or other agreement to the Petco Foundation with respect to any third parties depicted in any Grantee Content.

Grantee may promote itself as a partner of the Petco Foundation and use the Petco Foundation's name and logo in connection with such promotion, provided that Grantee first submits such use to the Petco Foundation for its review and approval. Such approval from the Petco Foundation shall be in writing (including by email from an authorized representative) and will not be unreasonably withheld.

Each party hereto shall ensure that the names and/or logos to be used hereunder shall bear the appropriate copyrights, trademarks and/or service marks of the owner when such names and/or logos are used as a copyright, trademark and/or service mark. Except as set forth in this section, neither party shall have any rights 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 and shall have no rights to use any of the same except with the prior written consent of the party granting such

license. Any use of the marks by the licensed party shall inure to the benefit of the party granting such license.

#### Section 4. Grantee reporting.

The Petco Foundation desires to invest in organizations that make a significant lifesaving impact with the Foundation's investment. Although the exact purpose of funding may vary for each organization the Foundation funds, it is important to the Foundation to monitor the impact within the organization and if possible the community. Consequently, ongoing reporting and animal data is important to enable to the Foundation to evaluate the lifesaving impact of its investments.

Grantee agrees to provide the Petco Foundation with annual reports that may be required of Grantees from time to time for a period of three years from the date of the most recent investment by the Foundation to the Grantee under this agreement, any subsequent grant statement or any online grant application funded. Such reports will require continued disclosure of basic organizational information similar to the information under the Foundation's grant application and will include information regarding the number of animals cared for and the operations of the Grantee, reports on Grantees financial condition and a report on the use of funds.

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

#### Section 5. Non-Disparagement.

As a partner of the Petco Foundation, Grantee certifies that any public messaging that includes information about the Petco Foundation shall promote a positive message about helping animals and saving lives. Grantee agrees that it shall not 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 to the Petco Foundation.

#### Section 6. Future Funding.

Grantee acknowledges that the Petco Foundation is not making any representations regarding funding, other than as specified herein, and if any of the grant funds are returned and not used as specified in this agreement, all obligations of funding by the Petco Foundation will thereby terminate.

#### Section 7. Amendments

No amendments or modifications of this Agreement shall be valid unless the same is in writing and signed by each of the parties hereto.

#### Section 8. Assignment Binding Effect

This Agreement shall not be assigned by any of the parties without prior written consent of the other. Except as provided herein, the terms and conditions of this Agreement shall extend to, bind and inure to the benefit of the parties and their respective successors and assigns, if permitted.

#### Section 9. Compliance

All 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. Termination

In the event that either party breaches any material provision of the Agreement or takes action with the intent and effect of materially injuring the business reputation or prospects of the other, and the breach or injurious action is not cured within twenty (20) days following written notice to the breaching party, the other party shall have the right to terminate this Agreement without limitation of any other rights it may have in respect to such breach of injurious action.

#### Section 11. Indemnification

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, arising out of, the Petco Foundation investment of grant funds for any purpose specified herein or the use of the building to which this capital investments relates. Grantee's covenants under this paragraph shall survive termination of this Grant Agreement.

#### Section 12. Miscellaneous Provisions.

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 shall 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 shall be sent to:

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



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

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective as of the date first above written.

**The Petco Foundation**

**Grantee**



By: \_\_\_\_\_  
Name: Susanne Kogut  
Title: Executive Director

By: \_\_\_\_\_  
Name: Gina Knepp  
Title: Animal Care Services Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
CITY ATTORNEY

Appendix A

Grantee and the Petco Foundation hereby agree to the additional agreements relating to the investment made for the December 2014 Grant Cycle.

1. Grantee agrees to promote the Petco Foundation with positive messaging about its lifesaving work on Grantee's website, Facebook and other social media vehicles and other outreach opportunities from time to time.
2. Grantee agrees to name the Petco Foundation as sponsor of two or more adoptions events or promotions during 2015 and 2016 as reasonably agreed to by the parties in a manner consistent with the terms herein.