

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.3
(ID # 12529)**

MEETING DATE:
Tuesday, May 12, 2020

FROM: ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Accept and Approve the PetSmart Charities Grant Agreement between Department of Animal Services and PetSmart Charities, Inc.; All Districts. [\$10,000 - 100% Grant Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the grant in the amount of \$10,000 from PetSmart Charities, Inc. to support activities related to COVID-19 relief related to pets;
2. Approve the Grant Agreement between PetSmart Charities, Inc. and the County of Riverside (Grant Agreement) in the amount of \$10,000;
3. Authorize the Director of Animal Services, or designee, to execute a Grant Agreement, substantially conforming in form and substance to the attached Grant Agreement, subject to County Counsel approval; and
4. Authorize the Director of Animal Services, or designee, to take all steps necessary to implement and administer the Grant Agreement.

ACTION: Policy

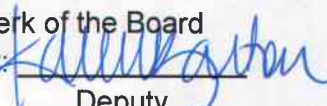

Julie Bank, Director of Animal Services 5/7/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 12, 2020
xc: Animal Services

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 10,000	\$ 0	\$ 10,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% funded by PetSmart Charities, Inc.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Animal Services (DAS) applied for a grant through PetSmart Charities, Inc. for COVID-19 relief. DAS was awarded a grant in the amount of \$10,000. The grant must be used for supplies, equipment, and staffing related to DAS' COVID-19 response, and may include activities related to feeding, sheltering, transportation, operations, administration, medical treatment, and technology that supports adoptions for shelter pets and foster care support.

DAS will use the grant funds to support medical care and veterinary supplies, husbandry and food stocks for fosters, and enhanced technology to facilitate the foster and adoption processes by removing barriers. The technology we are seeking are devices to enable remote assistance for foster parents and veterinary consults; the technology would also be used for mobile adoptions and meet-and-greet introductions to prospective adopters. These devices (such as iPads) will be used by staff to create profiles that feature animals in need, for posts on social media, and to track and coordinate foster placement remotely.

Staff recommend accepting the grant and approving the form of the Grant Agreement. County Counsel has reviewed the Grant Agreement and has approved it as to form.

Impact on Residents and Businesses

The grant funding will have a positive impact on Riverside County residents and their pets during this Covid emergency. It will enable DAS staff to quickly and efficiently adopt animals to families, medically evaluate shelter animals in foster homes, and transfer animals to foster homes while maintaining social distancing requirements. This will be done through advancing technology available to staff.

ATTACHMENT:

PetSmart Charities, Inc. Grant Agreement

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**



Gregory H. Priamos, Director County Counsel 5/7/2020



PETSMART
Charities
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 **County of Riverside**, whose address is PO Box 1326, Riverside CA 92502-1326 (“Grantee”).

Grant Purpose and Terms:

Grant Funds	\$10,000
Grant Purpose	<p>Grant funds in the amount of \$10,000 are to be used for expenses related to the County of Riverside AKA Riverside County Department of Animal Services at-risk shelter animals affected by COVID-19.</p> <p>Grant funds may be used for, but are not limited to, the following purposes: supplies, equipment, staffing related to direct COVID-19 response, food, sheltering, transport, operations, administration, necessary medical treatment, technology that supports adoptions for shelter pets and foster care support.</p> <p>The grantee acknowledges that future operational funding for this program is not guaranteed beyond the date of the grant terms.</p>
Distribution Schedule of Grant Funds	Cash in single installment of \$10,000
Grant Period	Six (6) months from execution of this agreement.
Grant Conditions	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 grant deadline. The request must outline progress to date including funds expended, funds remaining and a rationale for the requested grant amendment.
Impact Report(s)	<p>The organization agrees to provide the following report to PetSmart Charities in connection with this grant, on or before the deadline set forth below. PetSmart Charities reserves the right to change the method and format of how reports are provided.</p> <p>Unless otherwise specified, submit all reports via www.cybergrants.com/petsmartcharities/reports/app. The Final Impact Report will become available 1 day after the payment date and is due 30 days after the end of the grant term.</p>

	<p>Impact Report templates are located at https://petsmartcharities.org/pro/resources/grant-applicants/sample-impact-reports</p> <p>The Final Impact Report will include:</p> <ol style="list-style-type: none"> 1) Detail use of grant funds and expenditures 2) Number of Animals Assisted 3) Detail on coordinating agency(ies), program and outcomes 4) Information on remaining funding, if any. 5) Photo and stories related to grant impact. <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 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 timely submit reports 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>The following marketing opportunities are not required but may be used in conjunction with PetSmart Charities to leverage in your local community:</p> <ul style="list-style-type: none"> • 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. • Share the grant approval news on Social Media using the sample social posts provided as a guide and tag the appropriate PetSmart Charities channel within 30 days of execution. <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. • Please use the PetSmart Charities logo on any collateral promoting the PetSmart Charities-funded event, initiative or program. All logo use must be approved by PetSmart Charities via email to PetSmartCharitiesMarketing@petsmartcharities.org <p>The following marketing opportunities are not required can be used with in conjunction with PetSmart Charities to leverage in your local community.</p>

- A template press release with a quote from a PetSmart Charities spokesperson announcing the recent grant and its purpose. You may distribute the release to local media outlets and on your organization's web site. Please e-mail PublicRelations@petsmartcharities.org for approval.
- A PetSmart Charities digital badge to publish on your organization's donor page, linking back to www.petsmartcharities.org.
- Share announcement news and impact stories about your grant on social media using the sample social posts provided as a guide and tag the appropriate PetSmart Charities channels so we can engage with your posts.
- All grantees are encouraged to share stories and visual assets (photos/video) showing the impact of your grant with the marketing and PR teams at PetSmart Charities by sending them to petsmartcharitiesmarketing@petsmartcharities.org

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>

All press releases and marketing materials that incorporate PetSmart Charities' logo need to be approved by a PetSmart Charities team member and please allow up to 10 business days for approvals. Should you require assistance or to confirm completion of these recognition requests, please email:

petsmartcharitiesmarketing@petsmartcharities.org

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"


County of Riverside

Signature: _____
DocuSigned by:
C427F01309F047A...

Name: _____

Title: _____

Date: _____

FOR THE COUNTY COUNCIL
BY:  DATE: 5/6/2020