

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



ITEM: 3.13
(ID # 18915)

MEETING DATE:
Tuesday, June 28, 2022

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. [\$90,000 Total Cost - Grant Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Accept** the grant in the amount of \$90,000 from PetSmart Charities, Inc. to support basic veterinary care for pets owned by families living in disadvantaged communities;
2. **Approve** the Grant Agreement between PetSmart Charities, Inc. and the County of Riverside (Grant Agreement) in the amount of \$90,000;
3. **Authorize** the Director of Animal Services to execute the attached Grant Agreement on behalf of the County of Riverside; and
4. **Authorize** the Director of Animal Services, or designee, to take all necessary steps to implement and administer the Grant Agreement.

ACTION: Policy

Erin Gettis
Erin Gettis, Director of Animal Services

5/16/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: June 28, 2022
xc: Animal Services

Kecia R. Harper
Clerk of the Board
By: *Judy Meadows*
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	\$ 90,000	\$ 0	\$ 90,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by PetSmart Charities, Inc.			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Animal Services (DAS) applied for a grant through PetSmart Charities, Inc. to assist individuals living in vulnerable populations. DAS was awarded a grant in the amount of \$90,000.

DAS will use the funds to support basic veterinary care for animals owned by families living in disadvantaged communities. DAS intends to use the grant funds to increase the number of families that can retain their pets, thereby reducing the number of animals being surrendered by their owners. These services include, but are not limited to, expenses related to animal veterinary care such as vaccinations, microchips, and spay/neuter surgeries. DAS estimates the grant will impact approximately 500 pets/400 humans.

Impact on Residents and Businesses

The grant funding will have a positive impact for Riverside County's residents and their pets. The funding will give DAS the opportunity to keep pets with their families. This will reduce the number of pets being surrendered by their owners and will help reduce the shelter population overall.

ATTACHMENTS:

- PetSmart Charities, Inc. Grant Agreement


 Jason Farin, Principal Management Analyst 6/21/2022

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.



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" or "Organization").

Grant Purpose and Terms:

Grant Funds	\$90,000.00
Grant Purpose	Grant Funds to be utilized within 24 months to support the Helping Humans Keep Their Pet Families Healthy to deliver basic veterinary care, financial and other supports for families that are unsheltered or in transitional housing and other vulnerable populations in Riverside County with a goal of serving 500 pets/400 humans.
Distribution Schedule of Grant Funds	Single cash payment upon execution
Grant Period	Upon execution through 04/30/2024
Grant Conditions	<p>This Grant Agreement must be executed within 30 days of receipt. The Grantee acknowledges that this is a final grant and there is no future operational funding for this Organization and its programs beyond the date of the Grant Period.</p> <p>If the Organization wishes to request an extension, a request must be submitted to PetSmart Charities at CharitiesCompliance@PetSmart.com and the PetSmart Charities Community Grants Manager assigned to the grant for approval a minimum of 30 days prior to end of the Grant Period. 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 Grant Purpose at the conclusion of the Grant Period, the Organization must contact PetSmart Charities at CharitiesCompliance@PetSmart.com within 30 days after the end of the Grant Period for consideration of remaining funds or return any unused funds to PetSmart Charities.</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>The first Interim Impact Report will become available 1 day after the first payment date and is due by 5/31/2023. The Final Impact Report will become available 90 days prior to deadline and due on 5/31/2024.</p> <p>If Grant Funds are fully expended before the Final Impact Report is available, the Organization may email charitiescompliance@petsmart.com with the Organization's name and grant ID number for early reporting access.</p> <p>Interim Impact Reports will include:</p>

FORM APPROVED COUNTY COUNSEL
 BY: D-C-2 6/16/22
 DARREN C. ZIEGLER
 DATE

	<ol style="list-style-type: none">1. Description of any anticipated challenges in completing grant goal(s) during the Grant Period.2. Upload document outlining learnings and/or milestones completed in the program supported by the PetSmart Charities grant to date.3. Upload photo and stories that highlight impact of services provided via this grant.4. Updated metrics to date, from data submitted with grant application, for the following:<ul style="list-style-type: none">• Budget with current expenditure amounts• Type of veterinary care provided• Number/species of pets served by the project and by Grant Funds• Number of new clients/pets served by the project and by Grant Funds• Anticipated Outcomes• Collaborators participating in program <p>The Final Impact Report will include:</p> <ol style="list-style-type: none">1. Description of any challenges and successes in completing grant goal(s) during the Grant Period.2. Marketing and recognition requirements completed3. Upload document with key learnings and/or milestones completed in the program supported by the PetSmart Charities grant.4. Upload Photo and stories that highlight impact of services provided via this grant.5. Update metrics, from data submitted with grant application, for the following:<ul style="list-style-type: none">• Budget with final expenditure amounts• Type of veterinary care provided• Number/species of pets served by the project and by Grant Funds• Number of pets served by project that are new clients• Final Outcomes• Collaborators participating in program <p>Storytelling Reports:</p> <p>Organization will be required to submit quarterly storytelling Reports providing one or more stories of individuals and/or pets receiving the beneficial impact of this grant funding. Storytelling Reports are due no later than 12/31/2022, 5/31/2023, 12/31/2023, and 5/31/2024.</p> <p>Storytelling Reports will include:</p> <ol style="list-style-type: none">1. Narrative description of impact story2. Photos of impact stories with appropriate photo releases when possible3. Acknowledgement that PetSmart Charities may use information in public communications to supporters and partners <p>The Grantee acknowledges that emails with the grant report link and reminders of the due dates will be emailed to the ‘Primary Organization Contact’ of the original submitted application. It is the Organization’s responsibility to update all Organization information as necessary in the grant portal. Review FAQs at https://petsmartcharities.org/pro/grants/new-grant-portal/faqs for instructions and to notify the PetSmart Charities via grants@petsmartcharities.org if there are personnel changes to the “Primary Organization Contact” during the Grant Period.</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>
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<p>Grant Acknowledgement</p>	<p>Should you require assistance or to confirm completion of these recognition requests, please email: petsmartcharitiesmarketing@petsmartcharities.org. Should PetSmart Charities update any branding including but not limited to logo and/or branding colors, the organization will be required to update any collateral using the PetSmart Charities logo within 60 days of notification of change.</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>Organization will acknowledge supplies or services received through this grant the contribution of PetSmart Charities. An example could be "This program and/or service provided by and/or in part by a grant from PetSmart Charities" on receipt, contract or follow up instructions throughout the terms of this grant.</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"> • 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 90 days of execution of the grant. 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 • 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. If you would like help pitching this to area media, we are happy to assist. • Add a PetSmart Charities digital Grantee badge to your Organization's website, linking back to www.petsmartcharities.org. • 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. <p>Link to templated materials, including a press release, digital badge, and social media templates: https://petsmartcharities.org/pro/resources/marketing-support</p> <p>All press releases and marketing materials that incorporate PetSmart Charities logo require approval with a minimum of ten business day for review by a PetSmart Charities team member. For all press release or media alert approvals, please e-mail PublicRelations@petsmartcharities.org. For all Marketing material approvals, including, please e-mail PetSmartCharitiesMarketing@petsmartcharities.org.</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.

[SIGNATURE PAGE FOLLOWS]

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.

DocuSigned by:

Signature: _____

Kate Atema

E 1065B2F05BF4AE

Name: Kate Atema

Title: Director of Community Grants Initiatives

Date: 6/10/2022

“GRANTEE”

County of Riverside

Signature: _____

Name: _____

Title: _____

Date: _____