

Meeting Date: 5/17/2016

Report Type: Consent

Report ID: 2016-00539

Title: Petco Lifesaving Investment Impact Grant (G21001500)

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager or the City Manager's designee to: 1) accept a Petco Foundation Lifesaving Investment Impact Grant award in the amount of \$350,000; 2) execute all documents necessary to accept the Petco Foundation Lifesaving Investment Impact Grant; 3) establish the Petco Lifesaving Investment Grant project (G21001500); and 4) establish revenue and expenditure budgets in Fund 2702 in the G21001500 in an amount not-to-exceed \$350,000.

Contact: Jennifer Chikasawa, Administrative Analyst, (916) 808-5851, Community Development Department and Gina Knepp, Animal Care Services Manager, (916) 808-8333 Community Development Department

Presenter: None

Department: Community Development Dept

Division: Animal Care Shelter

Dept ID: 21001431

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement with Petco

City Attorney Review

Approved as to Form

Maila Hansen

5/9/2016 6:18:28 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 5/3/2016 9:49:13 AM

Description/Analysis

Issue Detail: The Animal Care Services division has been awarded a Petco Lifesaving Investment Impact Grant in the amount of \$350,000. This funding will be used for offsite veterinary services which will facilitate the increase of pet adoptions from the Front Street Animal Shelter (“Shelter”).

Policy Considerations: The recommendations in this report are in accordance with City Council Resolution No. 2015-0169, Section 11, which requires City Council approval to establish an operating grant of \$100,000 or greater.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The proposed activity is not a project under CEQA pursuant to CEQA Guidelines Section 15378(b)(2), which states that the term “project” does not include continuing administrative or maintenance activities.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The grant funds will pay for veterinary services that cannot be handled at the Shelter. UC Davis Veterinary Hospital currently provides specialized services to Shelter animals that shelter staff cannot provide and the Muller Animal Hospital provides 24-hour emergency veterinary services to the Shelter. The grant funds will help the Shelter pay for these veterinary services to increase lifesaving treatments versus euthanasia.

Financial Considerations: The Petco Lifesaving Investment Impact Grant is to be established as Project G21001500 and it has no requirement for matching funds from the City. The funds will be deposited into the Operating Grants Fund (Fund 2702). This one-time grant expires May 1, 2017.

Local Business Enterprise (LBE): No goods or services are being purchased as a result of this report.

RESOLUTION NO. 2016-

Adopted by the Sacramento City Council

May 17, 2016

PETCO LIFESAVING INVESTMENT GRANT (G21001500)

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 Investment Impact Grant (Exhibit A) provides funding to animal welfare organizations performing sheltering and adoptions.
- B. This grant will provide funding for medical and surgery costs for the animals at Animal Care Services Division. The number of animals medically and surgically treated at the shelter has increased by 135% between 2011 and 2015. This grant funding will allow the Front Street Shelter to continue to provide the increasing need for medical and emergency care through outside veterinary services contracted with UC Davis Veterinary Hospital and Muller Animal Hospital (24-hour services). The full grant amount will be used for the direct costs associated with diagnostics, surgeries, treatments, and medications for the Shelter's animals.

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 Investment Impact Grant award in the amount of \$350,000.
- Section 2. The City Manager or the City Manager's designee is authorized to execute all documents necessary to accept the Petco Foundation Lifesaving Investment Impact Grant.
- Section 3. The City Manager or the City Manager's designee is authorized to establish the Petco Lifesaving Investment Grant project as G21001500.
- Section 4. The City Manager or the City Manager's designee is authorized to establish revenue and expenditure budgets in G21001500 in the Operating Grants Fund (Fund 2702) in an amount not-to-exceed \$350,000.
- Section 5. Exhibit A is a part of this Resolution.

Table of Contents:

Exhibit A Petco Foundation Lifesaving Investment Impact Grant Agreement



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

March 30, 2016

City of Sacramento Front Street Shelter
2127 Front Street
Sacramento, CA 95818

Dear Gina Knepp:

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	\$350,000
Payment Amount and Date	\$350,000 on or before May 1, 2016
Investment Purpose	Lifesaving Investment
Grant Investment Period end date	May 1, 2017



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 Level Two – (\$250,000-\$500,000)

- 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 twenty-four (24) 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 six (6) 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 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.
- e. 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 ____ day
of _____, _____.

City of Sacramento Front Street Shelter

By: _____
Name: Ryan DeVore
Title: Community Development Director

APPROVED AS TO FORM:



CITY 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. 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, 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.
- E. 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.
- F. 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.
- G. 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. 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. Future Funding

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

Section 6. Amendments

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



Section 7. 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 8. 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 9. 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 or arising out of the willful misconduct or negligence of the Grantee related to the Grant Investment. Grantee's covenants under this paragraph will survive termination of this Agreement.

Section 10. 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.