



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** August 14, 2012
From: Gina Schwin-Whiteside, Animal Services **Item No:** 10
Subject: PETSMART CHARITIES TARGETED SPAY/NEUTER GRANT AGREEMENT

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

Authorize staff to execute the PetSmart Charities Targeted Spay/Neuter Grant Agreement.

SUMMARY:

Animal Services is requesting authorization to execute the PetSmart Charities Targeted Spay/Neuter Grant Agreement, which will provide funding for a comprehensive spay/neuter program available to qualifying Apple Valley residents. These grant funds are authorized to be used in a “*segment of the community (geographic, demographic or animal specific) that has a critical need for low-cost spay/neuter services.*” (PetSmart Charities®)

Eligible residents must reside in the pre-approved Census Tracts as defined in the grant agreement/statement. These grant funds will increase assistance available to residents wanting to participate in the current Voucher Incentive Program.

BACKGROUND:

On April 12, 2011, Animal Services staff presented several incentive programs designed to increase voluntary participation in a spay/neuter program, permitting of Animal Foster Homes, Trap Neuter Release, and streamlined processes for the Rescue of shelter animals written in compliance with State laws. After receiving the report, there was Council consensus for staff to bring back options to implement the proposed programs.

The Town Council approved a reduced fee spay/neuter voucher in March 2012, to encourage participation in the voluntary spay/neuter of animals residing in Apple Valley. Vouchers for dogs are being offered for \$65, which includes a rabies vaccination,

microchip, free spay/neuter, and one-year license. Cat owners can also participate in the program by purchasing a package for \$40, which includes a rabies vaccination, microchip and a free spay/neuter honored by our partnering veterinarians.

TARGETED SPAY/NEUTER GRANT PROGRAM:

The Town of Apple Valley has competed for the PetSmart Charities grant for the last three years. The recent action by the Town Council to encourage voluntary spay/neuter of owned Apple Valley pets, provided the foundation for a successful proposal and grant award of \$25,480. The grant award will provide funding for surgeries of approximately 500 owned cats and dogs located within Census Tracts 97.08, 97.09, 97.10, 97.12 and 97.16 in Apple Valley California. (*Map attached*)

The successful grant proposal would not have been possible without the partnerships of Bear Valley Animal Hospital (Dr. Jaime Velasco) and Apple Valley Animal Hospital (Dr. Cliff Jessen), who have worked with staff to implement a fee for spay/neuter services that maximizes available funding. Staff believes these partnerships will exhibit an effective spay/neuter program with measurable results. Progress will be communicated to PetSmart during all phases of the grant program, this includes, before, during and after (4-years) implementation. Documentation requested by PetSmart is consistent with data Animal Services currently documents and will not create an undue hardship for staff.

The PetSmart Charities Targeted Spay/Neuter Grant directly aligns with Animal Services' 2012/2013 Budget Goal recently adopted by the Town Council: *Obtain private funding for grants to assist qualifying residents with medical costs and/or licensing fees to assist them in keeping their pets in their homes.*

Promoting responsible pet-ownership is the core principle for every idea developed and presented for consideration by Animal Services. All proposals will focus on increasing live release rates, animal health, and community support of spay/neuter options. This grant opportunity will augment current incentives being offered to Apple Valley residents that encourage voluntary spay/neuter of animals residing within the town limits.

FISCAL IMPACT:

This proposal provides grant funds as an incentive for voluntary participation in a targeted spay/neuter program and ensures a fiscally responsible approach to anticipated expenditures. Staff has structured the program to augment adopted expenditures for spay/neuter services in the adopted 2012/2013 Fiscal Year Budget, which will maximize the number of animals voluntarily altered by Apple Valley pet owners.

The PetSmart Charities Targeted Spay/Neuter Grant does not require matching funds. Currently, Animal Services is managing a town-wide voluntary spay/neuter program that does not require individuals to live in one of the pre-approved census tracts. This grant will reduce the out-of-pocket expense for qualifying residents from \$65 to \$12 for dogs and from \$40 to \$10 for cats. Costs for administering this program will be absorbed into

the department's current operation and maintenance budget. Staff has and will continue with fundraising efforts and submitting grant applications to offset all costs and further expand the spay/neuter program.

APPLICATION PROCESS (OUTLINE):

Advertising

Animal Services staff will advertise the availability of grant funds to qualifying individuals via: Officer Canvassing in the pre-approved census tract areas, mailers, and other cost-effective marketing media outlets.

Applications

Animal Services staff will prepare applications that provide documentation for determining eligibility and to qualify residents in compliance with the grant agreement/statement.

Animal Services officers will identify and distribute applications to the residents/owners of unaltered animal living in the approved census tract area while conducting routine calls for service and during canvassing efforts.

Animal Services technicians will identify and distribute applications to qualifying individuals while conducting routine licensing and return-to-owner services in the Municipal Shelter.

Funding is limited and it is important that staff closely monitors the quantity of requests and the numbers of applications dispersed, submitted and approved/denied. To manage the volume of anticipated requests and ensure that all required documentation is properly verified, applications will be distributed by Animal Services staff only.

Reporting

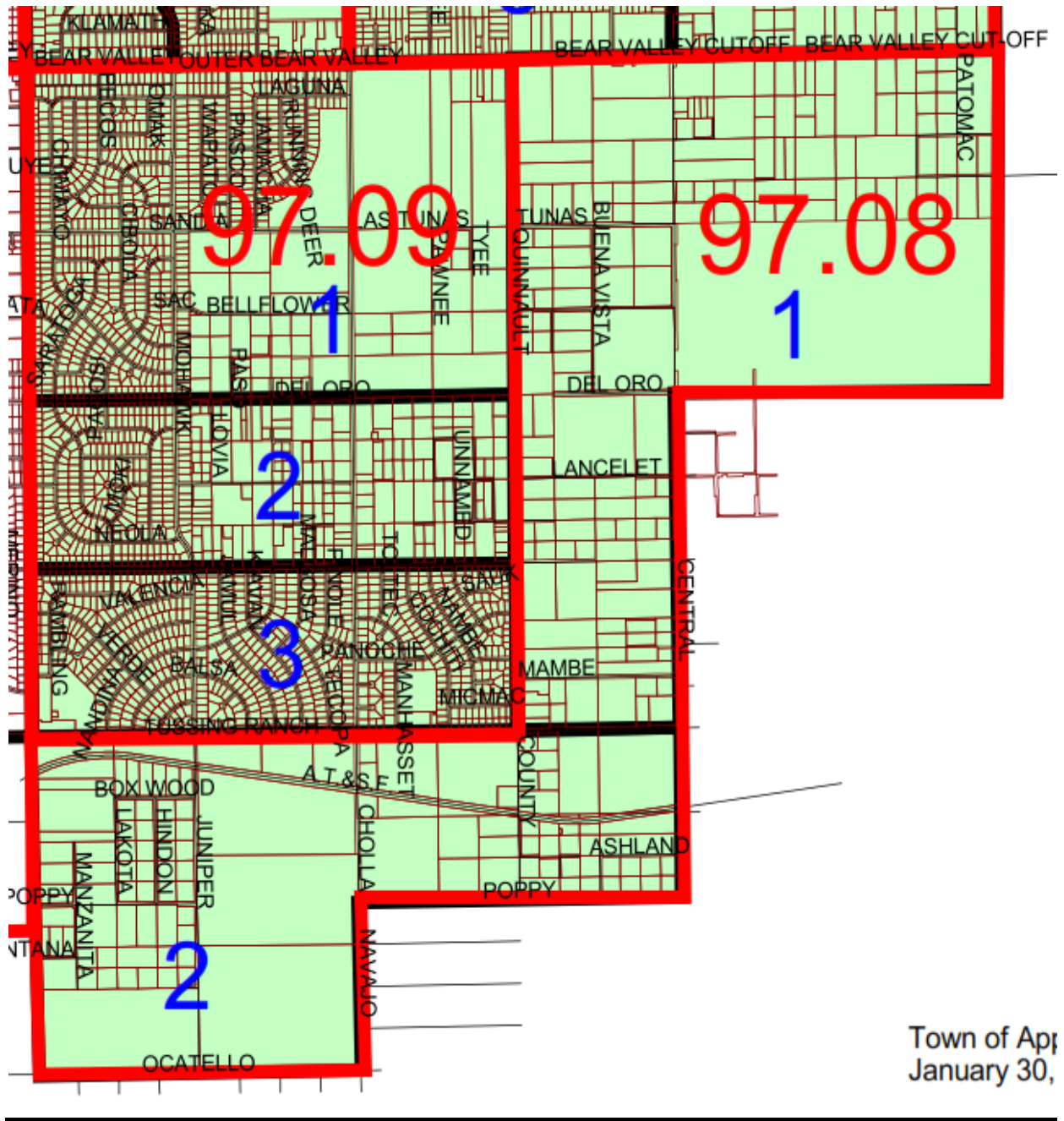
During the grant proposal and submittal phase, staff prepared baseline data approved by PetSmart Charities for tracking the impact of the Targeted Spay/Neuter Grant (pre-implementation). Staff will work closely with PetSmart Charities to collect, submit and analyze the Targeted Spay/Neuter Grant data in compliance with the grant agreement/statement.

Eligible Residents

The Targeted Spay/Neuter grant offered by PetSmart Charities is intended to provide funding and mentoring for high impact spay/neuter projects that focus on owned pets in areas where there is a critical need (PetSmart Charities®).

Only residents living in Census Tracts 97.08, 97.09, 97.10, 97.12 and 97.16 in Apple Valley California, are eligible to apply for the PetSmart Charities Targeted Spay/Neuter Grant Program funds.

Census Tract Maps



Census Tract 97.08 and 97.09



GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is effective this July 24 2012 (the "Effective Date") by and between PetSmart Charities, Inc., an Arizona nonprofit corporation and Internal Revenue Code ("Code") Section 501(c)(3) tax-exempt public charity, whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("PetSmart Charities"), and Town of Apple Valley, a California municipal corporation, whose address is 14955 Dale Evans Pkwy, Apple Valley CA 92307 (the "Organization"). PetSmart Charities and the Organization are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

BACKGROUND

A. PetSmart Charities desires to award the Organization from time to time one or more grants (each, a "Grant") in the form of cash or in-kind goods or services in furtherance of the Organization's mission and/or purpose.

B. The Organization desires to accept and use each Grant in accordance with this Agreement and any Grant Statement (as defined below).

C. The Parties are interested in entering into this Agreement to provide the terms and conditions regarding each Grant.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant Statement.** From time to time following execution of this Agreement, PetSmart Charities may award the Organization a Grant on the terms and conditions set forth on any Grant Statement in a form specified by PetSmart Charities (the "Grant Statement") that is executed by the Parties. At a minimum, the Grant Statement will include (a) the amount of cash or in-kind goods or services to be awarded to the Organization (the "Grant Funds"); (b) the distribution schedule for the Grant Funds; (c) the specific purpose(s) for which the Grant Funds may be used by the Organization (the "Grant Purpose"); and (d) the time period during which the Grant Funds will used by the Organization (the "Grant Period").

2. **Use of Grant Funds.** The Organization will utilize the Grant Funds only for the Grant Purpose and within the Grant Period. No part of the Grant Funds will be used for lobbying or political activities. In the event that the Organization cannot use the Grant Funds for the Grant Purpose or within the Grant Period, the Organization must notify PetSmart Charities immediately. In no event will the Organization use the Grant Funds for any purpose not described in Code Section 501(c)(3). In the event that the Organization has previously received any form of grant from PetSmart Charities, this Agreement is contingent upon successful performance by the Organization under that grant agreement.

3. **Grant Contingencies.** The provisions of this Section 3 shall only be applicable to Grants which include Grant Funds for the purposes specified below:

(a) **Equipment.** If any Grant includes Grant Funds, in whole or in part, for the Grant Purpose of assisting the Organization with the acquisition of any equipment (which may include, but is not limited to, funding equipment for the Organization, assisting the Organization with purchasing equipment, or the in-kind grant of equipment to the Organization) (in any case, the “Grant Equipment”), the provisions of this Section 3 shall apply to such Grant. If at any time the Organization ceases to use any Grant Equipment for the Grant Purpose or is otherwise in breach of this Agreement or any Grant Statement, then, in addition to such other remedies as may be available to PetSmart Charities under this Agreement, at law or in equity, and to the extent permitted by the laws of the State of California, PetSmart Charities may require the Organization to immediately transfer ownership of the Grant Equipment (the “Transfer Option”) to PetSmart Charities or an organization designated by PetSmart Charities (in either case, the “Transferee”) at no cost to PetSmart Charities or the Transferee. After exercise of the Transfer Option, the Organization will cooperate with PetSmart Charities and any other Transferee with respect to transfer of such Grant Equipment to the Transferee. The Organization shall be responsible for any costs and expenses associated with or arising from the Organization’s violation of this Agreement and any other costs incurred by its own volition.

(b) **Services.** If the Grant includes one or more services (“Services”), the receipt of such Services will be included in the defined term “Grant Funds” as used in the Agreement and relevant Grant Statement. Services provided under any Grant Statement may be provided directly by PetSmart Charities or indirectly through a subsidiary, contractor, representative or agent of PetSmart Charities. Ongoing or periodic receipt of the Services will be contingent upon the Organization’s compliance with all terms, conditions and reporting requirements in the Agreement and Grant Statement, as determined by PetSmart Charities in its sole and absolute discretion.

4. **Publicity.**

(a) The Organization hereby grants PetSmart Charities the right to publish, print, transmit, display or otherwise use the Organization’s name in connection with the Organization’s receipt and use of Grant Funds, using any form of available media without notice, attribution or compensation to the Organization. The Organization acknowledges that, from time to time in the future, PetSmart Charities may reference the Organization in connection with the Organization’s receipt and use of Grant Funds and will not dispute any such use for either internal or public purposes in documents such as regulatory filings, annual reports, newsletters and communications with donors and prospective donors. The use of any logo or trademark belonging to the Organization shall be subject to the Organization’s prior written consent. With respect to approved uses as set forth above, PetSmart Charities shall have a worldwide, royalty free, license to use the Organization’s name and other approved materials and the Organization agrees to provide and/or obtain such written releases, assignments or other documents for itself and/or from any third parties (for themselves and/or their pets) as may be necessary to enforce the rights of PetSmart Charities granted in this Agreement without any compensation of any kind to the Organization or such third parties. To the extent set forth in the Grant Statement, the Organization agrees to recognize PetSmart Charities and/or certain donors to PetSmart Charities (including without limitation, naming the building in which the Organization operates; naming or affixing some object of recognition to rooms, equipment, and/or permanent fixtures; creating a donor wall; etc.). Unless otherwise agreed to by the Parties, such recognition shall remain in place during the Grant Period or until removal is requested by PetSmart Charities.

(b) Except as required by law, including but not limited to the Brown Act and the Public Records Act, if the Organization desires to publicize any information relating to any Grant or otherwise disclose the terms of this Agreement, the Organization must first contact the designated PetSmart Charities' representative and obtain advanced written permission. All media materials (e.g., press releases, annual reports, newsletters, invitations, etc.) that include any reference to the Grant (including, but not limited to, information relating to the Grant Amount, Grant Purpose or PetSmart Charities) must be reviewed and approved by PetSmart Charities in advance, and may not be made publicly available until such time as PetSmart Charities provides written consent to the Organization to do so and then only in accordance with PetSmart Charities' written consent. Materials shall only need to be approved once, after which the Organization can use them as they deem necessary.

(c) The Organization shall not grant to any third party entity or individual any publicity or sponsorship rights in connection with the Organization's activities that in any way relate to the Grant provided by PetSmart Charities.

5. Confidentiality.

It is not contemplated that PetSmart Charities or the Organization shall disclose to the other any confidential or proprietary information in connection with this Agreement. In the event that confidential information is exchanged, the following will apply:

(a) By virtue of this Agreement, each Party may have access to information that is confidential to the other Party. "Confidential Information" is information that, by its nature, ought to be treated as proprietary and confidential or that a reasonable person ought to conclude is confidential, which is disclosed by one Party to the other Party orally or in tangible form that is related to this Agreement or the Parties' relationship, business, technical, financial data, forecasts, marketing information, employee and volunteer information, strategies, and general non-public business information, third-party confidential information that the supplying Party has a duty to maintain as confidential and has so informed the receiving Party of that duty, and other valuable information designated by the supplying Party as confidential information expressly or by the circumstances in which it is provided. Confidential Information of a Party shall not include any information that: (a) is or becomes part of the public domain or which is publicly available through no act or omission of the receiving Party and through no breach of this Agreement; (b) that the receiving Party can demonstrate is known to the receiving Party at the time of disclosure without an obligation to keep it confidential; (c) becomes rightfully known to the receiving Party from another source without restriction on disclosure or use; or (d) the receiving Party can show is independently developed by the receiving Party without the use of or any reference to Confidential Information. At the completion of any Grant Statement or upon request, the receiving Party agrees to return or destroy, at the disclosing Party's election, any and all Confidential Information.

(b) The Parties agree, that unless otherwise set forth in this Agreement, required by law, or pursuant to the written consent of the other, the Parties shall not to make each other's Confidential Information available in any form to any third party for any purpose, except to its own employees, legal and financial advisors, accountants and other agents, having a "need to know." Each Party agrees to take all reasonable steps required to ensure that Confidential Information is secure and is not disclosed or distributed by its directors, officers, employees, agents, volunteers, or subcontractors in violation of the terms of this Agreement.

(c) Notwithstanding the foregoing, Organization's grant application, attachments, reports, Agreement, Grant Statement and related correspondence and the information contained therein shall become the property of PetSmart Charities, and nothing contained herein shall prohibit PetSmart Charities from maintaining, using and/or disclosing such material or information as it deems appropriate in its sole discretion. Further, Organization expressly grants permission to PetSmart Charities or its designees to make inquiries and discuss with, or request documentation from, third parties about the Organization related to the Organization's performance under this Agreement, or any material obtained by PetSmart Charities related to the Organization.

6. **Reporting.** In addition to any reporting obligations set forth in any Grant Statement, PetSmart Charities may request at any time during the Grant Period, and for two (2) years thereafter, (1) that the Organization produce a written report (a) detailing the Grant Funds expenditures; (b) detailing the Organization's performance to date related to the Grant Purpose; and (c) any other report or response to evaluation questions or an assessment questionnaire as may reasonably be requested; and (2) certain financial reports which may include, but shall not be limited to audited and/or unaudited financial statements, and any forms or filings that are required by the Code or any government agency. The Organization will use reasonable efforts to submit such written reports to PetSmart Charities no later than thirty (30) business days after the date of PetSmart Charities' written request. The Organization may also be required, if requested by PetSmart Charities or as otherwise specified in any Grant Statement, to participate in periodic telephone or in person conferences (at the Organization's place of business) with PetSmart Charities or its designee (which shall also be considered a "report" under this Agreement). PetSmart Charities may withhold any Grant Funds for such period as it determines may be reasonable to request and review any report provided for in this Agreement or applicable Grant Statement, regardless of the form of such report. Any report provided for in this Agreement or any applicable Grant Statement shall be provided by the Organization in a form and format specified by PetSmart Charities.

7. **Audit.** Upon written notice and during normal business hours, at any time during the Grant Period and for two (2) years thereafter, PetSmart Charities or its designee may audit the applicable books, records, and/or operations of the Organization, to ascertain the Organization's compliance with terms and conditions of this Agreement or any Grant Statement. The Organization acknowledges and agrees that any such audit may include, without limitation, (i) an onsite or in person inspection; and (ii) observation of the Organization's facilities and operations. PetSmart Charities may withhold any Grant Funds for such period as it may be reasonable to conduct, and review the results of, any such audit.

8. **Organization's Representations.** As of the date of signing this Agreement and the date of signing of any Grant Statement, the Organization represents to PetSmart Charities that (1) the Organization is either (a) an organization exempt from federal income tax under Code Section 501(c)(3), which is not a private foundation under Section 509(a) of the Code, (b) a governmental entity identified in Section 170(c)(1) of the Code that will use the grant for exclusively public purposes, or (c) an "Indian tribal government," as defined under Section 7701(a)(40) of the Code, that is treated as a State under Section 7871 of the Code and that it will use the grant for exclusively public purposes; (2) the Organization validly holds and maintains all licenses, permits, and registrations, and has satisfied all similar requirements, necessary for its lawful operation; (3) the Organization is in compliance with all applicable local, state, tribal and federal laws, regulations and other requirements to which the Organization is subject; (4) Organization is not on any federal terrorism "watch list" and all Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders; and (5) all representations made by Organization in any grant application and ancillary

material are true and accurate in all material respects. The Organization agrees to notify PetSmart Charities promptly in writing of any change in the information represented herein.

9. Grant Revocation.

(a) If at any time, as determined by PetSmart Charities in its sole and absolute discretion: (i) the Organization has not complied with the requirements of a previous grant from PetSmart Charities; (ii) any of the Grant Funds have been used for any purpose other than for the Grant Purpose; (iii) any of the Grant Funds remain inappropriately unused by the Organization after the end of the Grant Period; (d) the Organization has not complied with the terms and conditions of this Agreement or any Grant Statement or has taken any action or inaction that does not uphold the spirit of the Grant or this Agreement; (iv) in connection with any Grant, the Organization is involved in any investigation or engaged in any action that appears to be unprofessional, uncharitable or inappropriate; (v) the Organization ceases to operate on a full-time basis, becomes or is adjudicated insolvent or bankrupt, or if a receiver or a trustee is appointed for the Organization or its property, or if the Organization petitions for reorganization or arrangement under any bankruptcy or insolvency law, or if any assignment is made for the benefit of the Organization's creditors; (vi) there is any change to the representations made by the Organization in this Agreement or any grant application; or (vii) the results of any audit or information contained in any reports are deemed to be unacceptable by PetSmart Charities, then, in addition to such other remedies as may be available to PetSmart Charities under this Agreement, at law or in equity, PetSmart Charities may, in its sole and absolute discretion: (1) immediately terminate this Agreement and any applicable Grant Statement; (2) unilaterally modify the terms of this Agreement and/or applicable Grant Statement; (3) withhold any pending or future payments of Grant Funds; or (4) revoke immediately any Grants and pursue any rights or remedies that PetSmart Charities may have for the violation of this Agreement.

(b) In the event of early termination of this Agreement for any reason, calculated as of the effective date of termination, the Organization shall return all unspent Grant Funds to PetSmart Charities but retain any Grant Funds necessary to cover all costs under the Grant Statement accrued by the Organization, including all non-cancelable obligations and all non-cancelable contracts. In the event that the total of Grant Funds paid to Organization by PetSmart Charities as of the effective date of any termination are not sufficient to cover costs and non-cancelable commitments actually incurred by the Organization in performance of the Grant as of that date, PetSmart Charities will promptly reimburse Organization the difference between those costs and commitments and the total of Grant Funds paid by PetSmart Charities. In the event of early termination of this Agreement by reason of Section 9(a)(ii), such misspent Grant Funds will be returned by the Organization to PetSmart Charities or will be credited against any outstanding balance due to the Organization by PetSmart Charities under the Grant Statement as a result termination. In no event will PetSmart Charities' liability for the costs and commitments described in this Section 9(b) exceed the Grant Funds as specified in the relevant Grant Statement.

10. Miscellaneous.

(a) Severability. If any portion or portions of this Agreement or any Grant Statement in effect shall be deemed invalid or unenforceable for any reason, the remaining portion(s) shall be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the Parties hereto. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

(b) Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement.

(c) Counterparts. This Agreement may be executed via facsimile or original document image via email transmission, each of which shall be deemed an original, and in several counterparts all of which shall constitute one and the same instrument, provided however, that this Agreement shall not be binding on either party until executed by both parties. The Organization acknowledges and agrees that PetSmart Charities may rescind any offer contained herein at any time until the Agreement has been executed by both parties.

(d) No Third-Party Beneficiary. Neither Party intends to create, nor shall this Agreement create, in any manner whatsoever, an interest or beneficiary in a third party.

(e) Incorporation By Reference. All Grant Statements (and any exhibits or schedules attached thereto) are incorporated into this Agreement in their entirety. Grant Statements shall be numbered for identification. In the event there are any inconsistent, contrary, or conflicting terms contained in any Grant Statement and this Agreement, this Agreement shall control.

(f) Notices. Any notice required by this Agreement or any Grant Statement will be in writing and delivered to the addresses set forth in any Grant Statement. Notices will be deemed effectively given: (a) upon five (5) days after being sent by certified or registered mail, postage prepaid, return receipt requested; (b) upon the next business day after being sent overnight by a major U.S. overnight document courier; or (c) upon receipt of confirmation following transmission via the internet, by electronic mail, or by a facsimile machine if received on a business day during business hours (otherwise, deemed received the next business day) if followed by a hard copy sent by mail using one of the delivery methods in (a) or (b) above.

(g) Legal Fees. Subject to Section 10(k) of this Agreement, in the event either Party brings any action of any nature, arising under or out of this Agreement, the prevailing Party shall be entitled to receive from the other Party its attorneys', experts', investigation, and other related fees, costs, and expenses.

(h) Assignment. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Organization will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of PetSmart Charities. Notwithstanding anything herein to the contrary, PetSmart Charities may freely assign this Agreement in connection with a transfer to a related party or due to a merger, consolidation, or sale of substantially all of its assets.

(i) Equal Opportunity. The Organization agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, or gender.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona in the United States without regard to conflict of law provisions or international treaties or conventions. The Parties specifically agree to the venue and jurisdiction being exclusively in the federal and state courts situated in Maricopa County in the State of Arizona, United States.

(k) Dispute Resolution. Any unresolved claim, dispute, or controversy arising from this Agreement or any Grant Statement shall be submitted to arbitration under the rules of the American Arbitration Association (the “AAA”) or, by mutual consent, any other recognized arbitration association. The Commercial Arbitration Rules of the AAA or such other association shall apply. The arbitration shall take place in Phoenix, Arizona in the United States of America, and shall be conducted in the English language. The decision of the arbitrator(s) shall be binding upon the Parties. The costs of any such arbitration, including, but not limited to, the administrative fee, arbitrator’s fees, attorneys’ fees, fees of expert witnesses and travel expenses shall be borne by the losing Party. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award or an order of enforcement. The prevailing Party in any proceeding to enforce the judgment awarded by the arbitrator shall be entitled to all attorneys’ fees, expert witness fees, travel expenses, court costs, and other litigation expenses.

(l) Waiver. Except as otherwise provided for herein, failure of either Party to insist upon strict performance of this Agreement, or to exercise any option herein, shall not be construed as a modification or waiver of any provision, right, or obligation under this Agreement.

(m) Entire Agreement/Amendments. The terms and conditions of this Agreement constitute the complete and final written agreement between the Parties and supersede all other agreements and understandings between the Parties regarding the subject matter of this Agreement, whether written or oral, other than a properly amended version of this Agreement. Any waiver, modification, or amendment of the terms of this Agreement or any Grant Statement is binding only if done in writing and signed by the authorized representatives of both Parties.

(n) Headings; Construction. Headings and/or fonts used in this Agreement are for reference purposes only and in no way define, limit, construe, or describe the scope, extent or intent of this Agreement. This Agreement will not be construed for or against any Party on the basis of which Party drafted this Agreement, and each Party had the opportunity to review this Agreement with their respective legal counsel to the Party’s satisfaction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective and duly authorized representatives as of the Effective Date set forth above.

“PETSMART CHARITIES”

“ORGANIZATION”

PETSMART CHARITIES, INC.

TOWN OF APPLE VALLEY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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PetSmart Charities Grant Agreement (2010-06)
PetSmart Charities

Approved as to form:

By: _____
John Brown,
City Attorney, Best Best & Krieger LLP

Please make a copy of this document for your records and mail this signed original to:

**PetSmart Charities, Inc.
Attn: GRANTS
19601 North 27th Avenue
Phoenix, AZ 85027**

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PetSmart Charities Grant Agreement (2010-06)
PetSmart Charities



GRANT STATEMENT

THIS GRANT STATEMENT is entered into and forms a part of that certain Grant Agreement dated July 24, 2012 (the “Agreement”) by and between PetSmart Charities, Inc. (“PetSmart Charities”) and the “Organization” identified below. The Parties are entering into this Grant Statement to set forth additional terms and conditions for a Grant from PetSmart Charities to the Organization. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

<i>Parties and Contact Information</i>			
PetSmart Charities:	PetSmart Charities, Inc.	Organization:	Town of Apple Valley
Address:	19601 North 27 th Ave Phoenix, AZ 85027	Address:	<u>14955 Dale Evans Pkwy</u> <u>Apple Valley, CA 92307</u>
Principal Contact:	Ronda Steciuk	Principal Contact:	<u>Ms. Adriana Atteberry</u>
Notice contact:	Legal Department	Notice contact:	<u>Ms. Adriana Atteberry</u>
Tel:	1-800-738-1385	Tel:	<u>760-240-7000 Ext. 7558</u>
Fax:	1-623-580-6561	Fax:	<u>760-961-6242</u>

<i>Grant Terms</i>	
Effective Date:	July 24, 2012
Grant Funds:	<u>\$25,480 for the Grant Purpose as stated below.</u>
Grant Conditions:	<u>There are no additional conditions beyond the requirements of the Agreement and the Grant Statement.</u>
Grant Distributions:	<u>PetSmart Charities will distribute the Grant Funds to the Organization for the Grant Purpose as follows:</u> <input type="checkbox"/> <u>\$25,480 in a single installment.</u>

Grant Purpose:	<p>The Grant Funds will total \$25,480 over one year. The Grant Funds will be used by the Organization solely for the purpose of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>Focus of surgeries: Approximately 500 spay/neuter surgeries on owned cats and dogs located within Census Tracts 97.08, 97.09, 97.10, 97.12 and 97.16 in Apple Valley, California.</u> <input type="checkbox"/> <u>During the Grant Period, completing approximately 500 spay/neuter surgeries with:</u> <ul style="list-style-type: none"> <input type="checkbox"/> <u>\$22,500 for the cost of approximately 250 cat surgeries with an average cost of \$30 per surgery and approximately 250 dog surgeries with an average cost of \$60 per surgery.</u> <input type="checkbox"/> <u>\$2,980 for the cost of 500 microchips (one per surgery participant) at the average cost of \$5.95 per microchip including registration.</u>
Grant Period:	<p>The Grant Period will commence on the Effective Date set forth in this Grant Statement, which in no event shall be earlier than effective date of the Agreement and will continue for a period of 12 months.</p>
Reporting Obligations:	<p>GRANT REPORTING REQUIREMENTS:</p> <p><u>In addition to any requirement set forth in the Grant Agreement, the Organization agrees to provide the following reports to PetSmart Charities in connection with this Grant Statement, on or before the deadlines set forth below. Impact Reports may now be accessed and submitted online. To access the online impact report, please copy and paste the following link www.cybergrants.com/petsmartcharities/reports/app. For additional information about the online report process and samples of the report documents, please refer to http://www.petsmartcharities.org/resources/grant-reporting-documents.html. PetSmart Charities reserves the right to change the method and format of how reports are provided.</u></p> <p><u>Final report: By September 1, 2013, via www.cybergrants.com/petsmartcharities/reports/app.</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>A final project report on the results and impact of the project, including the number of surgeries performed as part of the Grant, broken down by (a) dogs (all canines, adult and puppy), (b) puppies (5 months and under, only) (c) cats (all felines, adult and kitten) (d) kitten (5 months and under, only), and the number of (a) neuters, (b) spays, (c) in heat, (d) pregnant, and (e) the number of microchips administered.</u> <input type="checkbox"/> <u>A detailed report on the expenditure of Grant Funds.</u> <input type="checkbox"/> <u>A detailed report on the total income and expenses for the project funded by the Grant.</u> <p>STATISTICS REPORTING REQUIREMENTS:</p> <p><u>Statistical reports: Via completion of E-forms emailed to the Organization by New Urban Research on or about the applicable due dates:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>Types of data to be submitted:</u>

	<p><u>(1) Intake of dogs (adults and puppies) from Census Tracts 97.08, 97.09, 97.10, 97.12 and 97.16 in Apple Valley, California with respect to Town of Apple Valley Animal Services Division.</u></p> <p><u>(2) Intake of cats (adults and kittens) from Census Tracts 97.08, 97.09, 97.10, 97.12 and 97.16 in Apple Valley, California with respect to Town of Apple Valley Animal Services Division.</u></p> <p><u>(3) Total intake of dogs (adults and puppies) from all service areas with respect to Town of Apple Valley Animal Services Division.</u></p> <p><u>(4) Total intake of cats (adults and kittens) from all service areas with respect to Town of Apple Valley Animal Services Division.</u></p> <p><u>(5) If known, the number of animals returned to owners living in Census Tracts 97.08, 97.09, 97.10, 97.12 and 97.16 due to microchip identification.</u></p> <p><input type="checkbox"/> Due dates:</p> <p><u>(1) Pre-project data: By September 15, 2012, data for calendar year 2011.</u></p> <p><u>(2) Post-project data: By March 1, 2013, 2014, and 2015 all the types of data listed above, for the 2012, 2013, and 2014 calendar years, respectively.</u></p>
<p>Additional Terms:</p>	<p>As of the date of signing this Grant Statement, the Organization represents to PetSmart Charities that each of its representations, warrants and covenants provided in the Agreement and this Grant Statement are true and correct, including, but not limited to, those set forth in Section 8 of the Agreement.</p>

This Grant Statement shall not be binding on either Party until executed by both Parties. Organization acknowledges and agrees that PetSmart Charities may rescind any offer contained herein at any time until the Agreement has been executed by both Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Grant Statement to be signed by their respective and duly authorized representatives as of the last date set forth below.

“PETSMART CHARITIES”

“ORGANIZATION”

PETSMART CHARITIES, INC.

TOWN OF APPLE VALLEY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____

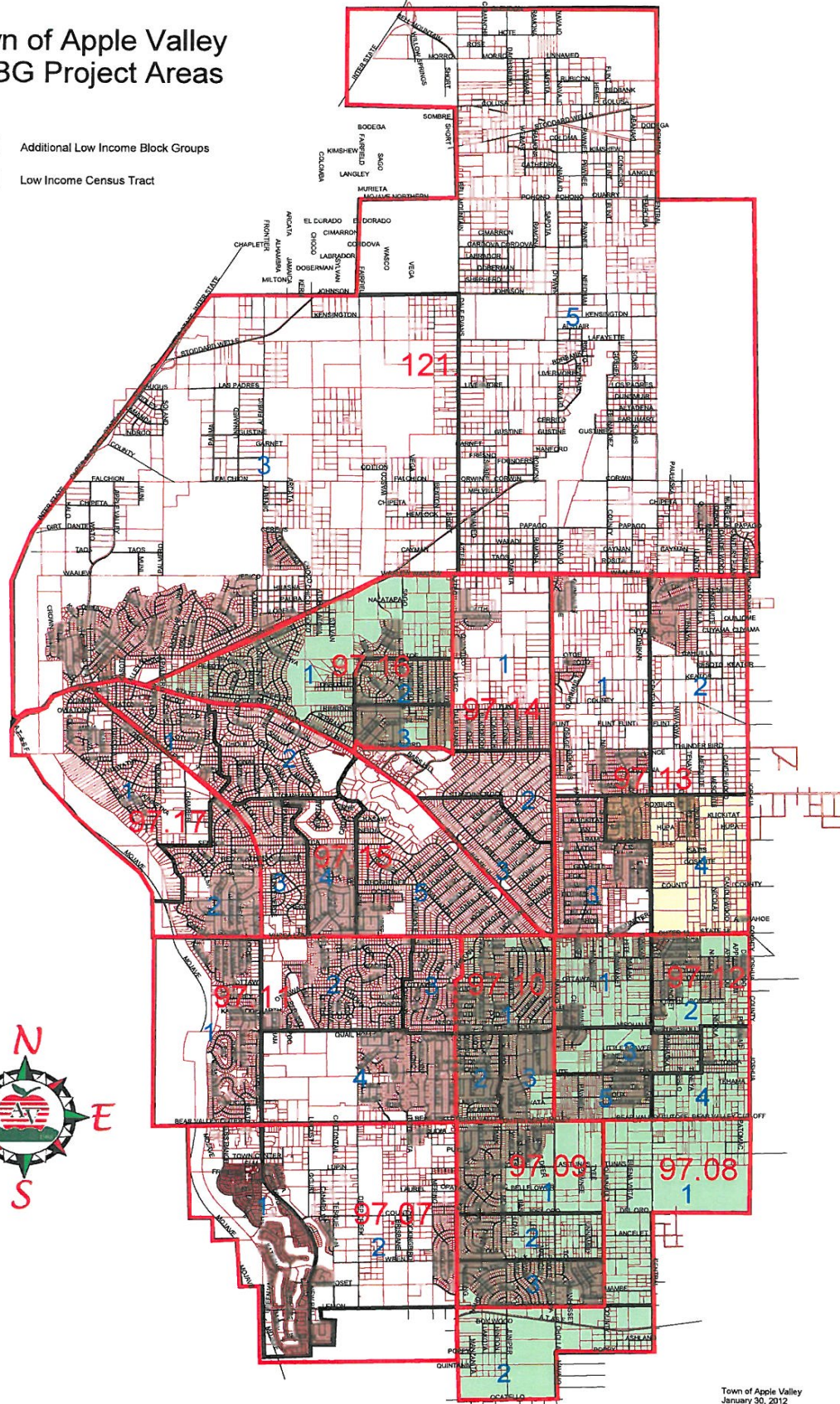
John Brown,
City Attorney, Best Best & Krieger LLP

Please make a copy of this document for your records and mail this signed original to:

**PetSmart Charities, Inc.
Attn: GRANTS
19601 North 27th Avenue
Phoenix, AZ 85027**

Town of Apple Valley CDBG Project Areas

- Additional Low Income Block Groups
- Low Income Census Tract



Town of Apple Valley
January 30, 2012