

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 **Fort Bend County**, whose address is 301 Jackson Street Suite 514, Richmond TX 77469-3108 ("Grantee").

Grant Purpose and Terms:

Grant Funds	\$6,535
Grant Purpose	<p>The grant funds in the amount of \$6,535 will be used for flea/tick medication for the shelter population to support sustainable herd health.</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 \$6,535 which Grantee acknowledges and agrees was paid by Charities on or about July 16, 2018.
Grant Period	June 26, 2018 through July 31, 2019.
Grant Conditions	<p>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.</p> <p>If any grant funds remain unspent for the purpose and term of this grant, the Organization must contact PetSmart Charities within 30 days after the end of the grant term 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>Unless otherwise specified, submit all reports via www.cybergrants.com/petsmartcharities/reports/app. An interim Impact Report will be available on 2/1/2019 and is due by 3/1/2019. The final Impact Report will be available on 8/1/2019 and is due by 9/1/2019. Impact Report templates are located at https://www.petsmartcharities.org/pro/resources. Impact Reports will include:</p>

	<ol style="list-style-type: none"> 1) Detail use of grant funds and expenditure 2) Description of impact of grant 3) Significant successes or challenges encountered during grant term <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>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>Other acknowledgements specific to this grant are:</p> <ul style="list-style-type: none"> • A press release template with a quote from a PetSmart Charities spokesperson announcing the PetSmart Charities grant to distribute to local media outlets and/or on your organization's web site. Please e-mail PublicRelations@petsmartcharities.org for approvals. • A PetSmart Charities digital badge to publish on your organization's donor page, linking back to www.petsmartcharities.org. • 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. • Sample Social Media posts provided as a guide to share the news on your respective channels • A door cling to feature on the door of the organization's facility. • All grantees are encouraged to share photos showing the impact of your grant with the marketing and PR teams at PetSmart Charities. <p>Link to templated materials, including a press release, digital badge, door cling and Social Media templates: https://www.petsmartcharities.org/shelter-operations-grant-marketing-toolkit</p>

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"

Fort Bend County

Signature: KP George

Name: Honorable KP George

Title: County Judge

Date: January 29, 2019

	<p>All press releases and marketing materials that incorporate PetSmart Charities' logo need to be approved by a PetSmart Charities team member. For all press release or media alert approvals, please e-mail PublicRelations@petsmartcharities.org. For all Marketing approvals, including but not limited to signage, please e-mail PetSmartCharitiesMarketing@petsmartcharities.org. Please allow up to 10 business days for approvals.</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. The above notwithstanding Grantee may still make, directly or indirectly, any statement that must be made as a matter of law.

- 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. [INTENTIONALLY OMITTED].

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-421316

Date Filed:
11/01/2018

Date Acknowledged:
12/19/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PetSmart Charities
Phoenix, AZ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Fort Worth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Event Grants
PetSmart Charities Sponsored Events

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

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6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)