



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

May 16, 2019

Williamson County Regional Animal Shelter  
1855 SE Inner Loop  
Georgetown, TX 78626

Dear Judge Gravell:

I am pleased to inform you that The Petco Foundation (the "Petco Foundation") has decided to make a grant investment (the "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.

A. Investment terms

The Investment period will begin from the date of Grantee's countersignature of this Grant Letter and will continue through the due date of the final report as specified below. The 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 Investment shall be for the Investment Purpose stated below.

<b>Investment Terms</b>	
Investment amount	\$900,000.00
Investment Purpose	Lifesaving Investment



## Payment Schedule:

Payment:

Due on or before:

\$300,000.00	10/31/2019
\$300,000.00	10/31/2020
\$300,000.00	10/31/2021

## Reporting Schedule:

Name:

Due on or before:

Interim Report	08/01/2020
Interim Report	08/01/2021
Final Report	08/01/2022

## B. Additional Terms and Conditions

Grantee will recognize the Investment and partner with the Petco Foundation in the following ways, as mutually acceptable to, and approved in advance by the Petco Foundation:

## Recognition:

- a. Issue a press release announcing the Investment and using best efforts to assure wide dissemination of such press release for promotion of the Investment.
- b. Prominently display the Petco Foundation's logo on Grantee's website during the Grant Investment Period.
- c. Promote the Investment on social media and other public promotional opportunities in conjunction with the announcement of the Investment, and monthly thereafter during the Grant Investment Period.
- d. Identify the Petco Foundation as *the primary sponsor* of four (4) or more adoption events or promotions, which may include ongoing promotions, each year during the Grant Investment Period.

## Partnership:

- e. Utilize Petco Foundation marketing toolkits to promote Foundation grant campaigns, adoption events, and other lifesaving promotions such as Holiday Wishes, Love Changes Everything and others
- f. Share post-adoption support materials and supply materials when made available by the Petco Foundation to all adopters.
- g. If Grantee is an approved Petco Foundation adoption partner, Grantee shall:



- i. Participate in all Petco Foundation, monthly national adoption events<sup>1</sup>, at one or more Petco stores during the Grant Investment Period
  - ii. Designate a representative of Grantee to receive all Petco Foundation communications
  - iii. Utilize Petco Foundation branded materials, social media recommendations and hashtags, and other outreach materials available at: <https://www.petcofoundation.org/for-partners/adoption-media-resources/>
  - iv. Coordinate with the manager of the Petco store to assure all adoptions are communicated to onsite Petco staff and recorded appropriately
  - v. Participate in such adoption events in a manner that encourages the greatest number of adoptions possible.
  - vi. Participate in the Petco Foundation's annual foster program awareness and recruitment event (Be A Foster) in Petco stores to recruit foster parents and increase lifesaving efforts.
- h. If Grantee is not an approved Petco Foundation adoption partner, Grantee shall complete the application to become an adoption partner within sixty (60) days of executing this agreement<sup>2</sup>. *Organizations with no Petco store within a reasonable driving distance are exempted from this requirement.*
- i. Complete all follow up reports as assigned in the grant application portal.
  - j. Should any of these funds be utilized towards a capital improvement or capital purchase, the award shall be recognized in a manner mutually agreed upon and approved in advance by the Petco Foundation.
  - k. Should any of these funds be utilized for the purchase or operation of a vehicle, the Petco Foundation shall be recognized with prominent logo placements on three sides of the vehicle used or purchased.

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<sup>1</sup> Upcoming National Adoption Event dates are updated regularly at: <https://www.petcofoundation.org/for-partners/become-an-adoption-partner/>

<sup>2</sup> Link to apply to become an adoption partner can be found at: <https://www.petcofoundation.org/for-partners/become-an-adoption-partner/>



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 may withdraw the offer of the Investment.

Yours sincerely,

THE PETCO FOUNDATION

By: \_\_\_\_\_  
Name: Susanne Kogut  
Title: President

DocuSigned by:  
*Susanne Kogut*  
C9B0D4B7...

Accepted and agreed to this date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Bill Gravell, Jr.  
Title: Williamson County Judge



## Appendix A

### The Petco Foundation Grant Investment Terms

Terms not defined herein have the meanings provided in the Grant Letter.

#### Section 1. Investment generally

##### 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.

**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. Purpose of Petco Foundation investment

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 Investment to Grantee pursuant to the terms of this Agreement. Grantee agrees that the 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. Investment Amount and Use

The Petco Foundation agrees to make the Investment to Grantee in the amount stated in the Grant Letter. The 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 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 Investment will not be used in any way to decrease the allocation or budget of governmental funds for any animal welfare purpose.

### Section 2. Representation and Warranties 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 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. 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.

### Section 3. Additional Covenants of Grantee

- A. 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.
- B. You will notify the Petco Foundation of any leadership change of the executive director, CEO or similar titled leadership role.



- C. In the reports under Section 6 below, Grantee will certify to the Petco Foundation that all representations and warranties shall be true and correct in all material respects. or of any leadership change or any other material change in Grantee's operations and staffing.

Section 4. Conditions to Grant Investment payments to Grantee

- A. All Representations and Warranties in Section 2 are true and correct in all material respects;
- B. Grantee shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement including but not limited to the timely filing of all reports required under Section 6 below if applicable; and
- C. Grantee has progressed towards achievement of the purposes described above, as determined in the Petco Foundation's sole discretion.

Section 5. 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 Investment Period plus a period of five (5) years following the end of the Investment Period. Grantee warrants that it has obtained all necessary rights from third parties to grant the foregoing rights to the Grantee Content and that Grantee (on behalf of itself and all individuals named or depicted in any Grantee Content), only to the extent allowed by law, unconditionally and irrevocably waives all claims, known or unknown, relating to compensation for use of Grantee Content, the right to publicity, the right to privacy, and any other common law or statutory claims of any nature under the laws of any jurisdiction. 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 6. Grantee Reporting

Grantee agrees to access the Petco Foundation online Partner Portal at least annually to review all Grantee contact information, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the appropriate information correction form in the Portal.

Any Grantee that conducts pet adoptions agrees to access the Petco Foundation online Partner Portal and complete Annual Partnership Reports during the Investment Period and for a period of three (3) years following the Investment Period as well as any Interim or Final reports assigned to the grant. Reporting may include: continued disclosure of information similar to the information provided by Grantee in its initial grant application to the Petco Foundation, information regarding the number of animals cared for or served (as applicable), the Grantee's operations and financial condition, the specific uses of Investment funds and any other information as may be reasonably requested by the Petco Foundation.

#### Section 7. Confidentiality

To the extent allowed by law and subject to the requirements under the Texas Public Information Act, each party agrees that it will not at any time: (A) disclose any "Confidential Information" of the other party to any third party (except for legal and financial advisors who are advised of the confidential nature of this Agreement); or (B) use the other party's Confidential Information for any purpose other than fulfilling its obligations under this Agreement. Except as set forth below, "Confidential Information" means all nonpublic information of a party, including, but not limited to, any product formulas, business or marketing plans, and other information of a nonpublic or proprietary nature. Confidential Information does not include any information which (i) was publicly available at the time of disclosure, (ii) becomes publicly available after disclosure through no fault of the recipient party, (iii) was in the recipient party's possession as evidenced by its written record prior to disclosure by the disclosing party, and was not subject to an earlier confidential relationship, or (iv) was rightfully acquired by the recipient party after disclosure from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality. Any information submitted by Grantee to the Petco



Foundation as required herein or in connection with any other grant investment by the Petco Foundation to Grantee, including any grant application, any required reports of Grantee, or any other related correspondence, will become the property of the Petco Foundation and is not considered Confidential Information. The Petco Foundation may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

To the extent allowed by law and subject to the requirements under the Texas Public Information Act, the terms of this Agreement shall remain in strict confidence and Grantee will not disclose such terms to third parties (other than legal and financial advisors who are advised of the confidential nature of this Agreement) except with prior written consent the Petco Foundation.

In the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, that party will provide the other party with prompt, prior written notice of such requirement so that the party seeking protection of the Confidential Information may seek a protective order or other appropriate remedy at their own expense and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, then the disclosing party agrees to furnish only that portion of the Confidential Information which it is advised in writing by its counsel is legally required, and to exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded any such disclosures.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Grantee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Grantee as to whether or not the same are available to the public. It is further understood that Grantee's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Grantee, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Grantee by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

The terms and conditions of this section will survive the termination and/or expiration of this Agreement.

#### Section 8. Termination of Investment

The Petco Foundation retains the right to terminate the Investment if in its sole discretion it determines that: (1) Grantee will not be able to achieve the purposes of the Investment, (2) Grantee experiences any leadership loss or change including but not limited to the executive officer, (3) Grantee commits any act, takes, or is the subject of any action which might bring



Grantee into public disrepute, contempt, scandal, or ridicule, or which might reflect unfavorably on the Petco Foundation because of its relationship with Grantee, (4) or that Grantee has failed to materially comply with the terms of this Agreement. In the event of such termination, Grantee will return any unexpended Investment funds upon the request of the Petco Foundation and the Petco Foundation will have no further funding obligation.

#### Section 9. Future Funding

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

#### Section 10. Amendments

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

#### Section 11. 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 12. 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 13. Indemnification

To the extent permitted by law, 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 Investment. Grantee's covenants under this paragraph will survive termination of this Agreement.

#### Section 14. 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.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Grantee, its past or present officers, employees, or agents, nor to



create any legal rights or claim on behalf of any third party. Grantee does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

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.