

Dear Applicant,

Congratulations on your recently approved grant! Enclosed you will find an approval letter, grant contract agreement and follow-up report attachment. Please read through the terms of your grant contract carefully before signing.

Once you have read through your contract and you are in agreement with all terms please have an officer within your organization sign and date the agreement. To expedite payment of your grant more quickly, I ask that you fax your signed contract to my attention at (623) 580-6561 and please include a cover page. This will allow me to get the check cutting process started right away. If you have scanning capability and you can send the signed agreement in an email attachment that will work even better. Please send that email to: bnajera@petsmartcharities.org.

Additionally, I ask that you drop the signed hardcopy in the mail to my attention at the address on your grant contract so the original signed agreement can be included in your grant file.

Congratulations once again, we look forward to hearing about your success in your grant follow-up report.

Sincerely,

Brenda Najera

Administrative Assistant-Grants bnajera@petsmartcharities.org

Brenda Mayera

1-800-738-1385 Ex #2312

Our Vision: A Lifelong, Loving Home For Every Pet



November 11, 2009

Ms. Cheryl Schneider Williamson County (Regional Animal Shelter) 1855 SE Inner Loop Georgetown, TX 78626

Dear Ms. Schneider:

PetSmart Charities Grant Committee has reviewed your recent grant application. We are pleased to be able to offer your organization \$10,000.0 which is full funding of your request. Congratulations on the great work your organization has already done and we look forward to hearing about the success of your program.

Enclosed for your consideration is a Grant Contract Agreement. Please note that the last sentence in the first paragraph of your Grant Contract Agreement explicitly states what the grant funds are to be used for. PLEASE MAKE SURE YOU ARE IN AGREEMENT WITH THIS BEFORE YOU SIGN THE CONTRACT.

If the officers of the organization agree with the conditions, please have the executive director, president, CEO or equivalent authority sign the contract and return the original document to this office at your earliest convenience. You may fax a copy of the signed contract and then mail to original if you prefer. After the executed contract has been received, reviewed and signed by a Director of PetSmart Charities, a check will be issued at that time. You will also receive a complete media kit with your grant check. Please do not pursue media coverage about this grant unt you have received and reviewed the media kit.

It is our understanding that you will begin work promptly and will try to complete all work under the grant within one year from the date of the Grant Contract Agreement. Your Grant Follow-up Report is due no later than 18 months from the date of your grant contract and must be submitted under the attached format only! You will not be eligible to apply for a new spay/neuter program grant until your follow-up report he been received. Please note that any changes to the uses of your grant money from those stated in the contract must be approved by PetSmart Charities in writing, in advance.

For help finding other potential funders who may be a good fit with your funding needs, visit http://www.fdncenter.org/collections/ to find a library near you with resources to help grantseekers. Also, visit http://PetSmartcharities.webex.com to sign up for one of our free webinars on grant funding, or listen to a recording of a past webinar on the subject. We consider you to be an important partner in our mutual efforts to en euthanasia and provide all pets with a lifelong, loving home.

We look forward to hearing from you soon.

Lawrence Marian

Sincerely,

Jeannine Alexander

Program Manager

jalexander@petsmartcharities.org

1-800-738-1385 Extension #2948

Enclosure

19601 North 27th Avenue Phoenix, Arizona 85027

Tel: 800.423.PETS • Fax: 623.580.6561



GRANT CONTRACT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is effective this 1st day of November 2009, by and between PetSmart Charities, Inc. a 501(c)(3) company, whose place of business and address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("PetSmart Charities"), and, Williamson County (Regional Animal Shelter) ("Organization") whose address is 1855 SE Inner Loop, Georgetown, TX 78626. Upon a fully executed version of this Agreement, PetSmart Charities shall award the Organization a grant in the amount of \$10,000.00 ("Grant Funds"). The Grant Funds shall be used solely for spay/neuter and rabies vaccination for approximately 285 free-roaming cats at an average cost of \$35 each (the "Grant").

This Grant is subject to the following conditions:

- 1. The Organization will use the Grant Funds only for the purposes summarized above. In the event that the Organization cannot use the Grant Funds for the purposes described within 12 months the Organization must notify PetSmart Charities immediately. The Organization will use the Grant Funds only for charitable purposes. If PetSmart Charities determines at any time that any of the Grant Funds have been used for any purpose other than those summarized above; remain inappropriately unused by the Organization, relative to the expected time table; are not used in accordance with the terms and conditions of this Agreement; the Organization is involved in any investigation or engaged in any action that appears to be unprofessional, uncharitable, or inappropriate; or in PetSmart Charities' discretion, any such action or inaction that does not uphold the spirit of the grant, then PetSmart Charities may unilaterally change the terms of this grant and take such actions as PetSmart Charities deems appropriate to ensure the proper use of the Grant Funds These actions may include, in the sole discretion of PetSmart Charities, the total revocation of the Grant and the immediate return of all Grant Funds.
- 2. PetSmart Charities makes the Grant on the condition that the Organization is and continues to be a city/county/state/tribal government entity. The Organization must notify PetSmart Charities immediately if: the Organization's tax-exempt status is withdrawn effective as of any date within two years of the date of this Agreement, or (b) if the Organization ceases operations effective as of any date within two years of the date of this Agreement. If the Organization's tax status changes, PetSmart Charities may change the terms of the Grant, including revoking the Grant and requiring a full refund of the Grant Funds to PetSmart Charities.
- 3. No part of the Grant Funds shall be used for lobbying or political activities.

- 4. By 18 months from the date of this Agreement, the Organization will provide to PetSmart Charities a narrative written response to the enclosed evaluation questions on the Grant Follow-up Report and provide sufficient supporting backup and financial documentation detailing the use of the Grant Funds. Additional grant funds will not be awarded until all requirements of this paragraph have been met as defined above.
- 5. PetSmart Charities may release information concerning the Grant in such ways as it deems appropriate. If the Organization is interested in publicizing the Grant and its efforts in helping homeless pets in the local media, please contact the PetSmart Charities' Communication Manager at: (623) 587-2872. All media materials (e.g. press releases, annual reports, newsletters, invitations, etc.) mentioning PetSmart Charities must be reviewed and pre-approved by PetSmart Charities. Failure to comply herewith will result in PetSmart Charities' immediate right to seek reimbursement from the Organization for the full amount of the Grant.

The Organization shall obtain the prior written consent from PetSmart Charities prior to granting any entity or individual with any publicity or sponsorship rights in connection with this Grant.

Should the Organization wish to use the PetSmart Charities' name for any type of recognition, including donor walls or any other permanent fixtures, it may not do so without PetSmart Charities' written consent and provided that it uses PetSmart Charities' official logo and is done so in a favorable light for PetSmart Charities.

The Organization hereby authorizes PetSmart Charities to use the Organization's name, logo, and photographs or other representation of the Organization's facilities and activities in its annual report and other PetSmart Charities' publications. The Organization waives any rights to inspect or approve of such annual report or other such publications. The Organization agrees to obtain for PetSmart Charities the written release of any individuals (for themselves and/or their pets) in such photographs in an appropriate form provided by PetSmart Charities.

6. PetSmart Charities may request at any time that the Organization produce a written report, in a form reasonably satisfactory to PetSmart Charities, detailing the Grant Funds expenditure and progress of the programs to date. The Organization will submit the written report to PetSmart Charities no later than five (5) days after the date of PetSmart Charities' written request. Additionally, upon written notice and during normal business hours, PetSmart Charities may audit the records of the Organization as they pertain to the Grant, Grant Funds or terms and conditions of this Agreement. The Organization will permit the audit no later than five (5) days after the date of PetSmart Charities' notice. If the report or audit reveals that: (i) the Grant Funds have not been used for the Grant, (ii) the Grant Funds remain inappropriately unused by the Organization, relative to the expected time table or (iii) the Grant Funds are not used in accordance with the terms and conditions of this agreement, then PetSmart Charities may, at its sole option, unilaterally change the terms of the Grant and the Organization may be required to immediately return to PetSmart Charities all Grant Funds.

Aquaforest TIFF Junction Evaluation

Please indicate, as an authorized representative of the Organization, the Organization's agreement with the conditions of the Grant by signing the bottom of this Agreement and returning it to PetSmart Charities within 45 days of the date of this Agreement, by facsimile, U.S. Mail or hand delivery. Upon PetSmart Charities' receipt of this original signed Agreement and PetSmart Charities' acceptance by signature of this Agreement, a check will be issued to the Organization as well as a copy of this fully executed Agreement.

This Agreement will be null and void if not executed and returned to PetSmart Charities after 45 days from the date of this Agreement.

WE HAVE REVIEWED AND AGREE TO THE ABOVE TERMS AND CONDITIONS:

Ву:	The state of the s	
	(Signature)	
Ву:	DAW A. GATTIS	
,	(Print Name)	
		Management of the Control of the Con
	Title (Officer in Williamson Coun	ty (Regional Animal Shelter))
	Date	
	PetSmart Charities	
	Date	4

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

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



GRANT FOLLOW-UP REPORT

Please submit ALL of the following information upon completion of the funded project, or by 18 months from the date of the grant contract.

We look forward to a candid report on the outcome of your project.

	Today's Date: Date Grant Funding Was Received:							
	Name of Your Organization:							
Aai Cit	dress:							
Co	City, State, Zip: Contact:P hone #:E -mail:							
Gra	ant Purpose:							
	mber of Animals Assisted by This Grant Project: Species: Amount Spent from grant: \$							
	iount πedelved from Γ etomatt onanties Grant. φ πποστι σροπι ποι η grant. φ							
1.	Attach detailed documentation of how the funds were expended. Include a line item for each separate kind of expense. Include copies of all receipts for purchases or procedures.							
2.	If all funds were not expended, explain proposed usage of unexpended amount and the time frame to be fully expended. (Note: You will need to receive written permission from PetSmart Charities to proceed.)							
3.	Include any data generated or affected by this project (i.e. adoptions increased, euthanasia decreased, number of animals assisted increased, etc.). If that data isn't available until later, please share it with us at that time.							
4.	List any other major accomplishments that were directly related to this grant, including resulting publicity.							
5.	Discuss any changes to the original plan or problems that occurred during the project.							
6.	If the program is to be continued, how will funding be secured?							
7.	Is there a special story related to this grant that you could share with us?							
8.	If sterilization surgeries were part of your grant project: How many animals were sterilized? How does that compare to your original goal? Explain any differences between your goal and outcome							
9.	If low income targeting was part of your grant project: How did you determine your client's qualification as "low income"?							
10.	If this was a Curious Cat project (replicating a successful project created by another organization): Did the mentoring							
	process go smoothly? Are there any tips you recommend to another group interested in replicating this project?							
11.	If this was a collaborative project: Did the collaboration go smoothly? What did you learn about collaboration (pro or con)? Were there any benefits to your community due to collaborating with other organizations that could not have occurred if the project had been handled by a single group?							
12.	Do you have procedures, protocols, or other practical tools that could be used by another organization to replicate this project?If so, please include a description for us to post on our blog. Include your contact info.							
13.	What kind of qualifications do you think a group should have before trying to replicate this project?							

We would appreciate any photographs you can provide of this project in action.

Please mail this form and the completed report to

PetSmart Charities, Attn: Grants, 19601 North 27th Avenue, Phoenix STOP! Did you remember your attachment? (question #1)

Charities.

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WE HAVE REVIEWED AND AGREE TO THE ABOVE TERMS AND CONDITIONS:

Ву:	12- 12-			
	(Signature)			-
Ву <u>:</u>				=
	(Print Name)			
	Title (Officer in Williamson (Count	y (Regi	onal Animal Shelter))
-	Date		1 v *	-
	PetSmart Charities			-
	Date			-

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

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