



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 the Maricopa County Sheriff or assignee, by and through the Maricopa County Board of Supervisors, whose address is 550 West Jackson, Phoenix AZ 85003, (“Grantee”). The effective date of this Grant Agreement is upon execution and delivery by both parties, as indicated below.

Section 1 – Grant Purpose and Terms:

Grant Funds	\$2,000,000 in project specific grant funding of which \$1,925,000 is to be deposited into the Maricopa County Donations Fund 203 designated for the Maricopa County Sheriff’s Office (MCSO) Animal Safe Haven Unit (MASH).
Grant Purpose	<p>The Grant funds in the amount of \$2,000,000 to MCSO to provide foundational funding to design and construct the new MCSO MASH Unit operating as a recovery center for MCSO inmates and evidentiary animals held during cruelty and other investigations.</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 grant to be distributed in four installments. The first payment of \$925,000 to MCSO upon execution of agreement and \$75,000 made directly to Adisa from PetSmart Charities for related project costs, the second contingent payment of \$500,000 on 6/1/2019 or upon review of a completed impact report due by 5/1/2019, and a third contingent payment of \$500,000 on 12/31/2019 or upon review of a completed impact report due by 12/1/2019.
Grant Period	Upon execution through September 30, 2020
Grant Conditions	<p>The grant funds will total \$2,000,000 over two years to support the full architectural design work and initial construction costs related to the Maricopa County Sheriff Office MASH Unit to be located on the Durango Campus, to which Maricopa County holds title.</p> <p>Grant funding to include:</p> <p>\$2,000,000 over two years to support planning, design work and construction costs, to include any physical improvements to the property, for the new MCSO MASH Unit broken into four contingent payments as follows;</p> <p>Contingencies include: The use of Adisa consultancy services including but not limited to recommendations including:</p> <ul style="list-style-type: none"> • shelter design

	<ul style="list-style-type: none"> • adoptions flow • areas of efficiency • stakeholder interviews • identification of partnership opportunities • identification of inmate participation opportunities • animal care best practices <p>Payment one: scheduled in two disbursements;</p> <p>\$925,000 upon execution to MCSO for MCSO related project costs</p> <p>\$75,000 of the overall funding will be paid by PetSmart Charities directly to the Adisa for Phase II project consultancy services related to the MCSO MASH Unit.</p> <p>Payment two: \$500,000 upon review of completed impact report and completion of project milestone 60 percent of overall project funds raised/committed.</p> <p>Payment three: \$500,000 upon review of completed impact report completion of project milestone MCSO MASH Unit construction reaches building “sealed in” status; and completion satisfactory documentation that at least eighty percent (80%) of the funds required for the MASH project described herein have been raised by MCSO.</p> <p>Any grant funds that remain unspent for the purpose and term of this grant, the Grantee must contact PetSmart Charities, Inc. within 30 days of the end of the grant term for consideration of remaining funds or return any unused fund to PetSmart Charities.</p>
Impact Report(s)	<p>The Grantee 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 grant report will be available on 5/1/2019 and is due by 6/1/2019. The final impact report will be available on 11/1/2019 and is due by 12/1/2019. 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 application that was submitted. It is the organization’s responsibility to update all organization information as necessary at</p>

	<p>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"> • Mutually agreed upon facility naming rights subject to MCSO approval and conditions. • Position PetSmart Charities as the initiating founding funder of the new M.A.S.H. Unit. • Feature PetSmart Charities logo on outside public-facing facility wall subject to approval. • Feature PetSmart Charities logo on the wall of facility lobby subject to approval. • Groundbreaking ceremony with President of PetSmart Charities. • Ribbon cutting ceremony upon completion of project with President of PetSmart Charities. • Development of new M.A.S.H. Unit logo with PetSmart Charities. • Coordinate with PetSmart Charities to document and share the construction of the new facility and obtain testimonials from M.A.S.H. Unit staff and participating inmates to be shared by the parties with key audiences, including Charities donors and prospective donors, affiliates, and other constituents. • Coordinate media relations efforts with the PetSmart Charities PR team, leveraging the Maricopa County Sheriff as the lead advocate and the President of PetSmart Charities as the subject matter expert on the benefits of the human-animal bond. This may include, but is not limited to, national, regional, and local media outreach, an exclusive press announcement, press materials, bylined or op-ed content, social media content, photo opportunities, press conferences, etc. • Post press release with a quote from a PetSmart Charities spokesperson on organization’s web site. • Add a PetSmart Charities digital badge to your organization’s donor page, linking back to www.petsmartcharities.org. • Include 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).

	<ul style="list-style-type: none"> • Share the news on Social Media using the sample social posts provided as a guide and tag the appropriate PetSmart Charities channel. • Coordinate with PetSmart Charities to ensure a representative is available to attend any small events, open houses or check presentation planned at your facility. • All grantees are encouraged to share photos showing the impact of your grant with the PR and Corporate Communications teams at PetSmart Charities. • Link to templated materials, including a press release, digital badge, door cling and Social Media templates: https://www.petsmartcharities.org/pro/resources • All press releases and marketing materials that incorporate PetSmart Charities’ logo need to be approved by a PetSmart Charities Public Relations and Corporate Communications. • All press releases and marketing materials that incorporate MCSO or MASH need to be approved by the designated personnel at MCSO. • For all press release or media alert approvals, please e-mail yobrunson@petsmart.com. • For special event, civic engagement activities, marketing and messaging support, please e-mail chmartinez@petsmart.com.
Additional Requirements	<p>Grantee shall, in accordance with IRS code 501 (c)(3) requirements, maintain an advisory board or similar body overseeing the direction and implementation of project described in this Grant Agreement. Charities shall have the opportunity to join the 501(c)(3) advising board for the implementation of the Grant Purpose throughout the term of the Grant Period. The aforementioned rights of Charities shall be subject to compliance with IRS code 501(c)(3) requirements.</p>

A. Use of Grant. Grantee agrees that it will not use, and will not allow any of its employees, agents or representatives to use, any funds provided under this Grant Agreement for any purpose other than the Grant Purpose (including, without limitation, any lobbying or political activities or any other purpose not permitted in Section 501(c)(3) of the Code), during the Grant Period, and subject to any Grant Conditions. 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. If Grantee has previously received any form of grant from Charities, this Grant Agreement is contingent upon successful performance by Grantee under that agreement. If the Grant Funds include the any services or products, such support may be provided directly by Charities or indirectly through a subsidiary, contractor, representative or agent of Charities and Grantee will participate in any specified program, technical assistance, or training within the guidelines, procedures and timelines defined by Charities or its authorized representative.

B. Acknowledgment of Grant. Grantee will publicly acknowledge this Grant as required by the Grant Acknowledgment. Before making such acknowledgement, however, Grantee will obtain prior written approval from Charities (including details such as graphics, layout, copy, media, etc.). Grantee will provide Charities a reasonable amount of time for such review and approval.

- C. Unspent Funds; Failure of Grant Purpose or Conditions. If any Grant Funds are not spent at the expiry or sooner termination of the Grant Period, such unspent funds must be returned to Charities within thirty (30) days following such expiry or termination. Additionally, if Grantee is unable or unwilling at any time during the Grant Period to comply with the Grant Purpose or the Grant Conditions, Grantee will immediately notify Charities.
- D. Modifications to Grant. Any modifications to this Grant Agreement must be in writing and signed by both parties, except the following modifications may be made without a formal amendment if a written request is submitted by Grantee in writing (e-mail is acceptable if acknowledged by the recipient) and approved in writing (including e-mail) by Charities in its sole discretion:
1. Minor adjustments to the Grant Purpose or Grant Conditions that do not materially affect the original intent of the Grant; or
 2. Change or extend the Grant Period.
- E. Reporting. Grantee is required to submit the Impact Report(s) to Charities set forth above, along with information that indicates how the Grant Funds were spent and such other information as may be reasonably requested by Charities.
- F. Early Termination by the Parties.
1. At any time prior to the end of the Grant Period, either party may terminate this Grant Agreement for good cause (i.e., in the case of Charities' exercise of such right, Grantee shall have been found by the mediator to have materially breached the terms of the Grant Agreement and failed to cure the same following written notice thereof), upon at least thirty (30) days written notice of intent to terminate to the other party. A material breach of the terms of the Grant Agreement shall include, but is not limited to: (a) action by the Grantee that contravenes or otherwise frustrates the Grant Purpose or Conditions; (b) the facility jeopardizes the safety, health or welfare of any animal occupying the facility; or (c) Grantee is the subject of any legal or regulatory investigation related to the subject matter of this Grant Agreement, the result of which causes Charities to determine Grantee engaged in any action or course that appears to be illegal, unprofessional, or otherwise materially inconsistent with this Grant Agreement.
 2. In addition to the conditions set forth in paragraph (F)(1), no termination hereunder shall be effective until the Parties have engaged in mediation before an impartial mediator (who shall set the procedures for the mediation) as to whether or not there is a basis to terminate this Agreement for cause. The Parties shall mutually agree upon the appointed mediator within ten (10) days of issuance and delivery of the for cause termination notice. If the Parties fail to so agree, then the mediator shall be appointed by the Presiding Civil Superior Court Judge of Maricopa County, AZ. The effective date of termination for cause shall be tolled during the mediation process and to the date that is thirty (30) days following completion of the mediation without resolution. The mediation process shall be expedited (and the thirty day period in the prior sentence shall be reduced to ten (10) days) in the event that the termination is based on a public health and safety issue.
- G. Effect of Termination. Upon termination of this Grant Agreement for any reason, Grantee will return to Charities any unspent portion of the Grant Funds as provided above, and all rights and obligations of the parties will cease, except for any rights and obligations that by their terms survive the expiry or termination of this Grant Agreement.
- H. Additional Actions by Charities. Charities may withhold any payment to Grantee: (i) during any mediation; or (ii) until PCI determines the results of any audit, investigation, review of reports and

compliance with milestones are satisfactory, in its sole discretion. In the event this Grant Agreement is terminated for any reason, Charities shall have no obligation to make any payment withheld pursuant to this section. If Charities terminates this agreement during the Grant Period because the Grant Purpose was not fulfilled or that the Grant Conditions were not satisfied, Charities may (without limiting its other rights or remedies hereunder or at law):

1. Withhold any pending or future payments of Grant funds; or
2. Revoke any payment and require a refund of the portion of Grant funds not used in accordance with this Grant Agreement.

- I. License to Grantee. In addition and subject to Section B, Charities may provide a paid-up, limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Charities' name and logo ("Marks"), and Grantee will provide any recognition and benefits at the same level provided to other organizations giving Grantee comparable levels of funding. Any materials that include the Marks (or other intellectual property) of Charities, including, but not limited to, any information to be transmitted in electronic or digital format (including e-mail, social media platforms or websites), must be approved by Charities for quality control purposes prior to any printing, distribution, publication or other use (even if such use is the same as or similar to prior approved uses). Charities' Marks may only be used in the exact form, style, font and colors as required by Charities, and Charities may dictate the copyright, trade or service mark indicia that must accompany each use of a Mark. Grantee will endeavor to provide Charities with at least ten (10) business days to review a proposed use of Charities Marks, and each submission of such proposed use will include the full context (e.g., media, platform, accompanying collateral or materials, etc.) associated with such use. Grantee will not use any Marks of Charities' without approval nor will Charities' Marks be used in a negative light or critical manner. The foregoing limited license may not be transferred, assigned or sublicensed. Charities may immediately terminate this license if Charities, in its sole and absolute discretion, determines Grantee's use of the Marks to be unacceptable.
- J. License to Charities. During the Grant Period, and subject to the terms of this paragraph, Charities has the paid-up, limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Grantee's name and logo ("Marks") to carry out the activities described in the Grant Acknowledgement section of this Agreement, to recognize Charities support of Grantee, to promote or otherwise acknowledge the activities subject to this Agreement, and as otherwise may be required by law or regulation. Grantee's Marks will not be used in a negative light or critical manner. The foregoing limited license may not be transferred, assigned or sublicensed.

Section 2 – Grantee's Representations. As of the date of this Grant Agreement, Grantee represents to Charities that:

- A. Grantee is either: an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity identified in Section 170(c)(1) of the Code that will use the grant for exclusively public purposes, or (iii) 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 Grant Funds for exclusively public purposes.
- B. Grantee holds and maintains, or shall promptly procure, all licenses, permits and registrations necessary or appropriate for its lawful operation and fulfillment of the Grant Purpose and satisfaction of the Grant Conditions.

- C. Grantee is and will remain in compliance with all applicable local, state, tribal and federal laws, regulations and other requirements to which Grantee is subject.
- D. Grantee is not on any federal terrorism “watch list” and any Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
- E. Grantee agrees that all statements made by Grantee in any application and ancillary materials are true and accurate in all material respects. Grantee agrees to notify Charities promptly in writing of any change regarding the ongoing truthfulness and accuracy of such statements during the Grant Period.

Section 3 – Miscellaneous Provisions.

- A. Maintenance of Records and Audit. Grantee agrees to maintain adequate books and records and other financial documents appropriate for its organization (including all records related to disposition of the Grant) (collectively, “Records”). Grantee will maintain the Records in a manner that Charities (or its auditor) may readily determine that all Grant Funds were used exclusively for the Grant Purpose. During the Grant Period and for two (2) years thereafter, Charities may inspect and audit the Records to determine Grantee’s compliance with this Grant Agreement upon at least ten (10) business days prior notice and during normal business hours. Grantee will provide Charities (and its auditor) with unfettered access to the Records and will fully cooperate with such inspection or audit. Grantee expressly grants permission to Charities or its designees to make inquiries and discuss with, or request documentation from, third parties about Grantee related to Grantee’s performance under this Grant Agreement.
- B. Regulatory Compliance Cooperation. Grantee will fully cooperate with Charities and provide Charities with any requested information or documentation regarding Charities’ compliance with the requirements of any governmental agency, including Charities’ nonprofit or tax-exempt status.
- C. Independent Entities. Nothing in this Grant Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. The parties agree each party is an independent entity and will be solely responsible for the acts and omissions of its respective officers, agents, employees, and representatives and during and after the term of this Grant Agreement. The parties further agree that the Grant Funds are being provided 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.
- D. Indemnification & Insurance. Grantee as a governmental entity is prohibited from indemnifying Charities. All parties will maintain: **Commercial General Liability.** Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- E. Non-Disparagement. Grantee will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Charities, PetSmart or their respective activities, owners, officers, directors, or employees. Charities will not make, directly or

indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Grantee or its 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.

- F. Equal Opportunity. 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.
- G. Jurisdiction and Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.
- H. Legal Fees. If either party brings any action or proceeding against the other arising under or related to this Grant Agreement, the prevailing party will be entitled to receive its reasonable attorneys', experts', investigation, and other related fees, costs and expenses from the other party.
- I. Assignment; Third-Party Beneficiaries. This Grant Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Grantee will not assign, delegate or sublicense, in whole or in part, any of its rights or obligations under this Grant without the prior written consent of Charities, which may be granted, withheld or conditioned in its reasonable discretion. Nothing in this Grant Agreement is intended or will be construed to give any third party any legal or equitable right, remedy or claim under or with respect to this Grant Agreement, except for a party's permitted successors or assigns.
- J. Survival. The terms and provisions of this Grant Agreement that are by their terms intended to survive the expiry or termination of the Grant Agreement, will survive expiry or termination of this Grant Agreement.
- K. Construction. This Grant Agreement will not be construed for or against either party on the basis of which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel (or other professional advisor) to the party's satisfaction.
- L. Notices. Any notice given or required under this Grant Agreement will be in writing and delivered to the respective addresses of the parties set forth above or at such other address as either party specifies in writing. Notices will be deemed received: (a) five (5) days after being sent by certified or registered mail, postage prepaid, return receipt requested; (b) on the next business day after when sent by overnight delivery with a major overnight courier; or (c) on receipt of confirmation following transmission via electronic mail or facsimile if received on a business day during business hours (otherwise, deemed received the next business day) and if followed by a hard copy sent by using one of the delivery methods in the preceding clauses (a) or (b) of this paragraph.
- M. Waiver; Severability. The failure of either party to insist upon the performance of any term or provision of this Grant Agreement or to exercise any right or remedy will not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such term or right or remedy on any future occasion. If any provision of this Grant Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. If one or more provisions of this Grant Agreement are held to be unenforceable under applicable laws by a court of competent jurisdiction, those provisions will be limited or eliminated to the minimum extent necessary.

- N. Execution; Counterparts. The parties each represent that the individuals signing below are duly authorized to execute this Grant Agreement on behalf of the party for which they are signing. This Grant Agreement will not be effective until all information requested by Charities is provided by Grantee and is fully executed. This Grant Agreement may be executed by facsimile or electronically (including exchange of scanned signature pages by e-mail), each of which will be deemed an original, and in several counterparts, all of which will constitute one and the same instrument.
- O. Entire Agreement. This Grant Agreement constitutes the entire agreement and understanding between the parties, and supersedes any and all prior discussions, negotiations or other communications regarding the subject matter hereof. Any waiver or amendment of the terms of this Grant Agreement is binding only if in writing and signed by the authorized representatives of both parties.

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Grant Agreement, all effective as of the last date written below.

[SIGNATURE PAGE FOLLOWS]

“CHARITIES”

PetSmart Charities, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

“GRANTEE”

Maricopa County Sheriff

Signature: _____

Name: _____

Title: _____

Date: _____

Maricopa County Board of Supervisors

Signature: _____

Name: _____

Title: _____

Date: _____

Maricopa County Attorney

Signature: _____

Name: _____

Title: _____

Date: _____