



MEMORANDUM

Killeen Police Department

To: Ronald Olson, City Manager
Via: Charles Kimble, COP
Via: Jonathan Locke, Executive Director of Finance
From: Antonia L McDaniel, Lieutenant SSD
Date: April 24, 2018
Subject: **Grant Pre-Application Assessment Considerations**

On 4/10/18, I received an email from the Petco Foundation requesting to set up a conference call to discuss a potential grant opportunity. I responded and a conference call was set up on 4/11/18. I spoke to Joann Randazzo, Manager Lifesaving Grants Administrations. Ms. Randazzo advised the Petco Foundation was pleased with the efforts of the Killeen Animal Shelter and expressed the company's interested in assisting the efforts of saving animal lives. Ms. Randazzo offered the Killeen Animal Shelter a lifesaving grant of \$150,000. She advised the grant is a two-year grant, \$80,000 for the first year (2018) and \$70,000 for the second year (2019). Ms. Randazzo advised the grant funds could be used for any life saving measures.

I graciously thanked Ms. Randazzo and advised her we will begin the process of accepting the grant. Ms. Randazzo advised she would send out a grant agreement and the funds would be awarded upon the signature of the agreement. I asked Ms. Randazzo if equipment could be purchased with the grant and advised it could be used as long as it was for life saving measures. Mr. Randazzo stated she would send out an email explaining the acceptance process and that concluded the phone call. On 4/10/18 at 2:17 PM, I received an email from the Petco Foundation awarding the Killeen Animal Shelter with the grant.

I have completed the grant pre-application assessment considerations form. I followed the listed guidelines in the City of Killeen financial policies. There are no indirect costs associated with this grant and there are no required matching funds. The City of Killeen has received grants from the Petco Foundation in past years and the funds have greatly supported the lifesaving efforts of the Killeen Animal Shelter. I do not anticipate any new grant funded programs or positions. The funds awarded for the 2018 and 2019 Petco Foundation Grant will be used as follows:

- Low cost spay and neuter
- Adoption Drives
- Medical supplies
- Veterinary care
- Equipment
- Other lifesaving efforts

The Killeen Animal Services Unit plans supplement the following budget categories.

Minor tools-Purchases would include but not limited to the following:

- Travel and transfer cages
- Catch poles
- Ferrell boxes
- Cat tongs
- Bite gloves
- Handling gloves
- Kitten cages

Medical/Chemical-Purchases would include but not limited to the following:

- Vaccinations
- Continuation of the low cost spay/neuter voucher program
- Veterinary care
- Testing supplies
- Stetoscopes
- Medications

Animal-Purchases would include but not limited to the following:

- Leashes
- Cat litter
- Food
- Puppy pads
- Warming disks (used for new born kittens)

Machinery and Equipment

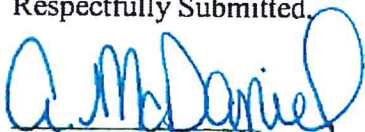
Purchases would include but not limited to the following:

- Industrial grade washing machine/dryer
- Dish washer


Training-Continuing education of Animal Service employees

The Petco Foundation has informed the Killeen Animal Shelter that it has the liberty to utilize the funds in the best manner possible to achieve our organizational goals of saving animal lives. The Petco Foundation advised that the Killeen Animal Shelter would not need to seek permission to purchase any specific item. The Petco Foundation request that the Killeen Animal Shelter provide a summary of the use of funds when submitting the follow up report, which is a requirement of the terms of the grant.

Respectfully Submitted,

 ALB

Antonia McDaniel, LT
KPD Staff Services Div.

This plan was approved by the
Petco official. They are giving
us further freedom to move funds
as new needs are identified, as long
as they are used for lifesaving
measures. 
4-25-18

Excellent offer of
additional funds.
Remained approved.

Antonia L. McDaniel

From: Foundation Administrator <administrator@grantinterface.com>
Sent: Tuesday, April 10, 2018 2:17 PM
To: Antonia L McDaniel
Subject: Killeen Animal Services - Petco Foundation Grant Approval

Follow Up Flag: Follow up
Flag Status: Flagged

Congratulations!

The Petco Foundation is thrilled to support the lifesaving work you do by granting your organization the amount of \$150,000.00 payable in two installments of \$80k and \$70k. Due to the amount of your award, we are preparing a grant agreement which you will receive via email using DocuSign for an electronic signature. Once the agreement is signed by both parties your check will be processed and you should receive it within the following 2-4 weeks. Please note that it is the intention of the Petco Foundation that funds donated shall not be appropriated to the general funds of the municipality, but rather must be utilized and become part of the funding of the animal control sheltering department.

MEDIA COORDINATION:

We would appreciate your cooperation in arranging a check presentation and news release in conjunction with the receipt of this award. We ask that you complete this brief form so that we can coordinate with you in setting up the event:
<https://www.petcofoundation.org/checkcelebration/>

RECOGNITION OF YOUR AWARD:

To support your organization as you publicize the grant we have included a link to our Partner Press Kit. Please use this toolkit – which includes our logo in various formats, brand guidelines, sample social media posts, a sample media alert, and a sample press release – to spread the word to your supporters and community about the lifesaving work you'll do with these funds.

The Petco Foundation makes investments in organizations to achieve our mutual objective of saving lives. Because we support organizations, not programs, the Foundation seeks to be recognized as an organizational supporter rather than the supporter or underwriter of a specific program. Any communication materials you create that mention the Petco Foundation or include our logo—with or without the use of this kit—must be reviewed and approved by our communications team before you share them publicly in any way. Please allow 7 to 10 business days for review. See additional notes at the bottom of this email regarding recognition of awards

Examples of recognition that may not be approved include:

- "This vaccination/wellness clinic is sponsored by the Petco Foundation" on announcements, websites or flyers.
- "The services provided in zip code 55555 are sponsored by the Petco Foundation"

Questions about your grant? Please contact foundationpartners@petco.com.

XX. GRANTS

The City shall seek, apply for, and effectively administer federal, state, and foundation grants-in-aid that address the City's current priorities and policy objectives

A. GUIDELINES

The City shall apply, and facilitate the application by others, for only those grants that are consistent with the objectives and high priority needs previously identified by City Council. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, will be identified, planned, and considered prior to applying for a grant.

B. INDIRECT COSTS

The City shall recover full indirect costs unless the funding agency does not permit it. The City may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.

C. REVIEW

All grant submittals shall be reviewed by the Finance Department for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the City's policy objectives. If there are cash match requirements, the source of funding shall be identified prior to application. If there is a future year's obligation, the source of funding shall be identified prior to application to ensure available cash-flow to meet those obligations.

D. PROGRAM TERMINATION

The City shall terminate grant-funded programs and associated positions when grant funds are no longer available unless alternate funding is identified and programmed into the long-term financial plan.

City of Killeen
Grant Pre-Application Assessment Considerations

Grantor:	<u>Petco Foundation</u>	Department/Division	<u>Killeen PD/SSD</u>
Project Name:	<u>Petco Foundation Grant 2018</u>	Project Manager	<u>LT McDaniel</u>
CFDA #:	<u>New Project</u>	Application Due Date:	<u>N/A</u>
Funding Period	<u>4/7/18-10/31/2020</u>	Council Required to Approve Application:	<u>Y N</u>
		Council Required to Accept Award:	<u>Y N</u>

PROJECT BUDGET - YEAR 1							
Budget Category	Federal Funding	State Funding	City Match	In-Kind Match	Program Income	Other	Total Project Cost
Minor Tools	\$ -	\$ -	\$ -	\$ -	\$ 5,000		\$ 5,000
Medical/Chemical					45,000		45,000
Animal					5,000		5,000
Machinery/Equip.					15,000		15,000
Training					10,000		10,000
Total	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ 80,000

PROJECT BUDGET - YEAR 2							
Budget Category	Federal Funding	State Funding	City Match	In-Kind Match	Program Income	Other	Total Project Cost
Minor Tools	\$ -	\$ -	\$ -	\$ -	\$ 5,000		\$ 5,000
Medical/Chemical					40,000		40,000
Animal					5,000		5,000
Machinery/Equip.					10,000		10,000
Training					10,000		10,000
Total	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ -	\$ 70,000

PROJECT BUDGET - YEAR 3							
Budget Category	Federal Funding	State Funding	City Match	In-Kind Match	Program Income	Other	Total Project Cost
							\$ -
							-
							-
							-
							-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET - YEAR 4							
Budget Category	Federal Funding	State Funding	City Match	In-Kind Match	Program Income	Other	Total Project Cost
							\$ -
							-
							-
							-
							-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET - ALL YEARS							
Budget Category	Federal Funding	State Funding	City Match	In-Kind Match	Program Income	Other	Total Project Cost
Minor Tools							\$ -
Medical/Chemical							-
Animal							-
Machinery/Equip.							-
Training							-
Total	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000

City of Killeen
Grant Pre-Application Assessment Considerations

Grantor:	<u>Petco Foundation</u>	Department/Division	<u>Killeen PD/SSD</u>
Project Name:	<u>Petco Foundation Grant 2018</u>	Project Manager	<u>LT McDaniel</u>
CFDA #:	<u>New Project</u>	Application Due Date:	<u>N/A</u>
Funding Period	<u>4/7/18-10/31/2020</u>	Council Required to Approve Application:	<u>Y N</u>
		Council Required to Accept Award:	<u>Y N</u>

ANNUAL OPERATING IMPACT							
Description	Year 1	Year 2	Year 3	Year 4	Year 5	All Years	
Personnel						\$ -	
Operating	70,000	80,000				150,000	
Capital Outlay						-	
Total	\$ 70,000	\$ 80,000	\$ -	\$ -	\$ -	\$ 150,000	

Continuation Plan:

The Petco Foundation Grant will allow the City of Killeen Animal Shelter to continue to offer its citizens low to no cost adoptions. The grant also will allow funding for animal veterinary care within the shelter.

Describe/justify the project and explain how it ties into the 2030 Plan or City's mission. Attach a memo if additional space is needed.

The Petco Foundation will aid the City of Killeen Animal Shelter in promoting a positive image for the City of Killeen. The grant will allow the citizens of Killeen to adopt animals at little of no cost. Because of previous Petco Foundation grants, fewer animals were euthanized.

Critical Need Addressed:

The Killeen Animal Shelter is need of essential supplies and equipment. The Petco Grant will allow to Killeen Animal Shelter to purchase much needed equipment such as an industrial washing machine and dryer. The Grant will also allow the shelter to purchase critical items such as vaccinations and microchips.

Administration Capacity:

The Petco Grant funds will be managed by the Killeen Animal Shelter Manager under the direction of the Chief of Police.

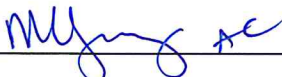
1 Department Director

2 Grants Analyst

3 Finance Director

4 City Manager

5 Return to Grants Analyst





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

April 10, 2018

Killeen Animal Services
3118 Commerce Drive
Killeen, TX 76543

Dear Dennis Baldwin:

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.

1. Investment terms

The Investment period will begin from the date of Grantee's countersignature of this Grant Letter and will continue through the date specified below as the end date. 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.

Investment Terms	
Investment amount	\$150,000
Initial Payment Amount and Date	\$80,000 on or before October 31, 2018
Installment Payment Amount(s) and Date(s)	\$70,000 on or before October 31, 2019
Investment Purpose	Lifesaving Investment
Investment Period end date	October 31, 2020



2. Additional Terms and Conditions

In addition to the terms and conditions set forth herein and in Appendix A, Investment shall be restricted for the purposes of adoption promotion with the goal of euthanasia reduction. Uses may include adoption marketing, fee reduction and fee waived adoptions, off-site adoptions, medical care to improve adoptability and other lifesaving expenses as approved by the Petco Foundation in advance.

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:

- 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.
- e. Provide materials such as discount coupons or other materials when supplied by the Petco Foundation to all adopters.
- f. Complete all follow up reports as assigned in the grant application portal.
- g. If Grantee is an approved Petco Foundation adoption partner, Grantee shall:
 - i. Participate in all Petco Foundation, monthly national adoption events¹, 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 Be A Foster event 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

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



executing this agreement². *Organizations with no Petco store within a reasonable driving distance are exempted from this requirement.*

- i. 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.
- j. 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.

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: Executive Director

Accepted and agreed to this date:

Killeen Animal Services

By: _____
Name: Dennis Baldwin
Title: Assistant City Manager

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



Appendix A

The Petco Foundation Grant Investment Terms

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

Section 1. Investment

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.

Pet Cancer Research – conducting research relating to curing or preventing cancer in domestic animals. Funds invested with the purpose of Pet Cancer Research shall be used as more fully stated in the grant application.

Pet Cancer Treatment – providing support for the treatment for domestic companion animals suffering from cancer to pet parents of modest means or to pet parents whose pets have provided a service to others. Funds invested with the purpose of Pet Cancer Research shall be used as more fully stated in the grant application.

Helping Heroes – funds invested to organizations that conduct operations to train, care for and otherwise support pets used for service, therapy, or support to people, or for working animals, such as military working dogs, search and rescue animals, and other working or service animals.

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. Purposes

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 Payment.

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.

Each Investment payment is contingent upon (1) Grantee's compliance with the terms of this Agreement, (2) Grantee's progress towards achievement of the purposes described above, as determined in the Petco Foundation's sole discretion, (3) the timely submission by Grantee of all reports and other information required pursuant to Section 4 below and the Grant Letter, if applicable, and (4) there having been no material changes in Grantee's operations, staffing, or funding which would adversely affect its ability to accomplish the purposes for which the Investment was authorized.

The Petco Foundation retains the right to terminate the Investment if in its sole discretion it determines that Grantee will not be able to achieve the purposes of the Investment or that Grantee has failed to 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 2. Representation, Warranties, and Covenants 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. 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.
- F. 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, and if any such information or materials change after the submission of such applications, Grantee will give immediate written notice to the Petco Foundation.
- G. Grantee will give immediate written notice to the Petco Foundation of any change or threatened change in its tax-exempt status, if applicable, or of any material change in Grantee's operations or staffing.

Section 3. 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 Grant Investment Period plus a period of five (5) years following the end of the Grant 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) 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, defamation, 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 4. Grantee Reporting

The Petco Foundation desires to provide grant investments to organizations that will make a significant impact on the lives of domestic companion animals with the Petco Foundation's grant investments. Although the exact purpose of funding may vary for each organization the Petco Foundation funds, it is important to the Petco Foundation to monitor the impact within the organization and if possible, the community. Consequently, ongoing reporting and animal related data is important to enable the Petco Foundation to evaluate the impact of its investments.

Grantee agrees to provide the Petco Foundation with annual reports during the Investment Period and for a period of three (3) years after the end of the Investment Period, such reports to be filed on the Petco Foundation online grant system. Such reports may include continued disclosure of basic organizational information similar to the information provided by Grantee in its grant application to the Petco Foundation and must include information regarding the number of animals cared for or trained, as applicable, the operations of Grantee, reports on Grantee's financial condition, reports on the specific uses of Investment funds and any other information as may be reasonably requested by the Petco Foundation.

Grantee agrees to review all Grantee contact information in the Petco Foundation's online system, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the Petco Foundation's online information correction form.

Section 5. Confidentiality

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. "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. Each party will maintain the terms of this Agreement in strict confidence and 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 of the other party.

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.

Notwithstanding the above, 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 herein. The Petco Foundation may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

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

Section 6. Future Funding

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

Section 7. Amendments

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

Section 8. 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 9. 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 10. 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 11. 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.

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.