





**CITY OF ALBUQUERQUE**  
**Albuquerque, New Mexico**  
**Office of the Mayor**

**INTER-OFFICE MEMORANDUM**

March 5, 2020

Mayor Timothy M. Keller

**TO:** Pat Davis, President, City Council

**FROM:** Timothy M. Keller, Mayor *TJK*

**SUBJECT:** Approving and Accepting the FY/20 PetSmart Charities AWD Adoption Site

For your consideration, please find the attached resolution which will allow the Animal Welfare Department to facilitate and fund an AWD Adoption site located at the PetSmart Everyday Adoption Center (EAC).

AWD has applied for grant funds from PetSmart in the amount of \$33,420 for the period of April 1, 2020 through March 12, 2021. No cash match or Indirect overhead is required.

The attached resolution is submitted for consideration and action by the Council.

**Title/ Subject of Legislation:** Resolution approving and accepting the PetSmart Charities Animal Welfare Department adoption site in Fiscal Year 2020.

**Approved:**



3/25/20

Sarita Nair                      Date  
Chief Administrative Officer



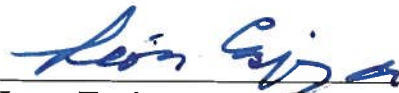
**Approved as to Legal Form:**



3-10-2020

Esteban A. Aguilar Jr.      Date  
City Attorney

**Recommended:**



Leon Espinoza                      Date  
Interim Director, Animal Welfare Department

## **Cover Analysis**

- 1. What is it?** Resolution approving and accepting the FY/20 grant for AWD Adoption Site at the PetSmart EAC Location.
- 2. What will this piece of legislation do?** This legislation approves an application to utilize this grant to facilitate contractual staff, supplies and direct animal care AWD adoption site at PetSmart EAC location.
- 3. Why is the project needed?** This project will foster community partnerships, increase adoptions and reach citizens who choose not to enter a shelter environment.
- 4. How much will it cost and what is the funding source?** The PetSmart Grant is for \$33,420 and does not require a cash match or indirect cost.
- 5. Is there a revenue source associated with this contract? If so, what level of income is projected?** Grant of \$33,420 from PetSmart Charities will be appropriated to fund 265.

**FISCAL IMPACT ANALYSIS**

TITLE: Approving and Accepting the FY/20 PetSmart Charities AWD Adoption Site

R: O:

FUND: 265

DEPT: 1077003

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years				Total
	2018	2019	2020	2021	
Base Salary/Wages					-
Fringe Benefits at	-	-	-	-	-
Subtotal Personnel	-	-	-	-	-
Operating Expenses		-			-
<b>Contractual Services</b>			33,420	-	33,420
Indirect Costs	-	-	-	-	-
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,420</b>	<b>\$ -</b>	<b>\$ 33,420</b>
<input checked="" type="checkbox"/> Estimated revenues not affected					
<input type="checkbox"/> Estimated revenue impact					
Amount of Grant	-		33,420	-	33,420
City Cash Match					
City Inkind Match					
City IDOH	-	-	-	-	-
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,420</b>	<b>\$ -</b>	<b>\$ 33,420</b>

These estimates do not include any adjustment for inflation.

**COMMENTS:** Grant Funds will be used to facilitate an AWD adoption site at the PetSmart EAC location to include contract employees and direct animal care for the FY20.

**COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**

PREPARED BY:

  
Erica J. Garcia, Fiscal Manager

APPROVED:

  
Leon Espinoza, Interim Director (date)

REVIEWED BY:

  
EMMA Y. ROMERO  
EXECUTIVE BUDGET ANALYST

  
BUDGET OFFICER (date) 3/6/20

  
CITY ECONOMIST 3/6/20

# PETSMART Charities.

## GRANT AGREEMENT

This Grant Agreement ("Grant Agreement") is entered into between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code"), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and City of Albuquerque, whose address is PO Box 1985, Albuquerque, NM 87103, ("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	\$148,380
Grant Purpose	<p>\$148,380 to support staffing, maintenance and operations costs including but not limited to direct animal care, equipment, and supplies to support the City of Albuquerque and PetSmart Charities' mutual goal of increasing adoptions through the Everyday Adoption Center (EAC) at PetSmart #174 located at 350 Eubank Blvd NE, Albuquerque, NM 87123. The grant funds are intended to enable City of Albuquerque to develop a fiscally responsible and cost-effective operation of the EAC as well as ensure that the program requirements are met as outlined in the EAC Partner Handbook. The EAC will be operated at full or near capacity at all times. City of Albuquerque will provide (3) part-time or volunteer staff Monday 9:00 a.m. - 9:00 p.m. (open 10-8) Tuesday 9:00 a.m. - 11:00 a.m. and 7:00 p.m. - 9:00 p.m. (closed) Wednesday through Saturday 9:00 a.m. - 9:00 p.m. (open 10-8) Sunday 9:00 a.m. - 7:00 p.m. (open 10-6)</p> <p>Should Organization request an extension and/or a reallocation of funds, a request must be submitted in writing to PetSmart Charities for approval a minimum of 30 days prior to grant deadline. The request must outline progress to date including funds expended, funds remaining and a rationale for the requested grant amendment.</p>
Distribution Schedule of Grant Funds	Cash grant to be distributed in three installments. The first payment of \$68,172 upon execution of agreement, the second payment of \$46,788 on 3/12/19 upon receipt of a completed Interim Impact Report and the third payment of \$33,420 on 3/12/20 upon receipt of a completed Interim Impact Report.
Grant Period	Start: Upon date of full execution End: Until terminated
Grant Conditions	None
Impact Report(s)	The organization agrees to provide the following reports to PetSmart Charities in connection with this grant, on or before the deadlines set

- 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.** At any time prior to the end of the Grant Period, either party may terminate this Grant Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party.
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- G. Early Termination by Charities.** Charities may immediately terminate this Grant Agreement upon written notice to Grantee if Charities determines in its sole discretion that:
1. Grantee has not complied with the Grant Purpose or Grant Conditions;
  2. Grantee is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable or otherwise inappropriate;
  3. Grantee ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding;
  4. Any representation made by Grantee was not accurate when made or it becomes inaccurate at any time during the Grant Period;
  5. Charities finds the results of any audit or inquiry regarding Grantee to be unacceptable;
  6. Grantee (or any person or organization linked to or with Grantee) becomes disreputable or is the subject of negative media attention, including social media; or
  7. Grantee has not complied with the requirements of any other agreement Grantee has with Charities.
- H. 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.
- I. Additional Actions by Charities.** If Charities terminates this agreement as set forth in Section G, or if anytime either during the Grant Period or for two (2) years thereafter, Charities determines in its sole and absolute discretion that 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 of funds not used in accordance with this Grant Agreement and require Grantee to provide a full refund to Charities of all previously provided funds.

- 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.** Grantee hereby defends, indemnifies and holds harmless Charities and PetSmart, Inc. (including their respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors), from and against all costs, expenses (including reasonable attorneys' fees and expenses through all appeals), claims, judgments, proceedings, losses, liabilities, damages (including property damage or bodily injury or death) or intellectual property infringement incident to or arising out of Grantee's: (a) breach or violation of this Grant Agreement; (b) willful misconduct or negligent act(s) or omission(s); (c) receipt or use of the Grant Funds, or any program or activity of Grantee related to this Grant Agreement; (d) violation of applicable law; or (e) infringement of intellectual property. Notwithstanding the foregoing, this provision shall not be applicable if Grantee is a governmental entity and as such, is prohibited by law from indemnifying Charities.
- 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. 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.** With respect to any action or proceeding arising out of or related to this Grant Agreement or otherwise between the parties, the parties hereby agree that: (i) venue and jurisdiction will be exclusively in the federal and state courts situated in Maricopa County in the State



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.

**"CHARITIES"**

PetSmart Charities, Inc.

Signature: \_\_\_\_\_

Name: Lindsay Del Chianò

Title: Program Director

Date: April 11, 2018

**"GRANTEE"**

City of Albuquerque

Signature: \_\_\_\_\_

Name: Danny Nunez

Title: Director

Date: 4/6/18