In accordance with the Freedom of Information Act, the electronic and print media were duly notified.
CALL TO ORDER

During periods of discussion and/or presentations, minutes are typically condensed and paraphrased.

In accordance with the Freedom of Information Act, the electronic and print media were duly notified.

APPROVAL OF MINUTES

1. Auxiliary Services Committee - Regular Committee Meeting - Dec 9, 2019 6:03 PM

AGENDA ITEM

1. PetSmart Charities Grant

Presenter - Heather McDowell, Community Services Director

ADJOURNMENT

Catherine R. Windham, Clerk to Council
CALL TO ORDER

During periods of discussion and/or presentations, minutes are condensed and paraphrased. Video coverage of the full meeting is available on the Berkeley County Government website.

Chairman Phillip Obie called the meeting to order.

In accordance with the Freedom of Information Act, the electronic and print media were duly notified.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joshua Whitley</td>
<td>Committee Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Tommy Newell</td>
<td>Committee Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Brandon Cox</td>
<td>Committee Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Jack H. Schurlknight</td>
<td>Committee Member</td>
<td>Excused</td>
<td></td>
</tr>
<tr>
<td>Caldwell Pinckney</td>
<td>Committee Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Steve Davis</td>
<td>Committee Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Phillip Obie</td>
<td>Chairman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Johnny Cribb</td>
<td>Ex-officio</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>

APPROVAL OF MINUTES

Chairman Obie asked for approval of minutes for the Regular Committee on Auxiliary Services meeting held on September 9, 2019.

1. Auxiliary Services Committee - Regular Committee Meeting - Sep 9, 2019 6:03 PM

   It was moved by Committee Member Davis and seconded by Committee Member Pinckney to approve the minutes as presented. The motion passed by unanimous voice vote of the Committee.
### AGENDA ITEM

1. PetSmart Charities Grant

   **Presenter - Heather McDowell, Community Services Director**

   It was moved by Committee Member Whitley and seconded by Committee Member Newell to **approve Providing the County Supervisor the Authority to Sign the PetSmart Charities Grant**, in the amount of $35,000. The motion **passed** by unanimous voice vote of the Committee.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED AND REFERRED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Joshua Whitley, Committee Member</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Tommy Newell, Committee Member</td>
</tr>
<tr>
<td>AYES:</td>
<td>Joshua Whitley, Tommy Newell, Brandon Cox, Caldwell Pinckney, Steve Davis</td>
</tr>
<tr>
<td>EXCUSED:</td>
<td>Jack H. Schurlknight</td>
</tr>
</tbody>
</table>

2. Berkeley Animal Center Update

   **Presenter - Heather McDowell, Director of Community Services and Debbie Allen, Manager**

   Ms. Heather McDowell, Animal Services Director, and Ms. Debbie Allen, Animal Services Manager, provided an update on the Berkeley County Animal Center, and no action was taken.

   Chairman Obie stated that it is the Christmas Season, so before you run out to the animal store to get a pet, make sure you visit the shelter and see all of the loving dogs and cats that would be happy in a home underneath the Christmas tree this year.

   *The PowerPoint presentation entitled, “BAC Dec 2019 Presentation”, is attached hereto and made a part hereof by this reference.*

   Committee Member Newell applauded Ms. McDowell and all of the great people who work at the Berkeley Animal Center.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>INFORMATION ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td></td>
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<tr>
<td>SECONDER:</td>
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<tr>
<td>AYES:</td>
<td></td>
</tr>
<tr>
<td>EXCUSED:</td>
<td></td>
</tr>
</tbody>
</table>
ADJOURNMENT

It was moved by Committee Member Pinckney to adjourn the Committee on Auxiliary Services meeting. The motion passed by unanimous voice vote of the Committee.

The meeting adjourned at 6:43 p.m.
Background: Berkeley County applied to PetSmart Charities to support activities related to the 2020 National Adoption Weekend.

Discussion: Berkeley County has received a Grant and Grant Agreement for funds to be used for expenses related to marketing and advertising the 2020 National Adoption Event held at PetSmart. The funds will be used to pay for traditional media advertising, social media channels and printed materials. PetSmart Charities, Inc. has awarded the County $5,000 in grant funds to support these efforts.

Grant Deadline: September 30, 2020
Match: None

Recommendation: Provide the Berkeley County Supervisor the authority to sign the grant agreement with PetSmart Charities.

Fiscal Impact:

Attachments:
berkeley county feb naw agreement-01-27-2020 (PDF)
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 County of Berkeley, whose address is PO Box 6122, Moncks Corner SC 29461-6120 ("Grantee").

**Grant Purpose and Terms:**

<table>
<thead>
<tr>
<th>Grant Funds</th>
<th>$5,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Purpose</td>
<td>The grant funds will total $5,000.00 for <strong>County of Berkeley</strong>, #9880, to host an adoption event to take place 02/28/2020 – 03/01/2020 at PetSmart Store #1251 with 200 adoptable pets available. Grant funds will be used for Adoption Prep (wellness exams, spay/neuter surgeries, vaccinations and microchipping), Marketing (social media boosted posts, ads, banners, radio remotes and flyers), Event Equipment and Supplies (tables, chairs, tents, fencing, permits, heating and cooling, security), Pet Containment and Supplies (crates, pens, bowls, leads, and collars) and Other funds limited to 10% of overall grant award for volunteer support, refreshments and gas.</td>
</tr>
<tr>
<td>Distribution Schedule of Grant Funds</td>
<td>SINGLE PAYMENT</td>
</tr>
<tr>
<td>Grant Period</td>
<td>Start: Upon date of full execution End: Six months after full execution</td>
</tr>
<tr>
<td>Grant Conditions</td>
<td>If any grant funds remain after the expenses above are covered, the remaining grant funds may be used, with written permission from PetSmart Charities, Inc. toward spay/neuter surgeries for animals to assist in preparing them for adoption.</td>
</tr>
<tr>
<td>Impact Report(s)</td>
<td>Unless otherwise specified, submit all reports via <a href="http://www.cybergrants.com/petsmartcharities/reports/app">www.cybergrants.com/petsmartcharities/reports/app</a> no later than 30 days after the last day of the event. The Impact Report templates are available at <a href="http://www.petsmartcharities.org/pro/resources/">http://www.petsmartcharities.org/pro/resources/</a>. Failure to timely submit a report 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.</td>
</tr>
<tr>
<td>Grant Acknowledgement</td>
<td>Any marketing materials created by the Organization shall be approved by a PetSmart Charities team member. For all Press Release approvals, please e-mail via <a href="mailto:PublicRelations@petsmartcharities.org">PublicRelations@petsmartcharities.org</a>. For all Marketing material approvals, please e-mail via <a href="mailto:petsmartcharitiesmarketing@petsmartcharities.org">petsmartcharitiesmarketing@petsmartcharities.org</a>. Please allow up to 10 business days for approvals.</td>
</tr>
</tbody>
</table>
Terms and Conditions

A. Grantee will utilize the Grant Funds only for the Grant Purpose, subject to the Grant Conditions, and during the Grant Period, and will not use the Grant Funds for any other purpose (including, without limitation, any lobbying or political activities or any other purpose not permitted in Section 501(c)(3) of the Code). Grantee agrees to provide Charities the Impact Report(s) along with any other information reasonable requested. 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.

B. Grantee represents to Charities, as of the Grant Agreement date and at all times during the Grant Period, that:
   1. Grantee is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use the Grant Funds for exclusively public purposes, or (iii) an “Indian tribal government,” under Section 7701(a)(40) of the Code, that is treated as a State that will use the Grant Funds exclusively for public purposes.
   2. Grantee holds and will maintain any and all licenses, permits and registrations necessary or appropriate to operate and fulfill Grantee’s mission.
   3. Grantee is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
   4. Grantee is not on any federal terrorism “watch list” and Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
   5. Grantee agrees that all representations or statements made by Grantee in any application or any related communications from or on behalf of Grantee are true and accurate in all material respects. Grantee will notify Charities promptly in writing of any changes in such representations or statements.

C. Grantee agrees to maintain adequate books and records and other financial documents, including records that readily show the Grant Funds were used exclusively for the Grant Purpose. During the term of the Grant Agreement and for two years afterwards, Charities may audit or review Grantee’s books and records to confirm Grantee’s compliance with the terms of the Grant Agreement. Any such request will be made with at least ten (10) business days prior notice and during normal business hours. Following any such request, Grantee will provide Charities with the requested records and will fully cooperate with Charities. During any such audit or review, Charities may, in its sole discretion, suspend or withhold any unpaid Grant Funds pending the outcome of the audit or review. Grantee expressly grants permission to Charities or its designees to discuss with, or request documentation from, third parties about Grantee related to performance under this Agreement. Grantee agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Grant Agreement.

D. Grantee will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Charities, PetSmart, Inc. 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.

E. Nothing in this Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. Charities and Grantee are each independent entities and each will be solely responsible for the acts and omissions of its respective officers, agents, employees, and representatives during and after the term of the Grant Agreement. This Grant Agreement is being made solely 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.

F. Grantee shall defend, indemnify and hold harmless Charities including its respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys’ fees and expenses), incident to or arising out of Grantee’s: breach of this Grant Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Grant Funds, or any program or activity of Grantee.
related to this Grant Agreement; or violation of applicable law. 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.

G. 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.

H. Grantee agrees that it will acknowledge Charities’ support in any promotional materials, including websites and social media platforms, and provide any recognition and benefits at the same level provided to other organizations giving Charities comparable levels of funding. Grantee must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Grantee use of its logo, such use is a limited, non-exclusive, revocable right to use. Grantee may not use Charities’ logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable. Grantee will not use either Charities’ name or logo in a negative light or critical manner. Any right given to Grantee for the use of Charities name or logo may not be transferred, assigned or sublicensed.

I. Charities has the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Grantee’s name and logo. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Grantee’s name or logo in a negative light or critical manner. Charities’ use of Grantee’s name or logo will be limited to only the use to support or further Charities’ mission.

J. If either party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys’ fees) incurred in connection with the action and any appeal from the losing party.

K. 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. Charities may immediately terminate this Grant Agreement upon written notice to Grantee if Charities determines, in its sole discretion, that Grantee: has breached any term of this Grant Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; 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; or has not complied with the requirements of any other agreement with Charities. Upon termination of this Grant Agreement for any reason, Grantee will return to Charities any unspent portion of the Grant Funds. If Charities terminates this Grant Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future payments of funds or provision of support; or revoke any payment of funds not used in accordance with this Grant Agreement and require that all previously provided funds will be returned.

L. This Grant Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Grant Agreement. This Grant Agreement may be modified or amended only in writing, duly executed by both parties, except that, upon mutual written agreement, the parties make minor modifications to the Grant Purpose, Grant Conditions, and Grant Period that do not materially alter its intended purpose. This Grant Agreement shall not be construed for or against any party based on which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel to the party’s satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Grantee and is fully executed. Charities and Grantee each represent that the individuals signing are duly authorized to execute this Grant Agreement. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this Grant Agreement, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.
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: _________________________________
Title: _________________________________
Date: _________________________________

“GRANTEE”
County of Berkeley

Signature: _____________________________
Name: _________________________________
Title: _________________________________
Date: _________________________________