

Resolution No. 14-10

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AND RATIFYING
ENTERING INTO AN AGREEMENT WITH PETSMART CHARITIES ADOPTION
PROGRAM FOR THE PROVISION OF ANIMAL ADOPTION SERVICES;
AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS
ON BEHALF OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND,
PROVIDING FOR AN EFFECTIVE DATE**

SECTION I - RECITALS

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that there is an ongoing need to implement techniques, tools and abilities to support the city's Animal Adoption Services; and,

WHEREAS, the City Council desires to further those ends by entering into an agreement with PetSmart Charities Adoption Program to provide such services; and,

WHEREAS, the City Council finds that exigencies required this Agreement be signed by the City Manager, and actions commenced before formal Council action could be taken; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated including ratification of the City Manager's prior action of entering into the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II - CONTRACT AUTHORIZED

That The **Petsmart Charities Adoption Program Agreement**, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The Action Of The City Manager In Previously Entering Into This Agreement Is Ratified, And The City Recorder Authorized To Attest, Any And All Documents Necessary Now Or Subsequently, To Effect This Authorization, Ratification And Approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of any and all prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which are in conflict with this Resolution, are, to the extent of such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 1st day of April, 2014, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 1st day of April, 2014.

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 14-10

Resolution Of South Ogden City Approving And Authorizing
Entering Into An Agreement With PetSmart Charities Adoption Program For The Provision Of Animal
Adoption Services; Authorizing The City Manager To Sign The Necessary Documents On Behalf Of The
City To Give Effect To The Intent Hereof; And, Providing For An Effective Date

01 Apr 14



South Ogden City Corporation

8286619

Organization Name

Agreement to Participate in the PetSmart/PetSmart Charities Adoption Program

The purpose of PetSmart Charities Adoption Program is to assist local animal welfare organizations to find homes for homeless pets and to help end euthanasia as a means of pet population control. Through our working together, we can achieve these goals by educating the public about responsible pet ownership, providing a superior adoption experience, and matching the right pet with the right family.

PetSmart Charities has permission to use certain space within PetSmart stores and place certain animal organizations, we call Agency Partners, in that space. Being located in a PetSmart store increases the Agency Partner's visibility providing a great advantage for the Agency Partners. Along with the benefits come certain responsibilities. Having a presence in a PetSmart store also means that you, your employees and volunteers as well as the adoptable pets you display may be viewed by the public as representatives of PetSmart even though you are not. In addition, the safety of your organization's employees and volunteers, PetSmart associates and customers and the pets are of the utmost importance. Therefore, the Agency Partner agrees to adhere to the following:

Pets

- Agency Partner shall be fully responsible for all its animals and for properly caring for them at all times.
- Agency must maintain control of its animals in the Adoption Center at all times. Pets that are displayed outside the Adoption Center must be confined either in a crate or an exercise pen, or on a lead with one handler to every dog.
- Agency Partner will offer only healthy animals for adoption in the PetSmart Charities Adoption Center or designated adoption areas.
- Agency Partner will isolate an animal at the first sign of illness or aggression and remove it from the PetSmart store immediately. Pets showing signs of aggression may not be brought back to the store for future placement.
- All animals must be vaccinated in accordance with PetSmart protocol and applicable state and local laws prior to being transported to PetSmart and placed in the Adoption Center. **Vaccination of any animals in or on PetSmart premises is strictly prohibited. Dispensing medications or veterinary advice to PetSmart customers and/or adopters while on PetSmart premises is prohibited.**
- Agency Partner must require that all animals be spayed or neutered. If the animal is not spayed or neutered prior to adoption, the Agency Partner must have a program in place to ensure adopter compliance.
- Agency Partners may not accept surrendered pets from the public or abandoned pets while on PetSmart premises.

The Adoption Process

- Subject to this Agreement, the Agency Partner will use its own shelter adoption policies and procedures when offering animals for adoption at the PetSmart Charities Adoption Center. The Agency Partner will explain the process that an adopter must follow to finalize an adoption.
- Agency Partner will make the final decision in the placement of a pet. If an adoption is denied, the Agency Partner will explain why it was denied and offer alternatives. Professional handling of non-match or denied adoptions is expected at all times.
- Agency Partner will require a signed PetSmart Adoption Release form with every adoption.
- Adoption results will be communicated to the PetSmart store director.

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- Agency Partner will adhere to the Adoption Center schedule as agreed upon by the Agency Partner and PetSmart and will promptly notify PetSmart management at least 24 hours in advance of any changes.

Customer Service

- Agency Partner will avoid discriminatory practices, or the perception of discrimination, by utilizing standardized fees for adoption, ensuring equal opportunity and fair treatment to all potential adopters and by not discriminating based on the basis of age, gender, race, ethnicity, national origin, religion, disability or sexual orientation.
- Agency Partner will disclose all known issues about an animal to an adopter.
- Agency Partner will communicate to potential adopters any of its requirements that may be conditional to an adoption.
- Subject to this agreement, the Agency Partner will use its own shelter adoption policies and procedures when offering animals for adoption. Agency Partner will explain the process that an adopter must follow to finalize an adoption.
- Agency Partner will make the final decision in the placement of a pet. If an adoption is denied, the Agency Partner will explain why it was denied and offer alternatives. Professional handling of non-match or denied adoptions is expected at all times.
- Agency Partners will work to resolve any adoption-related issues that may arise with PetSmart customers, including working with the Store Manager.
- Agency Partners will keep all information provided on an adoption application as private and confidential. PetSmart may require access in the event of a customer issue concerning the pet.

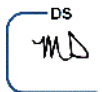
Agency Partner volunteers and/or employees

- Agency Partners are fully responsible for all actions and omissions of their employees and/or volunteers at all times.
- Agency partner volunteers must be at least 14 years old; volunteers under the age of 18 must be accompanied by and supervised by an adult at all times. All representatives must maintain a clean, neat and professional appearance at all times, and conduct themselves in a professional and courteous manner.
- Agency partner representatives' family members and/or personal pets may not be present at the Adoption Center during an Agency Partner representative's shift.
- All questions, comments and concerns shall first be directed to the PetSmart Store Manager.

Agency Partner activities while in the PetSmart store

- Agency Partners may not sell products, competitive services (for example, grooming, pet training and veterinary services) or conduct fundraising activities while in a PetSmart store. Agency Partners shall not unnecessarily interfere with or impede the conduct of business of PetSmart Charities or any tenant or occupant of the location at any time. Agency Partner may not **directly** solicit donations from PetSmart customers while they are present at the Adoption Center. Agency Partner is welcome to collect donations from the public while the Agency Partner is performing adoptions at the Adoption Center if they provide their own collection canister that is located where adoptions are being performed.
- Agency Partner representatives shall not disparage PetSmart, PetSmart Charities or any PetSmart products, services, Banfield the Pet Hospital, associates or the activities or reputations of any other organizations participating in the Adoptions Program.
- PetSmart provides supplies for the Adoption Center (dog food, cat food, litter, etc). However, **no** Agency Partner employee or volunteer is permitted to remove any product, supplies, or equipment from the sales floor for use in the Center or any other reason. The Agency Partner, their employees or volunteers, must contact a PetSmart manager for replenishment of supplies or equipment.
- The Adoption Center must be maintained in a clean and orderly fashion and precautions taken to discourage the spread of communicable diseases. The Agency Partner is responsible for ensuring that the Adoption Center is clean prior to departure.

Other Agreements and Understandings



Nothing within this Agreement shall be construed to create a legal partnership, joint venture, landlord-tenant or employee-employer relationship between PetSmart or an adoption agency or volunteers. The Agency Partner is an independent entity responsible for itself, its employees, volunteers, subcontractors, representative, agents and animals at all times.

Agency Partner will secure and maintain all permits, certifications and/or licenses required by law to conduct its activities under this Agreement.

Agency Partner including its employees, agents, representatives, assigns, successors and subcontractors shall defend, indemnify and hold harmless for, from and against the PetSmart and PetSmart Charities, including their respective employees, agents, representatives, assigns, successors and subcontractors for, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, intellectual property infringement (including reasonable fees of attorneys) ("Claim"), incident to or arising out of the Agency Partner's: (i) breach of this Agreement; (ii) negligent act(s) or omission(s); (iii) violation of Applicable Law; and/or (iv) employees, subcontractors or agents filing of an employment and/or worker compensation claim.

Agency Partner will not use any trademarks or names, service marks, logos or other commercial or product designations of PetSmart or PetSmart Charities without PetSmart's express prior written consent. In particular, Agency Partner shall not identify or make reference to PetSmart in any advertising or other promotional modality regardless of its form without explicit prior written consent from PetSmart.

Agency Partner understands that attaining our mutual goal of finding homes for homeless pets may mean that there might be more than one Agency Partner operating in the same PetSmart store.

Agency Partner understands that an Agency Partner may terminate its participation in the PetSmart Charities Adoption Program for any reason at any time. PetSmart also reserves the right to terminate the Agency Partner from the Adoption Program for any reason at any time.

Agency understands that the final step in the Adoption program approval process is a satisfactory shelter or foster home visit, conducted by a member of PetSmart store management.

The Agency Partner's signature below indicates that the Agency Partner has read, understands, agrees to and will abide by the above terms and that the person signing on behalf of the Agency Partner is authorized to bind and sign for the Agency Partner and agree to this Agreement on its behalf.

Signature: _____	DocuSigned by: <i>Matt Dixon</i>	Title: <u>City Manager</u>
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Name (print): _____	Matt Dixon	Date: <u>3/21/2014</u>