

RESOLUTION NO. 2014- 237

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT TO PARTICIPATE IN THE PETSMART/PETSMART CHARITIES ADOPTION PROGRAM AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS**, the purpose of PetSmart Charities Adoption Program (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; and

**WHEREAS**, through the Adoption Program, agency partners are able to use space in PetSmart stores for the purpose of placing pets for adoption; and

**WHEREAS**, the County and PetSmart wish to enter into an agreement that would permit St. Johns County Animal Control to participate in the Adoption Program as an agency partner; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

**WHEREAS**, the County has determined that accepting the terms of the contract is in the best interests of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**Section 1.** The above recitals are incorporated into the body of this Resolution, and are adopted as findings of fact.

**Section 2.** The Board of County Commissioners approves the terms and conditions of the Agreement to Participate in the PetSmart/PetSmart Charities Adoption Program between the County and PetSmart Charities, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the County Administrator to execute the agreement on behalf of the County.

**Section 3.** To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, this Resolution may be revised without subsequent approval of the Board of County Commissioners.


**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of September, 2014.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

  
Deputy Clerk

By:

  
John H. Morris, Chair

RENDITION DATE 9/4/14



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**Organization Name: St. Johns County, a political subdivision of the State of Florida, on behalf of the St. Johns County Animal Control Department**

## **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 prior to being placed for adoption at any PetSmart location or event.
- PetSmart Charities will provide policies, procedures and/or manuals, and may provide certain on-site training and/or training material to Agency Partner related to the Adoption Center and Agency's presence in the PetSmart stores. Such material may be modified by PetSmart Charities or PetSmart, as applicable, in their sole and absolute discretion. Agency Partner, its employees and volunteers shall comply with all such policies, procedures, and/or manuals at all times.
- 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.
- 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.
- Agency Partner shall have the right to participate in PetSmart Charities national adoption events.

## 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.
- To the extent permitted by applicable federal, state, and local law, Agency Partner 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.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law.

Subject to, and within the limitations set forth in Section 768.28, Florida Statutes, 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.

PetSmart Charities shall abide by, and comply with, all applicable local, state, and federal laws, rules, regulations, orders and policies as related to its performance under this Agreement.

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 Charities or PetSmart express prior written consent. In particular, Agency Partner shall not identify or make reference to PetSmart Charities or PetSmart in any advertising or other promotional modality regardless of its form without explicit prior written consent from PetSmart Charities and PetSmart.

It is understood that acknowledgement of funding, sponsorship, legal, regulatory and financial disclosures in a factual statement prepared by Charities in response to its annual standard reporting requirements shall not be considered to be advertising, or publicity and thus, is not prohibited by this clause. Pursuant to, and consistent with, St. Johns County Ordinance 1992-2, and St. Johns County Administrative Policy 101.3, PetSmart Charities may not manufacture, use, display, or otherwise use any facsimile or reproduction of the St. Johns County Seal/Logo or the St. Johns County Animal Control Department logo without the express written consent of the Agency Partner.

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.

All notices to the Agency Partner shall be delivered either by hand (receipt of delivery required), or by certified mail to:

**St. Johns County Animal Control  
130 N Stratton Rd  
St. Augustine, FL 32095**

All notices to PetSmart Charities shall be delivered either by hand (receipt of delivery required), or by certified mail to:

**PetSmart Charities, Inc.  
19601 North 27<sup>th</sup> Avenue  
Phoenix, AZ 85027**

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Each party to this Agreement covenants to the other party that it has the lawful authority to enter into this Agreement and that it has authorized the execution of this Agreement by the party's authorized representative.

**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: \_\_\_\_\_ Title: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**PetSmart Charities, Inc.**

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

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_