

TRANSMITTAL

To: **THE COUNCIL**

Date: **06/18/21**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to be 'Eric Garcetti', is written over the printed name.

(Ana Guerrero) for

ERIC GARCETTI
Mayor

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**
221 N. Figueroa Street
6TH Floor, Suite #600
Los Angeles, CA 90012

(888) 452-7381
FAX (213) 482-9511

BRENDA F. BARNETTE
GENERAL MANAGER

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

ANNETTE G. RAMIREZ
INTERIM ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

May 5, 2021

The Honorable Eric Garcetti
Mayor, City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Attention: Ms. Heleen Ramirez, Office of the Mayor

**RE: ACCEPTANCE OF A \$100,000 DONATION FROM PETCO LOVE FOR CHARITABLE
PURPOSES OF THE CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES**

Recommendation for Council Action, subject to the approval of the Mayor:

1. **ACCEPT** the grant of \$100,000 from Petco Love on behalf of the Los Angeles Department of Animal Services for lifesaving activities and thank the donor for the generous donation;
2. **AUTHORIZE** the establishment of a new Appropriation Account No. 060054 in the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund", for lifesaving programs such as but not limited to the Pet Food Pantry, Pet Retention Program, Adoption Events/Promotion, Foster Program, etc.;
3. **FORWARD** the acceptance of these grant funds and authorization to establish the new Appropriation Account No. 060054 in the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund" to the Mayor and City Council for approval;
4. **FORWARD** the adopted Council File to the Controller's Office to create Appropriation Account No. 060054 within the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund", for the depositing of donations, grants, and appropriations specifically designated for Lifesaving activities; and

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

SUBJECT: Transmittal to Mayor and Council

ACCEPTANCE OF A \$100,000 DONATION FROM PETCO LOVE FOR CHARITABLE PURPOSES OF THE CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES

5. **APPROVE** the deposit of these funds into the newly established Lifesaving Fund Appropriation Account No. 060054 within the Animal Welfare Trust Fund – Fund No. 859 and restrict these funds for the designated purpose of lifesaving activities in accordance with provisions of the Petco Love grant.

SUMMARY:

The Los Angeles Administrative Code, Section 5.200.1 (Receipt of Property) states that any gift or bequest to be used by the Department that exceeds \$25,000 must be approved by the Mayor and City Council.

On April 6, 2021, the Department of Animal Services received notification of an award in the amount of \$100,000 from Petco Love. These funds are a restricted grant for the purposes of Lifesaving Investment, and may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals.

On April 13, 2021, the Board of Animal Services Commissioners authorized the acceptance of a \$100,000 donation from Petco Love subject to the approval of the City Council and Mayor.

FISCAL IMPACT:

There will be no financial impact to the General Fund. This donation will be deposited into the Animal Welfare Trust Fund and disbursements will be made pursuant to the provisions of the Fund.

Respectfully submitted,



Brenda F. Barnette
General Manager

Attachment: Adopted Board Report – Acceptance of a \$100,000 donation from Petco Love for Charitable Purposes of the City of Los Angeles Department of Animal Services

cc: Soozy Rios Bellenot, City Administrative Officer
Lilia Licican, Los Angeles Animal Services

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ERIC GARCETTI
MAYOR

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INTERIM ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 13, 2021

PREPARED BY: Carolyn Almos

REPORT DATE: April 13, 2021

TITLE: Acting District Supervisor

SUBJECT: ACCEPTANCE OF A \$100,000 DONATION FROM PETCO LOVE FOR CHARITABLE PURPOSES OF THE CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES

BOARD ACTION RECOMMENDED:

1. **ACCEPT** the grant of \$100,000 from Petco Love on behalf of the Los Angeles Department of Animal Services for lifesaving activities and thank the donor for the generous donation;
2. **AUTHORIZE** the establishment of a new Appropriation Account No. 060054 in the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund", for lifesaving programs such as but not limited to the Pet Food Pantry, Pet Retention Program, Adoption Events/Promotion, Foster Program, etc.;
3. **FORWARD** the acceptance of these grant funds and authorization to establish the new Appropriation Account No. 060054 in the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund" to the Mayor and City Council for approval;
4. **FORWARD** the adopted Council File to the Controller's Office to create Appropriation Account No. 060054 within the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund", for the depositing of donations, grants, and appropriations specifically designated for Lifesaving activities; and
5. **APPROVE** the deposit of these funds into the newly established Lifesaving Fund Appropriation Account No. 060054 within the Animal Welfare Trust Fund – Fund No. 859 and restrict these funds for the designated purpose of lifesaving activities in accordance with provisions of the Petco Love grant.

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SUBJECT: ACCEPTANCE OF A \$100,000 DONATION FROM PETCO LOVE FOR CHARITABLE PURPOSES OF THE CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES

BACKGROUND:

On April 6, 2021, the Department of Animal Services received notification of an award in the amount of \$100,000.00 from Petco Love. These funds are a restricted grant for the purposes of Lifesaving Investment, and may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals. The agreement contains all grant requirements, timelines, usage and reporting requirements. The terms and conditions of the grant were accepted and agreed upon by the Department, the Agreement was signed and returned to Petco Love. Receipt of funds are pending as of the date of this report.

SUMMARY:

Petco Love makes grant investments in organizations that work to make the most significant impact possible. LAAS' is pleased to partner with Petco Love to create a nation where no animal is needlessly euthanized, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care.

On April 6, 2021, the Department of Animal Services received notification of an award in the amount of \$100,000.00 from Petco Love. These funds are a restricted grant for the purposes of Lifesaving Investment, and may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals.

The Los Angeles Administrative Code, Section 5.200.1 (Receipt of Property) states that any gift or bequest to be used by the Department that exceeds \$25,000 must be approved by the Mayor and City Council.

FISCAL IMPACT:

There will be no financial impact to the General Fund. This donation will be deposited into the Animal Welfare Trust Fund and disbursements will be made pursuant to the provisions of the Fund.

Approved:

Brenda F. Barnette

Brenda F. Barnette, General Manager

Attachment

BOARD ACTION:

<input checked="" type="checkbox"/>	Passed	Disapproved	_____
_____	Passed with noted modifications	Continued	_____
_____	Tabled	New Date	_____



Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

April 6, 2021

Los Angeles Animal Services
221 N. Figueroa Street, 6th Floor, Suite 600,
Los Angeles, CA 90012

Dear Brenda Barnette:

I am pleased to inform you that Petco Love, a nonprofit changing lives, 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 Petco Love Grant Investment Terms, attached as Appendix A (together with this Grant Letter, the "Agreement") will govern the terms of the Investment. The terms "partner" and "partnership" used in the Agreement shall be limited to the Investment relationship set forth in and created by this Agreement and shall in no way create or establish a legal partnership between the Grantee and Petco Love.

A. 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	\$100,000.00
Investment Purpose	Lifesaving Investment
Investment Period end date	04/30/2022



Payment Schedule:

Payment:

Due on or before:

\$100,000.00	04/30/2021
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Reporting Schedule:

Name:

Due on or before:

Lifesaving Impact Award Report	01/31/2022
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B. Additional Terms and Conditions

Grantee will recognize the Investment and partner with Petco Love in the following ways, as mutually acceptable to, and approved in advance by Petco Love:

Celebrate and recognize the Investment in the following ways:

- a. Issue a press release announcing the Investment using best efforts to assure wide dissemination of such press release for promotion of the Investment.
- b. Prominently display Petco Love's logo on Grantee's website during the Grant Investment Period.
- c. Prominently display the Investment celebration check and other assets, if provided, in Grantee's lobby or other prominent location during the investment period.
- d. 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.
- e. Identify Petco Love as *the primary sponsor* of four (4) or more adoption events or other promotions, which may include ongoing promotions, each year during the Grant Investment Period.

Petco Love is a national nonprofit that strives to support its partner organizations with valuable solutions, social activations, and benefits in addition to grant investments.

Partnership is a key component of your relationship with Petco Love. Partner organizations should participate in the following:

- f. Key staff members of the organization (including the CEO or Executive Director) will sign up for, receive and review the Petco Love Newsletter to be aware of all partnership opportunities and requirements.



- g. Integrate with and actively promote Petco Love Lost, our national lost and found database, to help lost pets reunite with their families through various methods including social media, website, adoption paperwork, and other opportunities, including prominent placement of the Petco Love Lost widget on your website and Facebook page.
- h. Actively participate in the public launch of Petco Love Lost in April 2021.
- i. Participate in our Partnership Activations including Love Stories (Holiday Wishes), Lost Dog and Cat Awareness (April), National Foster A Pet Month (June), and others to be determined, by sharing the information publicly via social media, website, and other methods used by your organization to communicate with your adopters and supporters.
- j. Utilize Petco Love marketing toolkits available on our website to promote Petco Love initiatives, adoption events, and other lifesaving promotions.
- k. Share post-adoption support materials when made available by Petco Love to adopters.
- l. If Grantee is an approved Petco Love adoption partner, Grantee shall:
 - i. Designate a representative of Grantee to receive all Petco Love communications, including newsletter and email notifications.
 - ii. Utilize Petco Love branded adoption, social media recommendations and hashtags, and other outreach materials.
 - iii. Coordinate with the manager of the Petco store to assure all adoptions are communicated to onsite Petco staff and recorded appropriately
 - iv. Participate in such adoption events in a manner that encourages the greatest number of adoptions possible.
 - v. Participate in the Petco Love's annual foster program awareness and recruitment event (Be A Foster) in Petco stores to recruit foster parents and increase lifesaving efforts.
- m. If Grantee is not an approved Petco Love adoption partner, Grantee shall complete the application to become an adoption partner on the grant application portal within sixty (60) days of executing this agreement, unless otherwise exempted by Petco Love.
- n. Complete all follow up reports as assigned in the grant application portal.
- o. Should any of these funds be invested in a capital improvement or capital purchase, such investment shall be specifically for such purpose and the award shall be recognized in a manner mutually agreed upon and approved in advance by Petco Love.
- p. Should any of these funds be utilized for the purchase or operation of a vehicle, Petco Love 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 Petco Love. You represent that you are authorized to execute the Agreement on behalf of Grantee.

Petco Love asks that you return the signed copy to Petco Love at 654 Richland Hills Drive, San Antonio, TX 78245 within forty-five (45) days from the date written above. If Petco Love has not received the signed copy by that time, Petco Love may withdraw the offer of the Investment.

Yours sincerely,

PETCO LOVE DocuSigned by:

By: *Susanne Kogut*
8942DE1E6376426...
Name: Susanne Kogut
Title: President

Accepted and agreed to this date: 4/6/2021

DocuSigned by:
By: *Brenda Barnette*
BC98D044055F4CF...
Name: Brenda Barnette
Title: General Manager



Appendix A

Petco Love Grant Investment Terms

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

Section 1. Investment generally

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.

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. Purpose of Petco Love investment

Petco Love makes grant investments in organizations that work to make the most significant impact possible with the support provided by Petco Love. Petco Love 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, Petco Love 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 Petco Love's prior written approval.

C. Investment Amount and Use

Petco Love 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.

Section 2. Representation and Warranties 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. All information and materials contained in Grantee's applications to Petco Love for funds granted pursuant to this Agreement are true and correct in all material respects.

Section 3. Additional Covenants of Grantee

- A. Any public messaging conducted or authorized by Grantee that includes information about Petco Love 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 Petco Love or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for Petco Love.



- B. You will notify Petco Love of any leadership change of the executive director, CEO or similar titled leadership role.
- C. In the reports under Section 6 below, Grantee will certify to Petco Love that all representations and warranties shall be true and correct in all material respects. or of any leadership change or any other material change in Grantee's operations and staffing.

Section 4. Conditions to Grant Investment payments to Grantee

- A. All Representations and Warranties in Section 2 are true and correct in all material respects;
- B. Grantee shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement including but not limited to the timely filing of all reports required under Section 6 below if applicable; and
- C. Grantee has progressed towards achievement of the purposes described above, as determined in Petco Love's sole discretion.

Section 5. Use of Content for Promotion/Publicity

Grantee hereby grants to Petco Love a worldwide, royalty-free, non-exclusive, non-transferrable licenses to copy, distribute, display, 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 the Grantee to Petco Love pursuant to this Agreement (the "Grantee Content") solely in furtherance of the charitable and educational purposes of Petco Love, for the duration of the Grant Investment Period plus a period of three (3) years following the end of the Grant Investment Period. Grantee shall be responsible for obtaining all necessary rights from third parties with respect to the grant of such license and the use by Petco Love of the Grantee Content.

If Petco Love wishes to create content (whether photographs, videos, text, images, and other content) about Grantee (and its programs, facilities, operations, and related individuals) solely in furtherance of the charitable and educational purposes of Petco Love, Petco Love will retain all rights, including copyrights and other intellectual property rights, in the Petco Love Grantee Content so created and, upon request, Grantee will obtain releases and other permissions (in favor of Petco Love) and provide copies of such releases or permission to Petco Love.

Grantee may promote itself as a partner of Petco Love and, if Petco Love has given prior approval, use Petco Love's name and logo in connection with such promotion in accordance with Petco Love's trademark guidelines as may be provided from time to time. Such approval from Petco Love must be in writing (including by email) from an authorized representative and will not be unreasonably withheld. If Petco Love requests, Grantee will submit examples of proposed



uses of Petco Love 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 6. Grantee Reporting

Grantee agrees to access Petco Love online Partner Portal at least annually to review all Grantee contact information, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the appropriate information correction form in the Portal.

Any Grantee that conducts pet adoptions agrees to access Petco Love online Partner Portal and complete Annual Data Reports during the Investment Period and for a period of three (3) years following the Investment Period as well as any Interim or Final reports assigned to the grant. Reporting may include: continued disclosure of information similar to the information provided by Grantee in its initial grant application to Petco Love, information regarding the number of animals cared for or served (as applicable), the Grantee's operations and financial condition, the specific uses of Investment funds and any other information as may be reasonably requested by Petco Love.

Section 7. Confidentiality

Subject to the requirements of Grantee's state or local public information statutes, 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. Except as set forth below, "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. Any information submitted by Grantee to Petco Love as required



herein or in connection with any other grant investment by Petco Love to Grantee, including any grant application, any required reports of Grantee, or any other related correspondence, will become the property of Petco Love and is not considered Confidential Information. Petco Love may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

The terms of this Agreement shall remain in strict confidence and Grantee 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 Petco Love.

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.

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

Section 8. Termination of Investment

Petco Love retains the right to terminate the Investment if in its sole discretion it determines that: (1) Grantee will not be able to achieve the purposes of the Investment, (2) Grantee experiences any leadership loss or change including but not limited to the executive officer, (3) Grantee commits any act, takes, or is the subject of any action which might bring Grantee into public disrepute, contempt, scandal, or ridicule, or which might reflect unfavorably on Petco Love because of its relationship with Grantee, (4) or that Grantee has failed to materially comply with the terms of this Agreement. In the event of such termination, Grantee will return any unexpended Investment funds upon the request of Petco Love and Petco Love will have no further funding obligation.

Section 9. Future Funding

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



Section 10. Amendments

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

Section 11. 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 12. 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 13. Indemnification

To the extent permitted by law, grantee hereby covenants and agrees to indemnify, save and hold Petco Love 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 14. 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 Petco Love is:

Petco Love
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.