



Best Friends Animal Society  
SAVE THEM ALL™

## Lake County Animal Care and Control Grant Agreement

### BASIS

Best Friends Animals Society ("Best Friends" or "BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets®**. Best Friends feels privileged to help save lives by working with network partners and providing financial assistance for specific projects. This document is to clarify in writing the roles that the organizations agree to upon receipt of this one-time financial assistance project.

Lake County Animal Care and Control ("Recipient") is a municipal shelter that is a part of Best Friends' coalition in Shelter Animals Count (SAC) and is current on monthly reporting of shelter statistics into SAC. Recipient has been selected to receive funding and specialized training to establish and sustain various forms of Lifesaving Programs.

For the purpose of this grant agreement, the Lifesaving Program ("Program") includes but is not limited to the following:

- Community Cat Programs (CCP)
- Kitten Diversion Program
- Conversation Based Adoption Programs and Adoption Marketing
- Intake Diversion Programs
- Working Cat Programs
- Foster Programs
- Shelter Medicine Expansion Programs
- Behavior and Enrichment

This grant Agreement ("Agreement") will govern the terms of the Grant. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the "Effective Date").

### AGREEMENT

#### Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: Lake County Animal Care and Control ("Recipient")

EIN #: 14-1890500

This is a one-time grant in the amount of: \$10,000

The term of this Agreement, unless terminated pursuant to Section 9, will be for a twelve (12) month period from the Effective Date through February 28, 2023 (the "Grant Period").

Subject to the provisions of the Termination section below, the grant funding will be disbursed in a single payment the following schedule payment(s):

- A. Full payment will be paid within thirty (30) days upon receipt by BFAS of the executed Agreement and IRS Form W9: \$ 10,000

Recipient acknowledges that BFAS and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

If the Parties do not fully execute this Agreement by March 1, 2022, BFAS offer to work with Recipient will expire and is automatically revoked. BFAS will not be obligated to provide any support (financial or otherwise) to Recipient if the offer expires and is automatically revoked.

## **Section 2. Use of Grant Funds**

The goal of the Program is the implementation of additional programming to close the lifesaving gap<sup>1</sup> and/or achieve a 90% save rate.<sup>2</sup> In the case of the Recipient, based on data from 2021 the lifesaving gap was 100.

Unless otherwise agreed in writing, all grant funds are to be used by Recipient to support the Program in the following way:

- For the implementation and utilization of the below that results in an increase of at least 100 live outcomes for cats:
  - community cat programming (CCP) to include shelter-neuter-vaccinate-return (SNVR) and trap-neuter-vaccinate-return (TNVR) in lieu of intake for eligible<sup>3</sup> cats
  - kitten intake diversion programming
- For the purchase of operational supplies for the program such as humane traps, transfer cages, feral dens, kitten supplies or humane deterrents

## **Section 3. Best Friends Responsibilities**

As part of this Agreement, BFAS agrees to:

1. Provide funding to Recipient as outlined in the terms above to be used to support lifesaving programming at the shelter.
2. Provide Recipient with trainings and services, including but not limited to:
  - a. In-person and/or virtual ongoing training for field services, shelter staff, and other key stakeholders, and any other in-person or other assistance that the parties may mutually agree upon. In-person training may involve BFAS staff coming to the shelter and/or a Recipient staff member traveling to another shelter that is currently running comparable programs. If travel is needed, the costs associated will be covered by BFAS and is supplemental to the grant funding.
  - b. Collaborate with the Recipient on the creation of marketing materials and handouts for field services staff and client service staff (e.g. door hangers, flyers, etc.) for foster recruitment, kitten intake diversion, and/or information on nuisance mitigation to resolve cat-related

<sup>1</sup> The lifesaving gap is determined by subtracting 10% of the total live intakes in the baseline year (year prior to the program) from the total number of animals that did not have live outcomes in that same baseline year.

<sup>2</sup> The save rate calculation is determined using the following formula [(Live Intakes) – (Non-Live Outcomes)] divided by (Live Intakes).

<sup>3</sup> An "eligible" cat is one who has a stray intake type, is healthy, and came in with an accurate complete address.

issues in the community as needed. BFAS will cover the initial printing of the materials supplemental to the grant funding.

3. Provide a monthly check-in call with Recipient leadership to assist in overcoming challenges and discuss strategies/advice on working with other staff, volunteers, or members of the public to resolve issues they may have with implementing the program.
4. Provide ongoing training as needed beyond the initial training plan.

#### **Section 4. Recipient Responsibilities**

During the Grant Period, Recipient agrees to:

1. Perform all operational duties and responsibilities for the implementation of the Program.
2. Distribute funding as agreed to expand lifesaving programs and ensure allocated funds are being utilized for their intended purposes.
3. Change any current relevant policies and proactively work to change any applicable ordinances within six months that impede the ability to institute and sustain any lifesaving programs contemplated by this Agreement. In the event that it is not possible to change all applicable ordinances within six months, proactively work to have a resolution adopted by the relevant governing body allowing for a pilot program or programs that will support the animal lifesaving programs that are the subject of this Agreement.
4. Incorporate concepts from trainings and/or services that will be provided by BFAS, such as, but not limited to:
  - a. Provide the public with information on the new approach to handling nuisance complaints instead of immediate impoundment, as well as the importance of leaving neonates where they were found for up to 10 hours so that the mother cat has an opportunity to return. Staff should reduce the intake of healthy kittens/cats in the field by offering kitten kits and information/guidance on best practices to adopt out kittens within the community.
  - b. Use proven strategies for comprehensive community cat programming that ensures positive outcome eligibility extends to all healthy, stray intake type cats that have an accurate address.
  - c. Provide all cats receiving SNVR and TNVR services with standard rabies and FVRCP vaccinations.
  - d. Implement a conversation-based adoptions program to remove barriers for adoption.
  - e. Work to increase recruitment and training of foster homes for kittens who are too young for adoption and/or specialized foster homes for medical cases (ringworm, mange, URI, etc.).
  - f. Develop more robust protocols based on current industry standards to provide additional medical care to cats/kittens who have treatable medical conditions such as URI and ringworm. This may include training fosters to care for minor medical issues that kittens may experience and/or behavior enrichment so when kittens return to the shelter, they are ready for adoption.
  - g. Discontinue renting or loaning traps to the public unless they are to be used for targeted TNVR.
  - h. Refuse impounding cats from for-profit entities.
  - i. Refrain from impounding ear-tipped, program-eligible cats. Should any ear-tipped cats be inadvertently impounded, they shall be promptly returned to their pick-up location.
5. Delegate staff who will be accountable for the success of the Program and require participation in all necessary trainings.

6. Ensure leadership staff attend monthly check-in calls to overcome challenges and discuss strategies/advice on working with other staff, volunteers, or members of the public to resolve issues they may have with implementing the program.
7. Refrain from testing any CCP eligible cats for FIV or FeLV. Exceptions to this are in cases where the cats are sick from an undetermined illness and a euthanasia decision may need to be made.
8. Order supplies for all aspects of the Program, such as but not limited to; feral dens, supplies for kitten kits, deterrents, additional humane traps.
9. Work with BFAS staff to identify ways to ensure that there is adequate, long-term surgery capacity for program cats, and that these surgeries are prioritized.
10. Create and execute a communication strategy to all staff to ensure BFAS staff, their purpose and the mutually agreed upon goals of this Agreement are properly socialized with the team.

Recipient acknowledges and agrees to work with BFAS staff to develop a sustainability plan for the Program, to ensure that they will continue the programs as part of the shelter's standard operating procedures beyond the end date of this grant. Continuation of these programs after the Grant Period will be the sole financial responsibility of Recipient.

#### **Section 5. Program Reporting Requirement**

Recipient agrees to submit data monthly into Shelter Animals Count and provide Best Friends access to data by agreeing to and selecting to be a coalition member of Best Friends in Shelter Animals Count. Agency will keep shelter data up to date in Shelter Animals Count for 12 months post project. Recipient agrees to allow Best Friends detailed data, beyond Shelter Animals Count statistics, to help with improvements of animal care and live outcome work as well as organizational sustainability.

#### **Section 6. Project Branding Terms and Promotion**

Recipient shall cooperate with Best Friends regarding the promotion of the funded project.

Both parties may issue reports or statements to its members, the media and the public about the funded project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts.

Recipient shall use its best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Program and use such materials for publicity purposes, consistent with Recipient's policies and procedures for such event(s).

Recipient shall reasonably cooperate with Best Friends network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Program through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

#### **Section 7. Recipient Representations and Warranties**

Recipient represents and warrants as follows:

- Recipient is a qualified government organization;

- Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

## **Section 8. Financial Assistance Restrictions**

In addition to abiding by the requirement that the funds be used in furtherance of the project described in Recipient's obligations, Recipient specifically agrees that no portion of the funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

## **Section 9. Default and Termination**

Termination by Recipient. Recipient may terminate this Agreement upon written notice to Best Friends in the event of the following events of default and where Best Friends fails to cure said default within 14 calendar days after receipt of notice thereof:

- (i.) By its actions or statements, Best Friends materially harms Recipient in its reasonable judgment; or
- (ii.) Best Friends files for bankruptcy, or sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as a non-profit corporation.

Termination by Best Friends. Best Friends may terminate this Agreement upon written notice to Recipient in the event of the following events of default within 14 calendar days after receipt of notice thereof:

- (i.) Recipient fails to carry out their obligations as set out within this Agreement, including, as within the reasonable judgment of Best Friends, failing to carry out the Program in the spirit in which it is entered and with the goal of saving as many animal lives as possible; or
- (ii.) By its actions or statements, Recipient materially harms the reputation of Best Friends, as determined by Best Friends in its reasonable judgment.

Best Friends may immediately terminate this Agreement without penalty or any further obligation upon written notice to Recipient in the event that Best Friends determines that it lacks the financial ability to continue to support the Program.

In the event that this Agreement is terminated by either party, Best Friends will not be obligated to provide any installment payments that are not yet due.

## **Section 10. Publicity Materials**

Recipient agrees to provide to Best Friends, via email to the contact address provided by Best Friends, with a minimum of one (1) unique still photo and/or video clip of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the program at least once per month during the Term of this Agreement (the "Publicity Materials"). Recipient grants Best Friends the right to use the Publicity Materials in any manner Best Friends deems appropriate in perpetuity and warrants to Best Friends that it has received any permissions needed to grant such right.

### **Section 11. Non-Disparagement**

Recipient agrees not to disparage Best Friends during the funded project and for three years following the last disbursement from Best Friends to Recipient.

### **Section 12. Release**

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against Best Friends relating to the funded project and its receipt of financial assistance funds. Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the project or participation in the network. Recipient and its directors, officers, employees, representatives, agents, successors, and assigns hereby release Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from or related to the Agreement, the Program, Recipient's participation in the Best Friends network, and any work or activities related thereto, including, without limitation, any liability for bodily injury, personal injury, illness, death, property damage or other damage or loss of any kind or nature whatsoever, direct or indirect, known or unknown. Recipient understands this Agreement discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this project and the Best Friends network.

### **Section 13. Indemnity Agreement**

Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Best Friends harmless from all claims for all bodily injury, personal injury, illness, death, property damage or other damages or losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the funded project and any breach by Recipient of any provision of this Agreement. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others.

### **Section 14. Survival of Terms**

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnity Agreements are perpetual. The Non-Disparagement clause survives for three years following the last disbursement from Best Friends to Recipient.

### **Section 15. Proprietary Information**

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems

documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that it will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

#### **Section 16. Other Terms**

These contract terms bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees the releases and indemnity Agreement are intended to be as broad and inclusive as permitted by law. Recipient agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire Agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and Recipient. Neither party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither party has authority to bind the other to any contractual or other Agreements and in no event shall either party represent or hold itself out as acting on behalf of the other party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

*[The remainder of this page is left intentionally blank. The signature page follows.]*

**By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement.** If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

**Full Legal Name of Recipient Organization**

By:

Name:

Title:

Date:

**Best Friends Animal Society**

By:

Name:

Title:

Date: