

## **Best Friends Animal Society Grant Agreement with Peer Mentor**

### **Background**

Best Friends Animals Society (“Best Friends”) 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 organizations and agencies by providing funding for specific projects and/or needs.

Tehama County Animal Services (“Peer Mentor”) is a 501(c)(3) nonprofit animal welfare organization or a municipal shelter and has been selected to receive a one-time grant (the “Grant”) for the purposes set forth below. Peer Mentor has been selected to receive the Grant as a way for Peer Mentor to build upon its leadership position as a regional and national leader in the field of animal lifesaving, not only because of Peer Mentor’s work to achieve no kill in Peer Mentor’s community but also by assisting other communities to achieve no kill status.

Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

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. Project Description, Term and Grant Amount**

The project is generally described as the following and more specifically described throughout this Agreement (the “Project”). Under this Agreement, Best Friends will provide grant funding to Peer Mentor as recognition of the support it will provide to other shelters (“Fellow(s),” identified in workplan) to identify and assist Fellow(s) in projects designed to increase Fellows’ overall save rate to 90%. Peer mentor has collaborated with Best Friends Animal Society on the scope of work and budget required to assist the Mentor(s) in achieving the 90% benchmark. Prior to making any substantive changes in the use of the Grant, Peer Mentor will discuss with Best Friends the rationale for the need for such changes to the proposed budget. Grant money can be used at Peer Mentor’s sole discretion pursuant to the approved proposed budget and may be used to offset costs associated with recruiting potential Fellow(s) and/or to support Fellow(s) who have already signed on. The Peer Mentor staff will work directly with Fellow(s) staff to achieve a save rate of 90% at the Fellow(s) by increasing positive outcomes and reducing shelter deaths in a sustainable way.

\*Save Rate is defined as:

*For all individual shelters and communities with data for only one shelter, a gross save rate calculation is used*

*[(Live Intakes, including Owner Requested Euthanasia) - (Died in Care) - (Lost in Care) -*

*(Shelter Euthanasia) - (Owner Requested Euthanasia)] divided by Live Intakes*

The Term of this Agreement, unless terminated pursuant to the language below, will be from November 1, 2024, through December 31, 2025.

Grants will be provided in the following payments (with Best Friends' obligation to disburse funds conditional on Best Friends' receipt of Peer Mentor's IRS Form W-9) (the "Periodic Payments"):

Payment #1 (Paid within thirty (30) days of the Effective Date): \$5,000.00

Peer Mentor acknowledges that Best Friends and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

## **Section 2. Goals**

The goal of the Project is to identify Fellow(s) and help them to achieve a 90% save rate as quickly as possible (a 90% 12-month aggregated Save Rate) and to create a sustainability plan to maintain it thereafter. Goals are set as follows:

- On-time submissions of monthly data and monthly progress updates
- Implementing lifesaving programs to decrease Fellow(s) intakes and increase outcomes, for example:
  - Community Cat Programming
  - Foster programs
  - Open adoption and return to owner policies
  - Intake diversion
- Active engagement of Fellow(s) regarding communication and dedication to implementing lifesaving programs

Fellow: Colusa County Animal Shelter

### **Save Rate Goals (Objective):**

For Colusa County

Quarter 1 January – March 2025: 80% save rate

\*Save Rate Goals in Quarter 1 will be calendar year 2025

Quarter 2 April – June 2025: 85% save rate

\*Save Rate Goals in Quarter 2 will be calendar year to date for 2025

Quarter 3 July – September 2025: 88% save rate

\*Save Rate Goals in Quarter 3 will be calendar year to date for 2025

Quarter 4 October – December 2025: 90% save rate

\*Save Rate Goals in Quarter 4 will be calendar year 2025

The funding of periodic payments as set forth in Section 1 can be paused or stopped if the Project does not meet quarterly milestones.

### **Section 3. Commitments by Peer Mentor**

1. Peer Mentor agrees in providing their own appropriate monthly statistics as well as assisting Fellow(s) in providing their appropriate monthly statistics utilizing the Shelter Pet Data Alliance (SPDA) online reporting system. Peer Mentor agrees to assist Fellow(s) in providing their data through SPDA. If Fellow is unable to submit data using SPDA, Peer Mentor is responsible for providing their own data as well as Fellow(s) data that do not report directly through SPDA through manual submissions or uploads. Monthly data is due by the 15th of the following month (for example, January stats are due by February 15th).
2. Peer Mentor is expected to use its best efforts to attend any scheduled check in calls with the shelter collaborative team and Fellow(s) and keep in communication with all Parties when calls need to be rescheduled. A maximum of two calls may be missed without notice or rescheduling. Check in calls will be scheduled every other month by default, but more may be scheduled if needed.
3. Peer Mentor must arrange and determine the amount of in person visits to each Fellow(s). Best Friends staff member/s may accompany Peer Mentor on visits to the Fellow(s).
4. Peer Mentor acknowledges and agrees to use its best efforts to work with Fellow(s) on ensuring sustainability is considered for any programmatic changes. Sustainability of changes or programs will be discussed during check-in calls with Best Friends staff throughout the contract period. Considerations or concerns around sustainability of programs should also be addressed within the monthly grant reports.

### **Section 4. Commitments by Best Friends**

In addition to the Grant, Best Friends will provide access to Best Friends staff and resources as needed to provide support to Peer Mentor and Fellow(s).

### **Section 5. Project Branding Terms and Promotion**

Peer Mentor shall coordinate with Best Friends regarding the promotion of the Project. Peer Mentor agrees that Peer Mentor may be identified by name as a Peer Mentor in Best Friends communications. Both Parties may issue reports or statements to its members, the media and the public about the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Peer Mentor shall reasonably cooperate with Best Friends network staff, volunteer team leaders, and news or magazine writers in the production of such news content. The Peer Mentor agrees to cooperate with Best Friends and facilitate promotion of the Project through the Best Friends website, newsletters, electronic news

distributions, press releases, and other media outlets. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express permission of the other Party.

## **Section 6. Termination**

- A. Termination by Peer Mentor. Peer Mentor may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:
- (i) By its actions or statements, Best Friends materially harms Peer Mentor as determined by Peer Mentor in its reasonable judgment;
  - (ii) Best Friends files for bankruptcy, sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.
- B. Termination by Best Friends. Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Peer Mentor in the event of the following events of default:
- (i) By its actions or statements, Peer Mentor materially harms Best Friends as determined by Best Friends in its reasonable judgment;
  - (ii) Peer Mentor files for bankruptcy, sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
  - (iii) Peer Mentor fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.
- In the event Best Friends terminates this Agreement pursuant to this section, Best Friends has no obligation to pay Peer Mentor any grant payment not yet due at the time of the notice of such termination.

## **Section 7. Photo, Video, Digital and Audio Access and Release**

Peer Mentor grants to Best Friends (including its employees, contractors and agents), the nonexclusive, perpetual, royalty-free right, license, and permission to photograph, video, and audio record any of Peer Mentor's programs or events, associated with the Project with Fellow(s) for the duration of the Project and to use such materials in any manner including for identification purposes, to promote or report about Best Friends events, activities and mission; to raise donations, or for other purposes. Peer Mentor warrants to Best Friends that it has received any permissions needed to grant such rights and will indemnify, defend, and hold harmless Best Friends from any claim that its use of such materials as permitted in this Agreement infringes any third-party rights.

Peer Mentor 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 Project at least once per month during the Term of this Agreement (the "Publicity Materials"). Peer Mentor grants Best Friends the nonexclusive, perpetual, royalty-free right, license and permission to use the Publicity Materials in any manner Best Friends

deems appropriate and warrants to Best Friends that it has received any permissions needed to grant such right and will, to the full extent permitted by law, indemnify, defend and hold harmless Best Friends from any claim that Best Friends use of such Publicity Materials pursuant to this Agreement infringes any third-party rights.

### **Section 8. Non-Disparagement**

During the Term of this Agreement and for three years after this Agreement's termination, Peer Mentor agrees to take reasonable commercial measures to ensure that its representatives and official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring Best Friends into disrepute.

### **Section 9. Release**

To the full extent permitted by law, the Peer Mentor, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Project and its receipt of service. The Peer Mentor agrees Best Friends and its directors, officers, employees, representatives, agents, representatives, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Project. The Peer Mentor releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Project. The Peer Mentor understands this agreement discharges Releasees from any liability to the Peer Mentor 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 the Peer Mentor's work, participation and activities related to this Project.

### **Section 10. Indemnity Agreement**

To the full extent permitted by law, the Peer Mentor and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other 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 Peer Mentor's actions or omissions related to the Project or any breach by Peer Mentor of this Agreement. This includes lone acts or omissions by the Peer Mentor as well as the combined acts of the Peer Mentor with others.

### **Section 11. Peer Mentor's Representations and Warranties**

Peer Mentor represents and warrants as follows:

- A. Peer Mentor is a qualified 501(c)(3) entity or government organization.

- B. Peer Mentor acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Peer Mentor hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. There are no claims, investigations or proceedings in progress, pending or threatened against Peer Mentor which, if determined adversely, would have a material effect on Peer Mentor's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Peer Mentor which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Peer Mentor is legally competent to enter into this Agreement duly authorized to do so by the Peer Mentor.

## **Section 12. Grant Restrictions**

In addition to abiding by the requirement that the grant funds be used in furtherance of the Project, Peer Mentor specifically agrees that no portion of the grant 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 13. 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 termination of this Agreement.

## **Section 14. Proprietary Information**

Peer Mentor acknowledges and agree 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 the Peer Mentor will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Peer Mentor acknowledges and agrees that in the event the Peer Mentor learns of or comes into possession of any Best Friends proprietary information, Peer Mentor will notify Best Friends and return said information. Peer Mentor agrees that they will not use, supply, or disclose any Proprietary Information it happens to learn of to any third party.

## **Section 15. No Third-Party Beneficiaries**

Although the Parties recognize that Fellow(s) may benefit from the Parties entering into this Agreement, nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

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

These contract terms bind the successors and assigns of the Peer Mentor. Each term of this Agreement is material. The Peer Mentor expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Peer Mentor 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 Peer Mentor. No 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. No Party has authority to bind the other to any contractual or other agreements and in no event shall any 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.

By signing below, Peer Mentor 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. The Parties 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.

**Tehama County Animal Services**

Printed Name of Authorized Representative: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Best Friends Animal Society**

Printed Name of Authorized Representative: \_\_\_\_\_

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

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

Date: \_\_\_\_\_