

Grant Agreement Between Best Friends Animal Society and Laredo Animal Care Services

This grant agreement ("Agreement") is made and entered into between Best Friends Animal Society, a Utah nonprofit corporation ("Best Friends") and Laredo Animal Care Services a governmental entity ("Recipient"). Each party shall be referred to herein individually as a "Party," and collectively as the "Parties." The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the "Effective Date").

BACKGROUND

Best Friends is a leading national animal welfare organization dedicated to ending the killing of dogs and cats in America's shelters. Best Friends believes the no-kill philosophy is underpinned by one simple fact: every healthy or treatable animal should be saved. Generally, "no-kill" means that the shelter(s), private organizations, SPCAs and/or humane societies handling a community's animal control intake and surrenders are collectively saving all healthy or treatable animals. The industry standard for a quantitative no-kill benchmark is saving 90 percent or more of the animals who come through the community system. Just five years ago, nearly 1.5 million cats and dogs were being killed in America's shelters because shelters didn't have the community support, or the resources, they needed to save them. In 2016, Best Friends committed to change that by 2025, and we know that no single organization can do it alone, so we are working with agencies to share our resources and expertise to help their community achieve no-kill.

Due to the No Kill 2025 vision, Best Friends has a vested interest in helping "Recipient" continue to increase its save rate in a sustainable way and would like to work with "Recipient" by allocating resources to achieve this success.

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

- Community Cat Programs (CCP)
- Kitten Lifesaving Programs
- Foster Programs
- Shelter Medicine Expansion Programs
- Behavior and Enrichment

AGREEMENT

Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: Laredo Animal Care Services ("Recipient")

EIN #: 20-1004112

This is a one-time grant in the amount of: \$66,000

The term of this Agreement, unless terminated pursuant to Section 9, will be for a *twelve (12)* month period from the Effective Date through 6/30/25 (the "Grant Period").

Subject to the provisions of the Termination section below, the grant funding will be disbursed *semiannually in two (2) payments* using the following payment schedule:

- A. First installment will be paid within thirty (30) days upon receipt by Best Friends of the executed Agreement and [IRS Form W9](#): \$38,000
- B. Final installment of \$28,000 is contingent upon the following, and will be paid within thirty (30) days of halfway point date if the following requirements are met:
 - a. Best Friends receipt of detailed data for the first six (6) months of the program.
 - b. Recipient having achieved a cat save rate of 85% for a duration of six (6) months.
 - c. Purchase and installation of shoreline kennels.

Recipient acknowledges that Best Friends 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 6/20/24 Best Friends offer to work with Recipient will expire and is automatically revoked. Best Friends will not be obligated to provide any support (financial or otherwise) to Recipient if the offer expires and is automatically revoked.

Section 2. Goals of Project and Use of Grant Funds

The goal of the Program is the implementation of additional programming to close the cat lifesaving gap¹ and achieve a 90% total cat save rate.² In the case of the Recipient, based on data from 2023 the lifesaving gap was 856.

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

- \$40,000 for 533 community cat surgeries that will include sterilization, rabies vaccine, FVRCP vaccine, and an ear-tip.
- \$16,000 for the purchase of operational supplies for the program such as kitten supplies or humane deterrents.
- \$10,000 for the purchase of shoreline cages.

Section 3. Best Friends Responsibilities

As part of this Agreement, Best Friends 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 Best Friends 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 Best Friends 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 programs including, but

¹ 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.

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

not limited to; foster recruitment, kitten lifesaving programs, and/or information on nuisance mitigation to resolve cat-related issues in the community as needed. Best Friends 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. The initial training plan will include, but is not limited to, training focused on the following areas:
 - a. Community cat programming
 - b. Kitten lifesaving programming
 - c. Cat, behavior, handling and enrichment
 - d. Shelter medicine
 - e. Foster programming

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 shelter policies that impede the ability to institute and sustain any lifesaving programs contemplated by this Agreement.
4. Delegate staff who will be accountable for the success of the Program and require participation in all necessary trainings. Supervisors and at least one member from every department are required to attend the trainings.
5. 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.
6. Create and execute a communication strategy to all staff to ensure BF staff, their purpose and the mutually agreed upon goals of this Agreement are properly socialized with the team and community stakeholders.
7. Order supplies for all aspects of the Program, such as but not limited to feral dens, shoreline cages, supplies for kitten kits, deterrents, additional humane traps, and supplies for enrichment.
8. Share relevant data and call information with Best Friends For Life to inform targeted TNVR efforts.
9. For cat lifesaving programming, incorporate concepts of proven strategies provided by the Best Friends trainings to:
 - a. Provide the public with information and transparency on the new approach to community cat program management and handling nuisance complaints instead of immediate impoundment. The shelter will also provide information on lifesaving strategies informed by proven industry standards for neonatal kittens found outside.
 - b. Use proven strategies for comprehensive community cat programming that ensures positive outcome eligibility³ extends to all healthy, stray intake type cats that have an accurate address.
 - c. Provide all cats receiving shelter-neuter-vaccinate-return (SNVR) and trap-neuter-vaccinate-return (TNVR) services with standard rabies and FVRCP vaccinations.
 - d. Discontinue renting or loaning traps to the public unless they are to be used for TNVR.

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

- e. 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.
- f. 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.
- g. Work with Best Friends staff to identify ways to ensure that there is adequate, long-term surgery capacity for program cats, and that these surgeries are prioritized.
- h. Develop more robust protocols based on current industry standards to provide additional medical care for animals who have treatable medical conditions such as URI and ringworm.

Recipient acknowledges and agrees to work with Best Friends 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 Agreement. 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 Pet Data Alliana (SPDA) and provide Best Friends access to data. Recipient will keep shelter data up to date in SPDA for 12 months post project. Recipient agrees to provide Best Friends detailed data, beyond SPDA 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 governmental entity;
- 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. Additional Grant Funding and Requirements

As set forth above, Recipient acknowledges and agrees that, unless specifically provided in this Agreement, Best Friends and its representatives have made no actual or implied promise of any additional grant funding. At the sole discretion of Best Friends, Recipient may be selected to receive an additional monetary grant

from Best Friends during the Grant Period of this Agreement. In such event, the Parties will mutually agree in writing upon any additional reporting or other obligations Recipient will have associated with such grant funds. Recipient will be informed if grant funds will be disbursed using a schedule and will be subject to Recipient meeting specific reporting or other obligations. Any such additional grant funds must be used for the purposes agreed to by the Parties. The provisions of this Agreement will apply in connection with all uses of any grant funds provided by Best Friends during the Grant Period of this Agreement, unless Recipient and Best Friends have entered into a separate agreement specifically related to such grant.

Section 17. 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.

Laredo Animal Care Services

By:

Name:

Title:

Date:

Best Friends Animal Society

By:

Name:

Title:

Date: