

Grant Agreement Between Best Friends Animal Society and Williamson County Regional Animal Shelter

This grant agreement (“Agreement”) is made and entered into between Best Friends Animal Society, a Utah nonprofit corporation (“BFAS” or “Best Friends”) and the Williamson County Regional Animal Shelter (“Agency”). Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.” This Agreement shall be effective as of the date on which it is fully executed by both Parties.

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 Agency continue to maintain its save rate in a sustainable way and would like to work with Agency to achieve no-kill success in the 2024.

AGREEMENT

The activities covered by this Agreement are referred to as the “Project.”

1. Proposal

Best Friends would like to offer Agency a one-time payment of \$40,000 for general operations in support of sustained lifesaving excellence of 90% or above at Agency and no kill lifesaving influence for other organizations in 2024. The save rate calculation is determined using the following formula [(Live Intakes) – (Non-Live Outcomes)] divided by (Live Intakes).

2. Goals

The specific goal of the project is to sustain a 90% or higher save rate through 2025 and enhancing existing, nationally proven programs and policies without compromise to public safety from other organizations in the Williamson County area. Such programs and policies include, but are not limited to, a robust local adoption program with promotions and events, enhanced medical and sanitation, collaborative relationships with other animal welfare agencies, increasing returns to owners, community cat programming, finder to foster and owner retention programming, community engagement and action team partnerships with Best Friends, and

robust foster and volunteer programs.

3. Commitment from Agency to BFAS

In order for Best Friends to devote this grant to Agency, Agency agrees to do the following in support of the implementation of lifesaving programs:

- A. Submit data monthly into Shelter Pet Data Alliance “SPDA” website by the 10th of the month through December 31, 2025.
- B. Agree to help Best Friends gain detailed data, beyond and including SPDA statistics, to help with improvements of animal care and live outcome work in Williamson County as well as organizational sustainability for partner organizations.
- C. Agree to post on all active social channels for Agency monthly from October 2023-September 2024 highlighting agency lifesaving stories or success with direct mention to Best Friends support of such work, and of agency goals for lifesaving and send monthly links to Paula Powell, Senior Strategist for the south-central region for verification.

4. Project Branding Terms and Promotion

Agency shall cooperate with Best Friends regarding the promotion of the grant and the subsequent lifesaving including mentioning Best Friends in operational lifesaving success ongoing through communications to the community and stakeholders. 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. Agency shall use their best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Project, consistent with Agency’s policies and procedures for such event(s). Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes subject to the release set forth below. Agency shall reasonably cooperate with Best Friends Network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Agency 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 written permission of the other Party. Agency understands and agrees that it may also grant or have granted Best Friends the ability to use Agency’s intellectual property and other information through its execution of terms and commitments as part of Agency’s participation as a Best Friends Network Partner or in a Best Friends’ event.

5. Agency’s Representations and Warranties

Agency represent and warrant that during the Term of this Agreement:

- A. Agency is a qualified 501(c)(3) entity or government organization;
- B. Agency is an activated member of the Best Friends Network;
- C. Agency acknowledges that their animal welfare activities may be governed by a variety of federal, state, and local laws. Agency hereby warrants that they shall use their best efforts to comply with all applicable laws and shall not knowingly violate same;

- D. Agency acknowledges and agrees that, given the complex nature of the environment where the services are to be provided, Best Friends makes no guarantees as to whether any lifesaving goals set forth in this Agreement will be met. All decisions relating to policies, procedures, the care and disposition of animals remain the sole responsibility of Agency.

6. Photo, Video, Digital and Audio Release

Agency grants to Best Friends permission and rights to photograph, video, and audio record any of Agency's programs or events for the duration of the Project. Agency grants to Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Agency understand and agree that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the Project is complete and termination of this Agreement.

Agency further agrees not to make any claim against Best Friends or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Agency understands this Agreement releases and forever discharges Best Friends from any liability Agency, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

7. Non-Disparagement

Agency agrees not to disparage Best Friends during the agreement term of December 31, 2025.

8. Indemnity Agreement

Agency and their directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Best Friends 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 actions or omissions related to the Project. This includes lone acts or omissions by Agency as well as the combined acts of Agency with others. Except as prohibited by law, including Section 5 of Article XI of the Texas Constitution.

9. Survival of Terms

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 conclusion of the Project.

10. Proprietary Information

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

11. No Third-Party Beneficiaries

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.

12. Notices

Any notice required or provided for under this Agreement shall be provided in writing, and shall be deemed given when either personally delivered, sent by Certified U.S. Mail return receipt requested, delivered by courier and confirmed in writing, to the other Party at the address set forth below or to such other address as may be provided in writing for the delivery of notices hereunder. While email notice should be provided as a courtesy, it shall not be deemed sufficient notice for purposes of this Agreement:

If to Agency:	Williamson County Regional Animal Shelter Attn: Misty Valenta 1855 SE Inner Loop Georgetown, TX Tel: (512) 943-3322 Email: WCRAS@wilco.org with a copy to mvalenta@wilco.org
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If to BFAS:	Best Friends Animal Society Attn: Paula Powell 5001 Angel Canyon Rd. Kanab, UT 84741 Tel: (435) 644-2001 Email: paulap@bestfriends.org with a copy to legal@bestfriends.org
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13. Other

These terms of this Agreement bind the successors and assigns of the Parties. Each term of this Agreement is material. Agency expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Parties 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. No Party is responsible in any way for the debts of the 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 Party hereto. *The remainder of this page is left intentionally blank. The signature page follows.*

By signing below, each Party acknowledges that the individual executing the Agreement on behalf of the entity has the authority to execute this Agreement, has read and understand this Agreement, and indicates the intent to electronically sign and have the Party be bound by the terms and conditions therein. The Parties agree that any electronic signature is intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Williamson County Regional Animal Shelter

Signature: _____

Printed Name: Bill Gravell, Jr.

Title: Williamson County Judge

Date: 09/26/2023

Best Friends Animal Society

Signature: *Paula Powell*

Printed Name: Paula Powell

Title: Senior Strategist

Date: 9/20/23