

Grant Agreement Between Best Friends Animal Society and The City of Mission, Texas

This Grant agreement (“Agreement”) is made and entered into between Best Friends Animal Society, a Utah nonprofit corporation (“Best Friends”) and The City of Mission, a Home-Ruled Texas Municipality (“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. In 2016, Best Friends committed to assisting all shelters in the country to reach the no-kill benchmark 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. One way in which we facilitate this is through the national shelter embed program.

The national shelter embed program has roots dating back to 2011, when Best Friends piloted Community Cat Projects in partnership with PetSmart Charities®, which placed staff members in shelters to lead a game-changing program to dramatically increase cat save rates. Today, Best Friends is partnered with Maddie’s Fund®, and thanks to that partnership the national embed program continues to place Best Friends staff members in agencies across the country. These staff members work side by side with agency leadership and staff to help them implement proven strategies to take their community to no-kill. Backed by a diverse array of subject-matter experts, embedded staff help partner organizations accomplish lifesaving goals that would normally take years in just a matter of months.

Due to the No Kill 2025 vision, Best Friends has a vested interest in helping Agency continue to increase its save rate to reach 90% in a sustainable way and would like to work with Agency through the national shelter embed program to achieve this success.

AGREEMENT

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

1. Proposal

Agency is currently seeking leadership assistance to implement proven strategies to achieve and

sustain a save rate of 90% or above. Best Friends would like to partner with Agency to support the shelter in achieving a minimum ninety percent (90%) save rate. The save rate calculation is determined using the following formula [(Live Intakes) – (Non-Live Outcomes)] divided by (Live Intakes). Best Friends proposes that Agency utilize a highly qualified Best Friends employee onsite for the period of four (4) months from the mutually agreed upon Start Date (defined below), and continued Best Friends support through the end of calendar year 2025 (the “Term”) subject to the termination provision herein. The onsite employee will be deemed the Interim Director of Operations (“Position”). The Term can be extended on a monthly basis with the mutual written agreement of the Parties. The Term is subject to earlier termination by either Party as set forth below. The Position will be paid by Best Friends and would be covered by Best Friends insurance and benefits, and all times remain an employee of Best Friends during the term of the Agreement.

The Position would report to the Agency’s designated supervisors well as the Best Friends director of national shelter support and senior manager of embed programming while in this role.

Additionally, Agency will need to provide this Position the ability to participate in program and policy decisions, as well as direct employees on the implementation of lifesaving programs as approved by the Agency’s designated supervisor. In the event, in the reasonable judgment of the Position, the Position experiences, is informed of or observed any harassment or other concerning behavior relating to Agency’s employees or volunteers, the Position will utilize the appropriate Agency internal process to report such behavior.

The Position will have a proposed starting date of approximately four (4) weeks following the execution of this Agreement, or a date mutually agreed upon by the Agency and Best Friends as potentially near to, but no later than, March 29, 2025 as possible (“Start Date”). The proposed Start Date allows for Best Friends to select the ideal candidate for this role and for the Best Friends employee to relocate.

The Position will help ensure the sustainability of the programs upon conclusion of their assignment at the shelter by Best Friends and will be available for ongoing support, including direct support, utilization of additional Best Friends’s resources and/or departments, virtual support and direction, including but not limited to returning to on-site shelter support, when resources allow and deemed necessary in order to maintain the goals of this Agreement.

Best Friends has a variety of staff with modern sheltering and leadership skills. By filling the Position with a Best Friends staff person, Agency can benefit from the outside operational knowledge, as well as the extended resources as the Position connects with other specialists within the Best Friends organization.

Benefits for Agency

- Ability to utilize talented and knowledgeable resource from outside the organization to help facilitate transformational changes within the organization.
- Ability to provide training and ongoing support for Agency staff.
- Access to other Best Friends resources and expertise via the Best Friends staff person on-

site.

- Operational improvements that will increase lifesaving within the organization and improve reputation in the community, increasing community engagement and support.

If the Parties do not fully execute this Agreement by March 7, 2025, Best Friends offer to work with Agency will expire and is automatically revoked. Best Friends will not be obligated to provide any support (financial or otherwise) to Agency if the offer expires and is automatically revoked.

2. Goals

The specific goal of the project is to achieve and sustain a 90% or higher save rate within the Term of the Agreement by implementing nationally proven programs and policies without compromise to public safety. Such programs and policies include, but are not limited to, a robust local adoption program, enhanced medical and sanitation, collaborative relationships with other animal welfare agencies, increasing returns to owners, community cat programming, managed intake, community engagement, and robust foster and volunteer programs.

3. Commitment from Agency to Best Friends

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

- A. Participate in a collaborative needs assessment on site by Best Friends prior to or at the start of the Term to determine agreed upon short, medium- and long-term goals.
- B. Begin the hiring process for adequate staffing to provide adequate care and housing to the animals in the shelter population contingent on budget availability and constraints of Agency, and maintain that level of staffing throughout the term of this Agreement contingent on budget availability and constraints of Agency. Adequate staffing, as outlined in this subsection, shall be in place prior to the Start Date of the Agreement and shall be maintained throughout the term of the Agreement contingent on budget availability and constraints of Agency. Adequate care and housing, as referenced in this subsection shall be in accordance with the most recent version of The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters, which by reference shall be incorporated into this Agreement.
- C. Create and execute a communication strategy to all Agency staff to ensure embed staff, their purpose and the mutually agreed upon goals of this Agreement are properly socialized with the team.
- D. Grant the Position the authority to direct employees on the implementation of lifesaving programs from Attachment A as approved by the Agency's designated supervisor
- E. Provide appropriate statistics through the online reporting system designated by Best Friends. If Agency uses a shelter management software that can directly provide the information to the online reporting system, Agency will opt-in to allow the transfer of data directly to the designated online reporting system. If Agency is unable to use an online reporting system or the online reporting system is not yet available for Agency's use,

Agency will report statistics directly to Best Friends program staff monthly, by the 1st of the following month (for example, January stats are due by February 1), in the manner designated by Best Friends as well as any additional data requested to quantify success. Agency agrees to maintain data sharing for a minimum of 12 months post conclusion of the Term.

- F. Agree to allow Position access to shelter software and provide Best Friends detailed data, beyond online reported statistics, to help with improvements of animal care and live outcome work as well as organizational sustainability.
- G. Use its best effort to increase the Agency's save rate calculation to 90% with the save rate calculation determined using the following formula [(Live Intakes) – (Non-Live Outcomes)] divided by (Live Intakes).
- H. Agree to attend scheduled meetings with the Director of National Shelter Support and/or Senior Manager embed programming assigned to the project monthly and communicate between meetings as needed. Contact information to be provided by Best Friends.
- I. Allow for additional Best Friends staff to work at the Agency's facilities under the direction of the Position for additional support at no cost to the Agency.
- J. Recommend changes to current policies under Agency's control to Agency's designated supervisor, and, in compliance with any relevant registration or reporting requirements, proactively work with the relevant governmental officials to recommend change to any applicable ordinances that impede the ability of the shelter to achieve lifesaving goals including without limitation, the ability to institute and sustain lifesaving programs as agreed to in Attachment A.

4. Project Branding Terms and Promotion

Agency shall cooperate with Best Friends regarding the promotion of the Project. 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 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. For the Term of this Agreement, Agency grants Best Friends a non-exclusive, royalty free license to use Agency's name and/or logo to promote Agency's lifesaving activities associated with the Project. Other than the forgoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

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 the Position will not be expected to perform any actions or tasks that conflict with the philosophical beliefs of Best Friends, and
- E. 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. Termination

A. Termination by Agency

- 1. Agency may terminate this Agreement upon providing thirty (30) days written notice to Best Friends.
- 2. Agency 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 Agency in Agency's 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 nonprofit corporation.

B. Termination by Best Friends

- 1. Best Friends may terminate this Agreement upon providing thirty (30) days written notice to Agency.
- 2. Best Friends may terminate this Agreement upon providing ten (10) business days written notice to Agency if by its actions or statements, Agency materially harms the reputation of Best Friends, as determined by Best Friends in Best Friends reasonable judgment.
- 3. Best Friends may terminate this Agreement upon providing fourteen (14) business days written notice without penalty or any further obligation upon written notice to Agency in the event that Best Friends determines that it lacks the financial ability to continue to support the Project. In such event Best Friends shall be solely responsible for implementation of any decision as it relates to Best Friends employees.

7. Photo, Video, Digital and Audio Access and Release

Agency 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 Agency's programs or events, associated with the Project 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.

8. General Release

To the extent allowed by law, except for Best Friends gross negligence or intentional misconduct, Agency, 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 services. Except for Best Friends gross negligence or intentional misconduct, Agency 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. Except for Best Friends gross negligence or intentional misconduct, Agency 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. Except for Best Friends gross negligence or intentional misconduct, Agency understands this Agreement discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Agency 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 Agency's work, participation and activities related to this Project.

9. 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 or Agency's breach of this Agreement. This includes lone acts or omissions by Agency as well as the combined acts of Agency with others.

Except as prohibited by law, including Article XI, Section 7 of the Texas Constitution, Agency and its 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 reasonable 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 or Agency's breach of this Agreement. This includes lone acts or omissions by Agency as well as the combined acts of Agency with others. Notwithstanding the foregoing, the indemnity of the Agency shall be limited by limitations on liability available to Agency as a political subdivision of the State of Texas under applicable state and federal law. Nothing hereunder shall be construed as requiring the Agency to incur debt, assess or collect funds, levy a tax or create a sinking fund to satisfy any obligations created by this section.

Best Friends and its directors, officers, agents, employees, representatives, successors and assigns agree to indemnify and hold Agency harmless from 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 reasonable attorney fees and costs of litigation that result to anyone else or any other entity that is the result of Best Friends' officers, employees or agents' physical presence on Agency's property for activities relating to this Agreement or at events directly connected with the Project.

10. Insurance

Each Party agrees to maintain reasonable insurance coverage to cover their activities in connection with this Agreement. This includes but is not limited to liability insurance and workers compensation coverage required by the State of Texas.

11. 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 the indemnity agreements are perpetual.

12. 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, unless required by law.

13. Personal Property

During the Agreement, Best Friends may provide personal property for the use of the Position and employees or volunteers of Agency to assist in Agency’s work. In the event that Agency utilizes any such personal property, Agency hereby accepts the personal property is provided in “AS-IS”, WHERE IS” condition subject to and WITH ALL FAULTS. BEST FRIENDS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO THE GOODS, AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. For the avoidance of doubt, Agency’s use of the personal property is covered by the indemnification obligation set forth in this Agreement and Agency releases Best Friends from any and all liability under any legal theory relating to the use of such personal property. At the termination of this Agreement, Best Friends, in its sole discretion, may leave all or some of this personal property for the continued use of Agency (“Donated Personal Property”). In such event, Best Friends will provide a list of substantial pieces of the Donated Personal Property or otherwise designate what is being left as Donated Personal Property to Agency. The title to any such Donated

Personal Property will transfer on the date Best Friends indicates and such Donated Personal Property continues to be subject to the disclaimers and limitations of warranties, release, and indemnification coverage by Agency as set forth in this section.

14. Monetary Grant Opportunities and Requirements

Agency acknowledges and agrees that, unless specifically provided in this Agreement, Best Friends and its representatives have made no actual or implied promise of any grant funding. In the event that Agency is selected to receive a monetary grant from Best Friends during the Term of this Agreement, the Parties will mutually agree in writing upon any additional reporting or other obligations Agency will have associated with such grant. The grant funds will be provided to Agency upon receipt by Best Friends of Agency's IRS Form W-9. Agency will be informed if grant funds will be disbursed using a schedule and will be subject to Agency meeting specific reporting or other obligations. In addition to abiding by the requirement that any grant funds be used in furtherance of the purposes as agreed to by the Agency, Agency specifically agrees that no portion of any 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. The provisions of this Agreement will apply in connection with all uses of any grant funds provided by Best Friends during the Term of this Agreement, unless Agency and Best Friends have entered into a separate agreement specifically related to such grant.

15. 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.

16. 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 e-mail with return/read receipt requested, sent by Certified U.S. Mail return receipt requested, delivered by courier and confirmed in writing, to the other Party at the address and/or contact set forth below or to such other address as may be provided in writing for the delivery of notices hereunder. E-mail notices sent as provided above shall be deemed sufficient notice for purposes of this Agreement:

If to Agency:

City of Mission, Texas

Attn: Mike R. Perez

Mission, TX 78572

Tel: (956) 580-8662

Email: mrperez@missiontexas.us

With a copy to: Legaldebt@missiontexas.us

If to Best Friends:

Best Friends Animal Society

Attn: Director, National Shelter Embed Programs
5001 Angel Canyon Rd.
Kanab, UT 84741
Tel: (435) 644-2001
Email: scottg@bestfriends.org
with a copy to legal@bestfriends.org

17. 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 applicable law. The Parties agree 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. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Any disputes arising out of or related to this Agreement will be resolved in a State or Federal court of competent jurisdiction in Hidalgo County, Texas.

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.

City of Mission, Texas

Best Friends Animal Society

Signature: _____

Signature: _____

Printed Name: Mike R. Perez

Printed Name: _____

Title: City Manager

Printed Name: _____

Date: _____

Date: _____

Attachment A:

Recommendations, as acknowledged and mutually agreed to by way of this Attachment, shall include consideration of all reasonable interpretations of local ordinances, state statutes, and other governing regulations in order to allow implementation of the agreed upon recommendations. Mutually agreed upon recommendations to implement per section 3 of the Grant Agreement Between Best Friends Animal Society and the Agency shall include but not be limited to the following:

1. **Field Services:** The Project will comply with local and state laws and regulations, as well as recommendations established by organizations such as the National Animal Control Association, including, but not limited to, Managed Intake and Return to Owner in the Field practices. The Agency further acknowledges and agrees to advise and implement these practices in each department under its control which may have the authority to enforce local and state laws.
2. **Daily Care and Enrichment:** Expectations for the Project consider enrichment to be as important as food and water. Comprehensive daily care and enrichment for dogs and cats within the shelter are essential for their mental well-being and help reduce shelter-created behavior challenges.
3. **Sanitation:** The Project will adhere to the standards set by organizations such as the Association of Shelter Veterinarians.
4. **Community cat programming (CCPs):** The Agency will allow for a CCP as determined by the Project. CCPs are a humane, fiscally responsible, and effective program that provides an immediate, lasting response for cats in and out of shelters. The Agency specifically acknowledges and agrees to take all reasonable efforts during the duration of the project to review and consider revisions to local ordinances hindering or impeding, whether real or perceived, in order to continue CCP subsequent to the project.
5. **Kitten intake diversion and neonate fostering:** The Project will offer alternatives to the general intake of healthy kittens, assess the best options for each kitten's needs, and ensure that kittens who enter the shelter are provided a high level of care.
6. **Volunteer and foster programming:** The Agency will work to build a successful volunteer program that includes recruiting, training, and engaging with existing volunteers.
7. **Adoption programming:** The Project will implement open adoption practices, including removing the barriers to adoption for people who want to provide a loving home for pets and ensuring the entire process is positive & accessible for everyone.
8. **Community Engagement:** The leadership will work to understand problems from the community's perspective and create solutions with shared buy-in, which can help increase the community's capacity to care for pets. The goal is to develop meaningful relationships with people to motivate them to get involved in filling a need or solving a community problem.