



2016-17 Community Cat Project GRANT AGREEMENT

BASIS

Best Friends Animals Society, Incorporated ("Best Friends" or "BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, and registered in the State of Utah, whose mission is **No More Homeless Pets®**.

Best Friends is sponsoring a program (the "Program") to provide grants to animal welfare organizations who are members of the Best Friends No More Homeless Pets Network, who are working to save animal lives by providing an unfunded or underfunded need in the areas they serve.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter and has developed a project with a Network Specialist and submitted a proposal to Best Friends requesting to be awarded a grant pursuant to the Program.

Recipient has been selected to receive a grant.

In consideration of the receipt of this grant, Recipient agrees to the following terms:

AGREEMENT

Grant Amount and Term

Name of Recipient Organization: Palm Beach County, a political subdivision of the State of Florida.

EIN # 59-6000785

Grant Term: Subject to the termination provisions of this Agreement, this Agreement shall be for a term of three years, through December 31, 2019.

Grant Amount: Three hundred seventy-eight thousand dollars (\$378,000).

Grant Disbursement Schedule:

- Year 1: One Hundred and Twenty-Six thousand dollars (\$126,000), payable as follows:
 1. December 16, 2016, or within 10 days of receipt of signed Grant Agreement and other required forms: Sixty three thousand dollars (\$63,000).

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- 2. March 1, 2017: Sixty-three thousand dollars (\$63,000).
- Year 2: One hundred twenty-six thousand dollars (\$126,000), payable in two equal payments of \$63,000 on a schedule to be determined by Best Friends, but with first payment no later than October 15, 2017.
- Year 3: One hundred twenty-six thousand dollars (\$126,000), payable in two equal payments of \$63,000 on a schedule to be determined by Best Friends, but with first payment no later than October 15, 2018.

Use of Grant Funds

Recipient agrees to use the grant for the program or project described in its grant application only and as further clarified in email notification from Best Friends describing approval of Grant funds (the "Project"), and for no other purposes.

Grant Recipient Responsibilities

In furtherance of the Project, Recipient agrees as follows:

A. Specific Obligations/Project Description

1. Establishment of a Trap Neuter Return/Return to Field ("TNR/RTF") project for cats;
2. The recipient agrees to use grant funding to purchase a van to be used primarily for the TNR/RTF project.
3. Provide a minimum of 2,300 combined TNRs and RTFs each year of the grant term;
4. For the period from January 1, 2017 to December 31, 2017, reduce the number of cats euthanized by Recipient to 500 less than the total number of cats euthanized by Recipient during the same period in 2016;
5. For each year of this Agreement, reduce the intake of cats by at least 10% compared to cat intake during the 2016 calendar year;
6. For each year of this Agreement, reduce the euthanasia of cats by at least 20% compared to the number of cats euthanized during 2016 calendar year;
7. By December 31, 2019, increase the Save Rate of cats to at least 80%.

B. Grant Reports

Recipient agrees that it will gather, track, and provide both raw data and data reports to Best Friends on any intake and outcome as requested by Best Friends through December 31, 2019. Information requested may include, but is not necessarily limited to, the following:

1. Tracking of Project cat intakes, surgeries, and outcomes through either the Best Friends TNR Database or other tracking system provided by Best Friends.
2. Monthly raw reports at the animal level for dogs and cats (each animal on a separate row) including at least the following data points (if available):
 - a. Unique Animal ID #
 - b. Species
 - c. Breed
 - d. Age (Preferred field is DOB, however we will accept age data by yr/mo or category - i.e. neonate, up to 2 months, adult, etc.)
 - e. Intake Date
 - f. Intake Type
 - g. Intake Sub-type
 - h. Intake Zip Code or jurisdiction/county
 - i. Outcome Date
 - j. Outcome Type
 - k. Outcome Sub-type

C. Recipient Monthly Intake, Outcome, and Spay-Neuter Reporting Requirement

Recipient agrees that it will report overall monthly intake, outcome and spay-neuter data to Shelter Animals Count, or other data reporting system designated and approved by Best Friends. Recipient understands that this data reporting requirement is separate from, and in addition to, the grant reports described above and is a requirement for continued participation in all promotions, events, and grant opportunities offered by the No More Homeless Pets Network.

D. Grant Program Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Program. All press, news, or other media releases and other forms of publicity relating to the Program, including web-based communications and social media posts must be pre-approved by Best Friends. Any such publicity efforts proposed by Recipient shall acknowledge the participation of Best Friends and shall be submitted by Recipient to Recipient's appointed mentor at Best Friends for review and approval not less than 5 days in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of Best Friends. This provision shall apply only to promotion of the Project and not to other efforts carried out by Recipient.

Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the grant and identifying Recipient. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends Network staff, Volunteer Team Leaders, and News or Magazine writers in the production of such news content.

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

E. Sustainability

Create a detailed transition and sustainability plan in year two of the Project in order to take over and continue the Project at the end of the Agreement term.

Grant Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient is a qualified 501(c)(3) entity or government entity;
- Recipient is an activated member of BFAS No More Homeless Pets Network;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

Grant Restrictions

In addition to abiding by the requirement that the grant funds be used in furtherance of the Project described in Recipient's grant application, Recipient 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 the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Termination

1. Best Friends may terminate this Agreement upon written notice to the Recipient in the event of the following events of default and where the Recipient fails to cure said default within 15 calendar days after receipt of written notice thereof:

A. Recipient fails to carry out its obligations as set out within this Agreement, including, as within the reasonable judgment of Best Friends, failing to carry out the Project in the spirit in which it is entered and with the goal of saving as many animal lives as possible; or

B. By its actions or statements, Recipient materially harms the reputation of Best Friends, as determined by Best Friends in its reasonable judgment.

2. Best Friends may immediately terminate this Agreement without penalty or any further obligation upon written notice to Recipient if Best Friends in good faith determines that it lacks the financial ability to continue to support the Project. If Best Friends terminates this Agreement based on lack of financial ability to continue to support the Project, Recipient shall retain any grant funds received from Best Friends prior to the date of termination and shall expend such funds on the Project.

Photo, Video, Digital and Audio Release

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the grant. Recipient grants to BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by BFAS or its employees, contractors or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to

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promote or report about BFAS 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 end of the grant period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. To the extent permitted by law, Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result from the making and use of photographs, videos or digital image or voice recordings.

Non-Disparagement

Recipient agrees not to disparage BFAS during the grant period and for three years following the last disbursement from BFAS to Recipient.

Release

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the grant Project and its receipt of grant funds. Recipient agrees BFAS 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. To the extent permitted by law, Recipient releases BFAS 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 or this grant.

To the extent permitted by law, Recipient discharges BFAS 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 program or grant. To the extent permitted by law, Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Best Friends' own negligence or liability that may result in 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 program or grant.

Indemnity Agreement

To the extent permitted by law, Recipient and for its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold BFAS 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, that result to anyone else or any other entity because of actions or omissions related to the Project or this grant. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others.

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 BFAS to Recipient.

Proprietary Information

It is not anticipated that Recipient will have access to BFAS proprietary information as a result of this Grant Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any BFAS proprietary information, specifically including donor and/or member lists, Recipient will notify BFAS 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.

Other

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 regarding the subject matter of the Grant and supersedes any other verbal or written statements, representations, or promises relating to the Grant. This Agreement may be signed in counterparts.

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By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Grant Agreement.

Recipient

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By:
Deputy Clerk

By: _____
Mayor Paulette Burdick

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Stephane Semole
Department Director

BEST FRIENDS ANIMAL SOCIETY, INCORPORATED

By:

Name: **Holly Sizemore**
Title: Chief National Program Officer
Date:

By:

Name: **Gregory Castle**
Title: Chief Executive Officer
Date:

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET AMENDMENT

BGRV - 660-0110170000000000193
 BGEX - 660-01101700000000000622

FUND 0001 - General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 1/4/2017	REMAINING BALANCE
Revenue								
0001-660-2232-6694	Grant From Other Non-Govt	0	0	378,000		378,000		
	Total Revenue and Balance	<u>1,250,360,402</u>	<u>1,250,664,726</u>	<u>378,000</u>	<u>0</u>	<u>1,251,042,726</u>		<u>1,251,042,726</u>
Expense								
0001-660-2232-5201	Materials Supplies Operating	0	0	100,000		100,000	0	100,000
0001-660-2232-5230	Medicine & Drugs	0	0	127,000		127,000	0	127,000
0001-660-2232-5231	Medical-Surgical Supplies	0	0	126,000		126,000	0	126,000
0001-660-2232-6401	Machinery & Equipment	0	0	25,000		25,000	0	25,000
	Total Appropriation and Expenditures	<u>1,250,360,402</u>	<u>1,250,664,726</u>	<u>378,000</u>	<u>0</u>	<u>1,251,042,726</u>	<u>0</u>	<u>1,251,042,726</u>

PUBLIC SAFETY ADMINISTRATION
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures _____ Date 1/9/2017

By Board of County Commissioners
 At Meeting of 2/27/2017
 Deputy Clerk to the
 Board of County Commissioners

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