



**Best
Friends
Animal
Society**

SAVE THEM ALL®

FY 2018 - 2019 SERVICE ENTERPRISE INITIATIVE AGREEMENT

BASIS

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

Best Friends is sponsoring a program (the "Program") to provide training and consulting for Service Enterprise Certification application to animal welfare organizations who are members of the Best Friends Network.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter and has submitted an application to Best Friends requesting to be awarded participation in the Program.

Recipient been selected to participate in the Program.

In consideration of the receipt of participation in the Program, Recipient agrees to the following terms:

AGREEMENT

Name of Organization: Metro Animal Care and Control

EIN # 62-0694743

This is a one-time participation in the Program.

- Official participation will be awarded upon receipt of all requested signed agreements and forms. Agreements and forms must be returned by January 20, 2018.
- The period of this program is fifteen months.

Program Recipient Responsibilities

A. Specific Obligations

Recipient agrees to fully participate in and complete the training for the Program.

Recipient will develop a team who will lead your organization's Service Enterprise transformation by participating in all training and coaching sessions, complete assignments in between training sessions, develop and implement an action plan for Service Enterprise transformation, develop a certification portfolio, and apply for Service Enterprise Certification.

Best Friends Animal Society
5001 Angel Canyon Road
Kanab, UT 84741
bestfriends.org

Best Friends Animal Society – Los Angeles
15321 Brand Blvd.
Mission Hills, CA 91345
bestfriends.org/la

Best Friends Animal Society –
New York City
contactnyc@bestfriends.org

Best Friends Animal Society – Utah
2005 South 1100 East
Salt Lake City, UT 84106
bestfriends.org/utah

B. Best Friends Network Program Monthly Intake, Outcome, and Spay-Neuter Reporting Requirement

Network Partner agrees that they will fulfill all reporting requirements necessary for participating in the Network Partner program including monthly reporting in Shelter Animals Count, and annual statistics reports as requested. Network Partner understands that this overall data reporting is separate from the Program requirements and is a requirement for continued participation in all promotions, events, and grant opportunities offered by the Best Friends Network.

C. 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 and shall. Materials may not be disseminated without the express approval of Best Friends. This provision shall apply only to promotion of the Program 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 Program 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.

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

Program Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient is a qualified 501(c)(3) entity or government organization;
- Recipient is an activated member of Best Friends Network;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

Termination by Best Friends

Best Friends may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of Best Friends will cease upon the date of termination.

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 Program. 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 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 Program 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:

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.

Proprietary Information

It is not anticipated that Recipient will have access to BFAS 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 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 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 may be signed in counterparts.

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

Recipient

Organization: Metro Animal Care and Control

By:

[Signature of authorized representative]

Name:

See attached signature page

Title:

Date:

Best Friends Animal Society

By: Pat Guerrero

[Signature of authorized representative]

Name: *Pat Guerrero*

Title: Senior Manager, Volunteer Engagement and Programs

Date: November 27, 2017

**BEST FRIENDS ANIMAL SOCIETY
SERVICE ENTERPRISE CERTIFICATION**

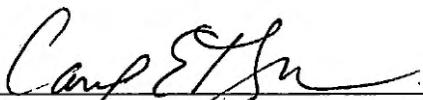
IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



William S. Paul, M.D.
Director, Metro Public Health Department

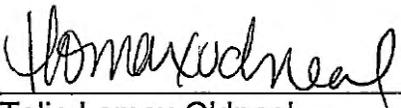
11.9.2017
Date



Carol Etherington, MSN, RN, FAAN
Chair, Board of Health

11.9.17
Date

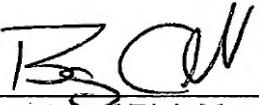
APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal
Director, Department of Finance

12-5-17
Date

APPROVED AS TO RISK AND INSURANCE:



Director of Risk Management Services

12/7/17
Date

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

12/12/17
Date

FILED:

Metropolitan Clerk

Date