



**Best
Friends
Animal
Society**

SAVE THEM ALL™

FY 2018 RACHAEL RAY SAVE THEM ALL GRANT AGREEMENT

THE
RACHAELRAY™
FOUNDATION

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 grants to animal welfare organizations who are members of the Best Friends 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 submitted a grant application to Best Friends requesting to be awarded a grant pursuant to the Program. The funds shall be disbursed upon receipt of the signed agreement and a copy of the Recipient's IRS Form W9.

Recipient 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: Metro Animal Care and Control

EIN #: 62-0694743

This is a one-time grant in the amount of: \$10,000

The grant shall be disbursed as follows:

- Grant funds will be awarded upon receipt of all requested signed agreements and forms. Agreements and forms must be returned by Friday March 30, 2018.
- The period of this grant project is one year. All funds must be spent by March 31, 2019.

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,

and for no other purposes.

Grant Recipient Responsibilities

A. Specific Obligations

Recipient agrees that grant funding is provided to achieve:

- Adoption of at least 100 dogs via subsidized heartworm treatment via the Have a Heart Program
- Reduce shelter death for dogs at Metro Animal Care and Control by at least 75 during grant program period compared to 2017 calendar year

Recipient agrees to:

- Send specific animal information for program with their eventual outcomes or current foster status by May 31, 2019.
- Provide monthly statistics around the number of dogs in the program with their eventual outcomes starting April 1, 2018 by the 30th day of the next month, for the entirety of the grant period on forms provided by Best Friends.
- All full 2017 and monthly 2018 statistics for them should be sent to both: Angela Rovetto (angelar@bestfriends.org) and Marc Peralta (marcp@bestfriends.org)
- Post the Best Friend's Network Partner badge on Recipient's website.
- Post three (3) updates on all of Recipient's Social Media pages about Recipient's contribution toward the No Kill 2025 effort and how the grant from Best Friends is helping grantee perform needed lifesaving work with pictures
- Provide a bi-annual narrative update on Recipient's No Kill related activity for use by Best Friends' team on Best Friends' social media pages, Best Friends Newsletter, and possible media releases
- Cooperate with Best Friends writers and photographers in the development of stories and other content regarding the grant program.

B. Grant Reports

Recipient agrees to provide quarterly grant reports using forms provided by Best Friends.

Quarterly reports will include:

- details on grant outcomes
 - shelter statistics of the municipal shelter(s) impacted by the grant (if applicable)
 - amount of funding spent to date
-

With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the grant has impacted the target community. Best Friends reserves the right to request detailed documentation on how the grant funds were spent (including receipts if requested).

C. 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 (for organizations that take in animals), and annual statistics reports as requested. Recipient understands that this overall data reporting is separate from the grant reports and is a requirement for continued participation in all promotions, events, and grant opportunities offered by the Best Friends 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 contact 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 Program and not to other efforts carried out by Recipient.

Recipient agrees that Best Friends 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.

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

Grant 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;
- 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.

Grant Restrictions

In addition to abiding by the requirement that the grant funds be used in furtherance of the program 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 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.

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

To the extent permitted by law and upon approval of the Metropolitan Department of Health, BFAS will be allowed to photograph, video, and audio record programs and events approved by the Recipient. BFAS may use such photographs, videos, and audio recordings as permitted by federal and Tennessee law.

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

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 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 BFAS proprietary information as a result of this grant Agreement. Subject to the provisions of the Tennessee Public Records Act, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Subject to the provisions of the Tennessee Public Records Act, Recipient agrees that it will not use, supply or disclose and Property 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 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.

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

Grant Agreement.

Recipient

Organization:

By:

[electronic signature of authorized representative]

Name:

Title:

Date:

Best Friends Animal Society

By: *Nikki Kelley*

[electronic signature of authorized representative]

Name: Nikki Kelley

Title: Manager, network strategy

Date: 3/15/18

Certificate of Acknowledgement

State of Utah
County of Kane

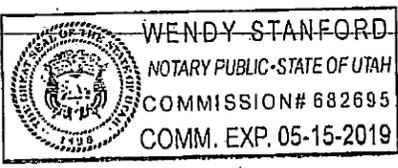
On 3/15/18 before me, Wendy Stanford
(date) (notary)

personally appeared, Nikki Kelley
(signer)

personally known to me - OR -
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Wendy Stanford
(notary signature)

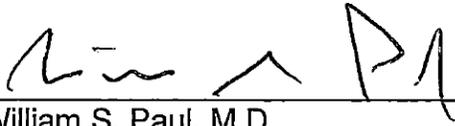


SIGNATURE PAGE
FOR

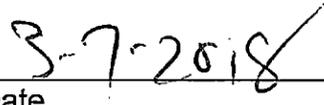
RACHAEL RAY FOUNDATION SAVE THEM ALL

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

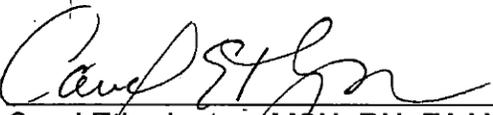
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



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



Date

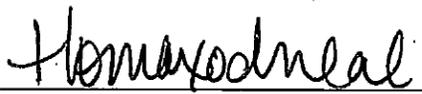


Carol Etherington, MSN, RN, FAAN
Chair, Board of Health

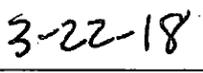


Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal *AT*
Director, Department of Finance



Date

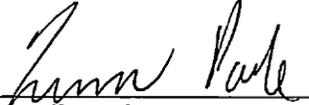
APPROVED AS TO RISK AND INSURANCE:



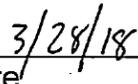
Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney



Date

FILED:

Metropolitan Clerk

Date