



Grant Agreement

This Grant Agreement is between the Safe Coalition ("Safe Coalition"), a voluntary group of animal welfare agencies working together to help Nashville's pets and **The Metropolitan Government of Nashville and Davidson County by and through The Metropolitan Board of Health**("Grantee"), a partner of the Safe Coalition. Safe Coalition and Grantee are referred to collectively in this Agreement as the "Parties."

Recitals

The following recitals are relied upon by the Parties entering into this Grant Agreement.

- Safe Coalition is a voluntary group of animal welfare agencies working together to help Nashville's pets. Our mission is to build and sustain a community that saves all healthy and treatable cats and dogs in Nashville and Davidson County, TN. We're working to achieve a 90% or higher save rate for our community by the end of 2018 ultimately creating a sustaining lifesaving community.
- Grantee is a municipal shelter partner of the Safe Coalition.
- Safe Coalition desires to make a grant of funds to Grantee for the purposes and on the terms set forth herein.

The purpose of this Grant Agreement is to define the obligations, expectations, and responsibilities of Grantee in regard to the grant funds. This Grant Agreement may be modified only by further written agreement of the Parties.

Grant Terms

Grant Amount:	Total sum of \$5000 for the grant purpose set forth below.
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<p>Grant Distribution:</p>	<p>One-time payment of \$5000 from Safe Coalition.</p> <p>Payment to be distributed within 30 days of receiving executed Grant Agreement.</p>
<p>Grant Period:</p>	<p>10/1/2018 through 5/30/2019</p>
<p>Grant Purpose:</p>	<p>To provide funding for Metro Animal Care and Control ("MACC"s) Safety Net Voucher program, allowing 25-50 pet owners at risk of surrendering their cat or dog, access to resources for medical and/or behavioral challenges. The goal is to prevent at least 20 cats or dogs from surrender, enhancing the shelter's ability to keep pets with their families and provide a needed resource in the community.</p>
<p>Reporting:</p>	<p>Grantee shall send a monthly report of animals serviced with these funds, and eventual outcomes. The monthly report shall be completed on the tracking form provided by Safe Coalition and is due no later than thirty (30) days after the conclusion of each month.</p> <p>Grantee shall complete a narrative form (to be provided) to capture stories of how support with these funds increased the ability of pets and people to remain together, to be shared with Safe Coalition for impact.</p> <p>Grantee is required to join the Safe Coalition in Shelter Animals Count (accept the invitation from the Safe Coalition) and to complete all monthly reports for 2018 and 2019.</p>

Other	<p>If possible, Grantee will post the Safe Coalition Partner badge on Grantee's website.</p> <p>Grantee will post three (3) updates on all of Grantee's Social Media pages about Grantee's contribution toward the Safe Coalition's goals and how the grant from the Safe Coalition is helping Grantee perform needed lifesaving work with pictures.</p> <p>Grantee will provide a bi-annual narrative update on Grantee's Grant Program related activity for use by the Safe Coalition on its website, social pages, and media releases. Grantee will cooperate with the Safe Coalition in the development of stories and other content regarding the grant program.</p>
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Additional Terms

Representations and Warranties

Grantee represents and warrants that the Grant funds will be used only in a manner that is in furtherance of the Grant Purpose, and not for any purpose prohibited by law.

Publicity/Co-Branding

Grant Program marketing and communication materials should indicate the support and involvement of the Safe Coalition. Grantee shall use its best efforts to ensure that press releases, interviews and other communications efforts related to the Grant Purpose and any events held in conjunction with the Grant Purpose indicate the support and involvement of the Safe Coalition.

Grantee shall submit to the Safe Coalition for prior review and approval all press, news, or other media releases and other forms of publicity relating to the Safe Coalition's involvement with the Grant. All such submissions shall be directed to the Safe Coalition via info@safe-coalition.org not less than five (5) business days prior to

dissemination by Grantee. The Safe Coalition shall not unreasonably withhold its approval of any such materials. The Safe Coalition shall have the right to independently publicize its efforts regarding the Grant.

Indemnification

Metro cannot agree to indemnify any third parties. Metro can agree, however that each party will be responsible for the acts and/or omissions of its employees only.

Proprietary Information

Subject to the provisions of the Tennessee Public Records Act, Grantee and its successors and assigns will not supply or disclose any Proprietary Information, as defined below, to anyone not a partner of the Safe Coalition. Grantee will immediately notify the Safe Coalition if it believes anyone has compromised the security of the Proprietary Information.

For purposes of this Grant Agreement, the term "Proprietary Information" includes the Safe Coalition's members or membership list, donor list, mailing list, and any other list of Safe Coalition donors and supporters.

Other

The terms of this Grant Agreement shall bind the respective successors and assigns of each party. The Parties agree that in the event that any clause or provision of this Grant 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 Grant 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. Any modifications to this Agreement must be in writing and signed by both the Safe Coalition and Grantee.

Choice of Law/Venue

This Grant Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee, without regard to conflicts of laws. Any lawsuit arising out of or related to this agreement will be filed exclusively in a court of competent jurisdiction in Davidson County, Tennessee. Alternatively, the Parties may jointly agree to resolve such dispute through the use of voluntary non-binding mediation, to be held in Nashville, Tennessee or such other location as may be mutually agreed to by the Parties.

This Agreement may be executed in counterparts. By affixing their signatures below, the individuals signing on behalf of the Parties warrant they are authorized to enter into this Grant Agreement and intend to be bound by same.

Safe Coalition

By:  _____

Name: Angela Rovetto

Title: Safe Coalition Co Chair

Date: March 11, 2019

Safe Coalition

By: See previous page

Name: _____

Title: _____

Date: _____

