

# **BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT**

## **BACKGROUND**

Best Friends Animals Society (“Best Friends”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific grants and/or needs in its commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the below terms (the “Grant”). The Grant funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient’s [IRS FORM W9](#).

This grant agreement (“Agreement”) will govern the terms of the Grant. Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.” The Parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both Parties (the “Effective Date”).

## **AGREEMENT**

### **Grant Agreement Reference:**

Recipient Business Name: Everett Animal Shelter

Recipient Contact Name: Glynis Frederiksen

EIN: 91-6001248

Grant Name: Fee-Waived Adoption Events Fund - Everett Animal Shelter

Amount: \$25,000.00

Best Friends’ Representative: Gina Burrows

### **Section 1. Use of Grant Fund.**

Utilize the grant to waive all adoption fees for animals at the shelter across four different fee-waived adoption events from January 1, 2025 through January 1, 2026

- One fee-waived adoption event should take place within each quarter as outlined below:
  - January 2025 – March 2025
  - April 2025 – June 2025
  - July 2025 – September 2025
  - October 2025 – December 2025
- Work with Best Friends Animal Society to schedule and participate in the mandatory in-person Adoptions Training put on by Best Friends staff for at least all adoptions/front desk staff at the shelter. This must be completed within the first 90 days (by 3/31/25) of the start of this agreement.

- Attend monthly check-in calls with Best Friends for guidance and ongoing support around fee-waived events and any other additional support needed

The “Term” of this Agreement, unless terminated pursuant to the language below will be from 1/1/2025 through 1/1/2026.

Grants will be provided in two payment(s) with Best Friends’ obligation to disburse initial funds conditional upon receipt of Recipient’s completed IRS Form W-9. All subsequent funding installments after initial grant installment will be contingent upon Project progression and completion of expected goals and reporting listed in the Agreement.

Grant Installments are set below:

Payment #1 12/16/24 \$12,500

Payment #2 6/16/25 \$12,500

## **Section 2. Recipient Requirements**

- A. Recipient agrees to provide Quarterly impact reports through the Term of the Agreement, and payment installments for the Grant will be contingent upon receipt of impact reports and overall progress to goal, as previously defined by Project benchmarks. Recipient agrees to submit impact reports using forms provided by Best Friends outlining the use of the Grant funds until all funds have been spent. These grant reports must include:
  - Recipient agrees to provide the number of fee-waived adoptions separated by cat and dog after each event that were impacted by this grant
- B. With each impact report Recipient will provide any relevant success stories of animals helped through the events, or descriptions of how the Grant has impacted the target community.
- C. Recipient agrees to provide a final grant report upon completion of the Term of this Agreement. With the final grant report, Recipient will provide any relevant success stories of animals helped through the events, or descriptions of how the Grant has impacted the target community
- D. Recipient is registered or will become registered with SHELTER PET DATA ALLIANCE (SPDA) website and submit MONTHLY DATA REPORTING INTO SPDA through the term of this Agreement.
- E. Recipient is a member or will become a member of the Best Friends Network and will maintain such membership through the Term of this Agreement.

## **Section 3. Grant Branding Terms and Promotion**

Recipient shall cooperate with Best Friends regarding the promotion of the Grant and the Project. Both Parties may issue reports or statements to its members, the media, and the public about the Grant and the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with

Best Friends and facilitate promotion of the Grant and the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

#### **Section 4. Photo, Video, Digital and Audio Release**

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

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

#### **Section 5. Non-Disparagement**

Section 5 Intentionally Deleted

### **Standard Terms**

#### **Section 6. Grant Recipient Representations and Warranties**

Recipient represents and warrants as follows during the Term of this Agreement:

- A. Recipient is a qualified 501(c)(3) entity or government organization.
- B. 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.
- C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

## **Section 7. 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.

## **Section 8. Termination**

Recipient 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 Recipient as determined by Recipient in its reasonable judgment;
- (ii) Best Friends files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms Best Friends as determined by Best Friends in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

In the event Best Friends terminates this Agreement pursuant to this section, Best Friends, has no obligation to pay Recipient any grant payment not yet due at the time of the notice of such termination.

## **Section 9. Intellectual Property License**

For the Term of this Agreement, Recipient 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 Grant and the Project. Other than the foregoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

## **Section 10. Release**

To the full extent permitted by law, the Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and the Project. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant and the Project. The Recipient 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 Grant and the Project. The Recipient understands this Agreement discharges Releasees from any liability to the Recipients 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 the Recipient's work, participation and activities related to this Grant and the Project.

### **Section 11. Indemnity Agreement**

To the full extent permitted by law, the Recipient and their directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees 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 Recipient's actions or omissions related to the Grant and the Project or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

### **Section 12. Proprietary Information**

Recipient acknowledges and agree that the following constitute "Proprietary Information": any secret or proprietary information relating direction 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 Recipient will have access to Best Friends 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 Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party, unless required under the Washington State Public Records Act or any similar law relating to Recipient's obligation to provide transparency to members of the public as to Recipient's activities. Recipient agrees to inform Best Friends of the request and cooperate with Best Friends to assert any rights of confidentiality that may be relevant under such law.

### **Section 13. 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.

#### **Section 14. 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 are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for one (1) year following the termination of this Agreement.

#### **Section 15. Other Terms**

The provisions in this Agreement 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.

The remainder of this page is left intentionally blank. The signature page follows.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are 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 Everett

Signature: 

Printed Name: Cassie Franklin

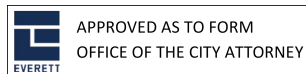
Title: Mayor

Date: 12/06/2024

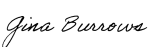
Attest:



Marista Jorve, City Clerk



Best Friends Animal Society

Signature: 

Printed Name: Gina Burrows

Title: Pacific Region Senior Manager

Date: 12/05/2024

**ADDENDUM  
(WASHINGTON STATE TRANSPARENCY LAWS)**



Counterparty:	Best Friends Animal Society
Agreement:	Everett Animal Shelter - Fee Waived Adoption Events - Pacific Region Discretionary Grant Agreement 2024

The City of Everett and the above Counterparty are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Counterparty agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the Office of the City Clerk or by the Office of the City Attorney to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW. The Agreement does not require the City to give notice(s) to Counterparty regarding such disclosure(s) or require the City to advocate in any forum that any record is confidential or that any record is not subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement regarding confidentiality.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents) are never confidential and may at any time without notice be posted to the City's public website or otherwise disclosed.

The law of the State of Washington exclusively governs this Addendum and all matters under the Agreement regarding confidentiality and exclusive venue for all disputes regarding the same is the Superior Court of Washington in Snohomish County. Signature on this Addendum is with AdobeSign, which is fully binding.

**COUNTERPARTY:**

By: \_\_\_\_\_

Printed Name: Gina Burrows

Title: Pacific Region Senior Manager



# Best Friends Animal Society











## Donation\_SD\_120424

Final Audit Report

2024-12-06

Created:	2024-12-05
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAphTt6WJjz7wJEvzaeWlcka_5d-E88J0g

### "Best Friends Animal Society Donation\_SD\_120424" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2024-12-05 - 11:00:09 PM GMT
-  Document emailed to gfrederiksen@everettwa.gov for approval  
2024-12-05 - 11:00:53 PM GMT
-  Email viewed by gfrederiksen@everettwa.gov  
2024-12-05 - 11:12:36 PM GMT
-  Signer gfrederiksen@everettwa.gov entered name at signing as Glynis Frederiksen  
2024-12-05 - 11:15:05 PM GMT
-  Document approved by Glynis Frederiksen (gfrederiksen@everettwa.gov)  
Approval Date: 2024-12-05 - 11:15:07 PM GMT - Time Source: server
-  Document emailed to Gina Burrows (virginiab@bestfriends.org) for signature  
2024-12-05 - 11:15:09 PM GMT
-  Email viewed by Gina Burrows (virginiab@bestfriends.org)  
2024-12-05 - 11:17:33 PM GMT
-  Document e-signed by Gina Burrows (virginiab@bestfriends.org)  
Signature Date: 2024-12-05 - 11:47:22 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2024-12-05 - 11:47:25 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2024-12-06 - 0:25:18 AM GMT



Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2024-12-06 - 0:25:36 AM GMT - Time Source: server



Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2024-12-06 - 0:25:38 AM GMT



Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-12-06 - 7:52:46 PM GMT



Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-12-06 - 7:52:53 PM GMT - Time Source: server



Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

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2024-12-06 - 9:25:04 PM GMT



Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-12-06 - 9:25:15 PM GMT - Time Source: server



Agreement completed.

2024-12-06 - 9:25:15 PM GMT