



Shelter Collaboration Program Agreement

Background

Best Friends Animal Society (“Best Friends”), a Utah non-profit corporation, is a leading national animal welfare organization dedicated to ending the killing of dogs and cats in America's shelters. Best Friends has helped reduce the number of animals killed in shelters nationwide from 17 million per year to around 347,000. Best Friends is determined to get that number to zero by the year 2025 by working collaboratively with shelters, rescue groups, and other organizations throughout the country.

Due to the No Kill 2025 vision, Best Friends has a vested interest in helping Ventura County Animal Services, County of Ventura (“Peer Mentor”) in mentoring Kern County Animal Services, County of Kern (“Fellow”) to increase its overall save rate and help Fellow achieve success in a sustainable way. This Service Agreement (the “Agreement”) will govern the terms of the grant provided by Best Friends to Peer Mentor. Peer Mentor, Fellow and Best Friends shall be referred to herein individually as a “Party,” and collectively as the “Parties.” The Parties agree upon the following terms and conditions as of the date of the last signature below (the “Effective Date”).

AGREEMENT

Section 1. Project Description, Grant Amount, and Term

The project is more specifically described throughout this Agreement (the “Project”). Under this Agreement, Best Friends will provide grant funding to Peer Mentor so that Peer Mentor can support Fellow to increase its overall animal shelter save rate. Grant money will be used to offset the related staffing, supply and other financial expenses of Peer Mentor, and bonus funds will provide resources that can be used by Peer Mentor, Fellow and/or third-party partners to support life-saving work. Peer Mentor staff will collaborate directly with Fellow staff to increase positive outcomes, and reduce shelter deaths, in a sustainable way.

Grants will be provided as follows:

- A. Within 10 business days of the Parties’ execution of this Agreement, Best Friends will pay Peer Mentor a one-time grant payment of \$30,000 (thirty thousand dollars). Peer

Mentor's duty to perform under the Agreement is contingent upon receipt of such grant funding.

- B. Best Friends will also pay a bonus in the amount of \$19,500 (nineteen thousand five hundred dollars) once Fellow achieves a 90% aggregate save rate for Fellow shelter animals over a 6-month period. This bonus will be divided evenly between Peer Mentor, Fellow, and any organizations Best Friends determines, in its reasonable discretion, has assisted in the Project work. Best Friends may decide to award additional bonus funding to one or more entities at its sole discretion. Bonuses will not be awarded more than three years from the start of the Project. The Parties acknowledge and agree that the bonus referenced in this section is the same bonus as referenced in Section 1 of the "Best Friends Animal Society Service Agreement with Fellow" entered into between Best Friends and Fellow at or around the same date as this Agreement and relating to the same Project ("Fellow Agreement") and only one bonus of \$19,500 would be required to be awarded in connection with this Project.

The term of this Agreement, unless terminated pursuant to the provisions below will be from February 1, 2023 through January 31, 2024.

Peer Mentor and Fellow acknowledge that Best Friends and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement.

Section 2. Participation Requirements

Peer Mentor agrees to aid the Fellow in implementing best practices and new programs to increase the number of animal lives saved and the overall save rate at Fellow's animal shelter. This will be reflected in Peer Mentor engagement with the Fellow and Best Friends including, but not limited to, the following life promoting activities:

1. Peer Mentor agrees to use its best efforts to mentor Fellow to provide timely and accurate monthly progress reports to Best Friends. Such progress reports shall include Fellow's shelter data with intake and outcome reports broken down by species. Fellow agrees to communicate, as may be necessary with Peer Mentor, to facilitate Fellow's preparation and submission of timely and accurate monthly progress reports to Best Friends. Fellow's progress reports to Best Friends are due by the 15th of the month for the month prior and Fellow shelter data shall be entered by Fellow into Shelter Animals Count, another online platform as directed by Best Friends, or emailed by Fellow directly to Best Friends staff and Peer Mentor. Fellow is solely responsible for the accuracy of data reported by Fellow in its monthly progress reports.

2. Peer Mentor and Fellow will make best efforts to attend all Best Friends check in calls with the Peer Mentor/Fellow shelter collaborative team and keep in communication with all Parties when calls need to be rescheduled. Peer Mentor and Fellow may miss no more than two check in calls without warning. Exceeding this limit may result in withheld bonus funding or termination of this Agreement.
3. Dictated by the magnitude of Fellow's gap to meet a 90% aggregate save rate for Fellow shelter animals, Peer Mentor shall arrange up to 4 site visits to Fellow animal shelter premises during this Agreement, at times when Peer Mentor can be accompanied by Best Friends shelter collaborative staff. Fellow will cooperate in the scheduling of site visits. All of Peer Mentor's travel expenses incurred for such site visits are to be reimbursed from the one-time initial grant payment of \$30,000 paid by Best Friends to Peer Mentor.

Sustainability Plan

Peer Mentor and Fellow agree to use their best efforts to draft a collaborative written sustainability plan with Best Friends for the mentorship before the End Date of this Agreement. Peer Mentor acknowledges and agrees to work with Fellow to develop the sustainability plan for the various lifesaving programs to ensure that Fellow will continue the programs as part of Fellow's operating procedures beyond the end date of mentorship.

Examples of sustainability plan components, might include, but are not limited to:

- Creating a thorough transition and exit plan that encourages Fellow ownership of lifesaving programs beyond one-year term of Mentorship Project.
- Assisting Fellow in creating a financial plan to continue to support lifesaving initiatives beyond one-year term of Mentorship Project; or
- Assisting Fellow in producing and implementing official standard operating procedures for each department involved in lifesaving initiatives to be reviewed and followed by all necessary staff.

Section 3. Project Branding Terms and Promotion

Peer Mentor and Fellow shall coordinate with Best Friends regarding the promotion of the project. All Parties may issue reports or statements to its members, the media and the public about the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Peer Mentor and Fellow shall use their best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to Peer Mentor's mentoring of Fellow, and Fellow's adoption of best practices, consistent with Peer Mentor's and Fellow's policies and procedures and the provisions of Section 5 below. Best Friends shall be permitted to use photographs and video/audio recordings for publicity purposes

subject to release as further described in Section 5. Peer Mentor and Fellow shall reasonably cooperate with Best Friends network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Peer Mentor and Fellow agree to cooperate with Best Friends to facilitate promotion of the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets. No Party may use another Party's logos, trademarks, or other intellectual property without receiving express prior written permission from a Party's counsel that specifically identifies the parameters of authorized use and provides a revocable, non-exclusive, license to such use logos, trademarks or other intellectual property.

Section 4. Termination

Termination by Peer Mentor:

Peer Mentor may terminate this Agreement upon providing two-week prior written notice to Best Friends and Fellow in the event of any of the following grounds for termination:

- By its actions or statements, Best Friends or Fellow materially harms Peer Mentor as determined by Peer Mentor in its reasonable judgment.
- Best Friends files for bankruptcy, or sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as a non-profit corporation; or
- At Peer Mentor's sole and exclusive discretion, during any disaster or other emergency declared by the Governor of the State of California or any Ventura County entity, including but not limited to, the Ventura County Board of Supervisors, or Ventura County Public Health Officer, Peer Mentor determines that Peer Mentor's staffing levels are insufficient to fulfill Peer Mentor's obligations under this Agreement. If Peer Mentor terminates the Agreement for this reason, Peer Mentor shall, within 15 days, refund to Best Friends, any unused Grant Funds previously paid by Best Friends to Peer Mentor under this Agreement.

Termination by Fellow:

Fellow may terminate this Agreement upon providing two-week prior written notice to Best Friends and Fellow in the event of any of the following grounds for termination:

- By its actions or statements, Best Friends or Peer Mentor materially harms Fellow as determined by Fellow in its reasonable judgment.
- Best Friends files for bankruptcy, or sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as a non-profit corporation; or
- At Fellow's sole and exclusive discretion, during any disaster or other emergency declared

by the Governor of the State of California or any Kern County entity, including but not limited to, the Kern County Board of Supervisors, or Kern County Public Health Officer, Fellow determines that Fellow's staffing levels are insufficient to fulfill Fellow's obligations under this Agreement. If Fellow terminates the Agreement for this reason, Fellow shall, within 15 days, refund to Best Friends, any unused Bonus funds previously paid by Best Friends to Fellow under this Agreement.

Termination by Best Friends:

Best Friends may terminate this Agreement upon providing two-week prior written notice to the Peer Mentor and Fellow in the event of the following grounds for termination:

- Peer Mentor or Fellow fail to perform their obligations under this Agreement, including, within 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;
- By its actions or statements, Peer Mentor or Fellow materially harms the reputation of Best Friends, as determined by Best Friends in its reasonable judgment; or
- Best Friends may immediately terminate this Agreement without penalty or any further obligation and including, but not limited to, any grant or bonus payments not yet made, upon written notice to the Peer Mentor and Fellow in the event that Best Friends determines that it lacks the financial ability to continue to support the Project;

In addition, this Agreement may be terminated upon Best Friends providing 60 days' prior written notice to Peer Mentor and Fellow in the event that Fellow does not amend any existing local ordinance or written policy that in Best Friends' reasonable opinion, hinders or prevents Fellow from continuing to increase Fellow's animal save rate and overall quality of care in a sustainable way.

Section 5. Photo, Video, Digital and Audio Access and Release

Peer Mentor and Fellow grant to Best Friends permission and rights to photograph, video, and audio record of Peer Mentor's mentoring of Fellow, and Fellow's adoption of best practices, for the duration of the Project provided that such photographs and video recording do not show any individual participant faces, and provided that such audio recording complies with the provisions of California Penal Code section 632. Best Friends agrees to obtain, and require that all its respective employees, agents, and/or contractors working on Best Friends' behalf obtain, consistent with the requirements of California law, prior individual written releases from any employees, volunteers and members of the public at Peer Mentor and Fellow premises, whose faces could be visible in photographs and videos, or whose voices could be audible in audio-

recording. Peer Mentor and Fellow grant to Best Friends the right to indefinitely use authorized photographs, videos, and audio recordings made in compliance with the requirements of this Agreement. Peer Mentor and Fellow understand and agree that such 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 project is complete. In addition, Peer Mentor and Fellow each agree to provide to Best Friends, via email to the contact address provided by Best Friends, with a minimum of one (1) unique still photo and/or video clip of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the Project at least once per month during the Term of this Agreement (the "Publicity Materials"). Peer Mentor and Fellow each grant Best Friends the nonexclusive, perpetual, royalty-free right, license and permission to use the Publicity Materials in any manner Best Friends deems appropriate and warrants to Best Friends that it has received any permissions needed to grant such right and will, to the full extent permitted by law, indemnify, defend and hold harmless Best Friends from any claim that Best Friends use of such Publicity Materials pursuant to this Agreement infringes any third-party rights.

Section 6. Release and Indemnity Agreement

Peer Mentor hereby releases, waives, and holds harmless and agrees to defend and indemnify Best Friends, and its respective officers, employees, representatives, and agents, from and against all claims, demands or liability for damages caused by a wrongful act or omission of Peer Mentor, and its officers, employees, representatives, and agents (including for bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown) arising out Peer Mentor's performance or non-performance of this Agreement.

Fellow hereby releases, waives, and holds harmless and agrees to defend and indemnify Best Friends, and its respective officers, employees, representatives, and agents, from and against all claims, demands or liability for damages caused by a wrongful act or omission of Fellow, and its officers, employees, representatives, and agents (including for bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown) arising out Fellow's performance or non-performance of this Agreement.

Section 7. Representations and Warranties

Peer Mentor represents and warrants as follows:

- A. Peer Mentor is a division of the County of Ventura, a California public entity.
- B. Peer Mentor acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Peer Mentor 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 Peer Mentor which, if determined adversely, would have a material effect on Peer Mentor's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Peer Mentor which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Peer Mentor is legally competent to enter into this Agreement and duly authorized to do so by the Ventura County Board of Supervisors.

Fellow represents and warrants as follows:

- A. Fellow is a division of the County of Kern, a California public entity.
- B. Fellow acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Fellow 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 Fellow which, if determined adversely, would have a material effect on Fellow's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Fellow which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Fellow is legally competent to enter into this Agreement and duly authorized to do so by the Kern County Board of Supervisors.

Section 8. Grant Restrictions

In addition to abiding by the requirement that the grant funds paid by Best Friends be used in furtherance of the Project, Peer Mentor and Fellow specifically agree that no portion of such 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 9. Survival of Terms

The rights to use photos, digital, audio and video materials, made in compliance with the terms of

this Agreement are perpetual. The releases and indemnity agreements are perpetual.

Section 10. Other

These contract terms bind the successors and assigns of each of the Parties. Each term of this Agreement is material. Peer Mentor and Fellow expressly agree the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. All Parties agree that if 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 these three Parties and supersedes any other verbal or written statements, representations, or promises. The Parties acknowledge and agree that the Fellow Agreement sets forth an agreement between the Fellow and Best Friends relating to this Project and in the event that any term of the Fellow Agreement and this Agreement conflict, the terms of the Fellow Agreement will govern the relationship between Best Friends and Fellow.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends, Peer Mentor and Fellow. No 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. No Party has authority to bind the other to any contractual or other agreements and in no event shall any Party represent or hold itself out as acting on behalf of any other Party hereto. 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.

Except where otherwise specifically stated herein, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

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

By signing below, Peer Mentor, Fellow 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.

Ventura County Animal Services, County of Ventura

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Kern County Animal Services, County of Kern

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Best Friends Animal Society

Printed Name of Authorized representative: _____

Title: _____

Signature: _____

Date: _____