

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.5
(ID # 13374)

MEETING DATE:

Tuesday, November 10, 2020

FROM: ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Accept the Grant from Best Friends Animal Society for the Riverside County Cat Lifesaving Program and Ratify and Approve the Cat Lifesaving Program Agreement between Department of Animal Services and Best Friends Animal Society; All Districts [\$190,000 - 100% Grant Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the grant in the amount of \$190,000 from Best Friends Animal Society for the Riverside County Cat Lifesaving Program to support an effort to reduce cat impound rates;
2. Ratify and approve the Cat Lifesaving Program Agreement (Grant Agreement) between Best Friends Animal Society and the County of Riverside in the amount of \$190,000;
3. Authorize and accept the donation of one (1) 2013 Ford Transit Van from Best Friends Animal Society to the Department of Animal Services;
4. Authorize the Director of Animal Services, or designee, to execute any and all necessary documents to complete the authorization to accept the donation;
5. Authorize the Director of Animal Services to execute the Grant Agreement on behalf of the County of Riverside; and
6. Authorize the Director of Animal Services to take all steps necessary to implement and administer the Grant Agreement.

ACTION: Policy


Julie Bank, Director of Animal Services 10/29/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 10, 2020
xc: Animal Services

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 190,000	\$ 0	\$ 190,000	\$ 0
NET COUNTY COST	\$ 190,000	\$ 0	\$ 190,000	\$ 0
SOURCE OF FUNDS: 100% Funded by Best Friends Animal Society			Budget Adjustment:	No
			For Fiscal Year:	FY 20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Best Friends Animal Society (BFAS) is a 501(c)(3) nonprofit organization. BFAS is committing \$190,000 for the Riverside County Cat Lifesaving Program and to spay and neuter cats for Riverside County Department of Animal Services (DAS) over an 11-month period. The funding will be split into four equal payments of \$47,500, to be paid quarterly to DAS. BFAS will provide DAS employees mentorship, training, and tools necessary to implement the program in Riverside County.

DAS has a goal to achieve no-kill status by 2023. To be considered no-kill, a shelter must reach an overall 90% save rate. In order to achieve the 90% save rate with cats, DAS must implement a comprehensive and targeted community cat program (CCP). DAS will spay or neuter, vaccinate (FVRCP and rabies), microchip, eartip and return all eligible cats to their places of origin. DAS will target unincorporated Riverside County and will work with contract cities to implement the program within their communities.

Program goals:

- Reach 81% save rate by December 2020
- Reach 83% save rate by March 2021
- Reach 86% save rate by June 2021
- Reach 90% save rate by September 2021

DAS proposes to accept the donation of one (1) 2013 Ford Transit Van from BFAS. Once the title is transferred to the County of Riverside, DAS will be responsible for the cost of maintenance and repair of the vehicle. DAS will utilize the van to perform lifesaving animal welfare programs. The Kelly Blue Book fair market value is \$8,129.

The van is identified as: 2013 Ford Transit T-150
Vehicle Identification Number: 1FBNE3BL8DDA45335

Impact on Residents and Businesses

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

This Grant Agreement will have a positive impact for both residents and businesses throughout Riverside County. The actions taken by BFAS and DAS will, over time, reduce cat over-population.

Additional Fiscal Information

Because this is a donation, no County cost will be incurred, and no budget adjustment is required at this time. DAS will utilize Fleet Services for fuel and maintenance.

ATTACHMENT. Cat Lifesaving Program Agreement


Douglas Cordonez Jr.


11/4/2020


Gregory H. Priamos, Director County Counsel 11/2/2020

CAT LIFESAVING PROGRAM AGREEMENT

This Cat Lifesaving Program Agreement (the "Agreement") is entered into between County of Riverside, a political subdivision of the State of California on behalf of its Department of Animal Services ("RCDAS"), and Best Friends Animal Society ("Best Friends"), a Utah nonprofit corporation.

RECITALS

WHEREAS, Best Friends owns and manages an animal sanctuary in Kanab, Utah, and from this headquarters location is also engaged in a wide range of no-kill programs and partnerships aimed at bringing about a day when there are "No More Homeless Pets."[®] These activities include, among other things: (a) national public awareness campaigns, (b) extensive animal rescue operations, including public-private partnerships like their operation of the Mission Hills Adoption and Spay and Neuter facility as well as the operation of the NKLA Pet Adoption Center, and (c) the promotion and sponsorship of local and regional projects oriented around the goal of bringing about a day of No More Homeless Pets, including adoptions, high volume spay and neuter clinics, trap-neuter-return (TNR), and other non-lethal projects intended to reduce the killing of dogs and cats and increase the number of animal live outcomes. Best Friends' work is made possible by the personal and financial support of a grassroots network of members and community partners across the nation;

WHEREAS, RCDAS provides animal sheltering, adoption, and field services at the Western Riverside County/City Shelter ("Western Riverside Shelter"), Blythe Animal Shelter ("Blythe"), and Coachella Valley Animal Campus ("Coachella");

WHEREAS, RCDAS is working to improve Riverside County for people and animals by promoting an environment of responsible pet ownership through progressive animal welfare initiatives, community outreach, and humane education in a culture of compassion, creativity, and integrity;

WHEREAS, Best Friends and RCDAS desire to cooperate on a Cat Lifesaving Program ("Program"), which includes a comprehensive Community Cat Program ("CCP"). CCPs are widely recognized a critical policy for shelters dedicated to achieving a no-kill status in their communities;

WHEREAS, RCDAS has established a strategic plan called the "Tree of Life" which would bring the four RCDAS shelters to a 90% live release rate for all animals by 2023;

WHEREAS, the purpose of this Agreement is to define in writing the terms and conditions of participation for Best Friends' and RCDAS's participation in the Program; and to define the obligations, expectations, and responsibilities of RCDAS regarding the grant funds.

NOW THEREFORE, ON THE BASIS OF THE FOREGOING RECITALS, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1

TERM

- A. Subject to the termination provisions of **SECTION 10** below, this Agreement shall be for a term of eleven months, to begin **November 1, 2020**.
- B. Subject to the termination provisions of **SECTION 10** below, the parties agree that any monetary obligation of Best Friends to fund the Program and all other obligations of the parties set forth

herein, with the exception of the terms designated in **SECTION 12 and SECTION 13**, will automatically terminate on **September 30, 2021**, unless renewed pursuant to a further written agreement of the parties.

**SECTION 2
PROGRAM GOALS AND TARGET AREA**

- A. Target Area. The Target Areas for the Program will include those municipalities with animal care/control service contracts served by RCDAS.
- (1) All jurisdictions that rely on RCDAS for services will endeavor to use best efforts to abide by the policies set forth herein to allow for the successful implementation of the Program.
- B. Cat Lifesaving Program Goals. The Parties agree that the primary goals of the Program are as follows:
- (1) The goal of the Program is to close the cat lifesaving gap in order to reach a 90% Save Rate in all RCDAS shelters by the final quarter of this Program (July/Aug/Sept 2021). The lifesaving gap will be determined by subtracting 10% of the total live intakes in the baseline year (year prior to the Program) from the total number of cats that had non-live outcomes in the shelter in that same baseline year.
 - (i.) Best Friends Save Rate is calculated as [(live intakes) – (subtotal of non-live outcomes)] divided by (live intakes)
 - (ii.) Aggregate of quarterly Save Rate goals: 81% (November 2020-December 2020); 83% (January 2021 – March 2021); 86% (April 2021 – June 2021); 90% (July 2021 – September 2021).
 - (iii.) RCDAS will be required to review the trends with Best Friends during the Program and both parties will need to adjust monthly and quarterly goals to maintain the trajectory needed to reach the agreed goal by the end of the Program.
 - (2) RCDAS will submit a sustainability plan by September 1, 2021 detailing how the overall department will sustain a 90% Save Rate for cats.
- C. Community Cat Program Goals. The Parties agree that one of the most effective strategies to quickly increase lifesaving for shelter cats is by implementing a comprehensive and targeted CCP. The goals of the CCP as a part of the Program are:
- (1) To spay/neuter, vaccinate, ear-tip and return all eligible cats to the address where they were trapped;
 - (2) An eligible cat for the CCP is a feral or friendly free-roaming cat which lacks owner identification and appears healthy or with treatable issues. Cats generally not eligible for a CCP are owner surrendered cats, unhealthy cats that cannot be reasonably treated, underweight for sterilization, declawed cats, and cats that do not appear to be cared for (i.e. starving, severely ill, or injured);
 - (i.) Eligible cats admitted or impounded to the shelters shall be referred to as Return to Field (“RTF”) cats and shall be altered, vaccinated, microchipped and returned to their home address as soon as possible after the end of the legal stray hold;
 - (ii.) Eligible cats are also public free-roaming cats from highly targeted communities. These cats are not impounded or admitted to the shelter and shall be referred to as trap, neuter, and return (“TNR”) cats. Using the targeted information, the staff

can provide community outreach and TNR additional cats. TNR cats will be humanely trapped, sterilized, ear-tipped, vaccinated and returned to the trapping location. TNR cats will not be impounded or subjected to a stray hold, but the surgery data will be tracked in the Chameleon database;

- (3) To utilize some Program funding to provide additional TNR, as resources allow, for targeted populations within Riverside County as a service in lieu of intake.
- (4) To educate the public about the shelter's lifesaving programs for cats;
 - (i.) RCDAS staff will educate the public on the importance of leaving neonate kittens where they were found for at least 12 hours so that the mother cat has an opportunity to return;
 - (ii.) To cease renting out traps to the public for nuisance issues and instead refer them to the Program.

D. Additional Cat Lifesaving Programming Goals.

- (1) By **November 16, 2020**, Best Friends will submit a strategic plan in writing to RCDAS that clearly identifies populations of cats at each shelter which require additional lifesaving opportunities outside of CCP. The plan will include proven strategies for new policies and/or programs that RCDAS should implement to best address those gaps.
- (2) By **November 23, 2020**, RCDAS shall submit a response to Best Friends that details how RCDAS will implement the suggested policies and/or programs to fill those gaps and what mentorship support RCDAS will need from Best Friends to do so. The plans may include, but are not limited to:
 - (i.) Development of robust protocols that allow for treating URI and ringworm for shelter cats;
 - (ii.) Revise euthanasia protocol to allow for longer stays for medical case shelter cats and ensuring all options are considered prior to euthanasia;
 - (iii.) Implementation of daily rounds to expedite positive outcomes for all cats and the creation of a formal process where RCDAS will confirm that all lifesaving options were considered before deciding to euthanize an animal.
 - (iv.) To expand the foster program for mom cats and kittens or cats with medical issues who are admitted to the shelter, which may include implementation of foster-to-adopt options for unsterilized animals to return for surgery at another date;
 - (v.) To develop resources to support animals staying in their homes, i.e., financial support for medical care, access to fencing, etc.;
 - (vi.) To expand the working cat program for those community cats who cannot safely be returned to their original location, or who come into the shelter with no home address.
 - (vii.) Work with Best Friends to increase lifesaving opportunities for all cats including behavior and enrichment programs, kitten intervention programs and special needs and senior animal adoption promotions;
 - (viii.) To implement intake diversion for healthy stray cats or kittens, and to continue managed intake processes for owner-relinquished animals;
 - (ix.) To increase opportunities for lower income pet owners to reclaim impounded cats by waiving fees whenever possible.

- (3) RCDAS will ensure that their staff are proficient on all aspects and strategies of the Program before September 30, 2021 to ensure the continued success and sustainability. In addition, RCDAS will build out a plan that includes metrics and goals for the continuation of Program with monthly benchmarks.

E. Changes in Scope. Any change in Scope or Goals that materially changes the nature of the Program shall be by formal written amendment executed by the Parties hereto.

SECTION 3
OBLIGATIONS OF BEST FRIENDS

A. In conjunction with the implementation of the Program during the term covered by this Agreement, Best Friends will do the following at its own expense:

- (1) Provide mentorship and training by Best Friends Staff (in-person and/or virtual) to assist the implementation of all aspects of the Program and to train RCDAS staff on these strategies;
 - (i.) Best Friends shall have sole control over the work hours and other terms and conditions of employment of Best Friends Staff.
- (2) Best Friends is donating the following van(s) to Riverside County for use by RCDAS to implement lifesaving programs at the Coachella Valley Shelter and the Western Riverside Shelter:

VIN: 1FBNE3BL8DDA45335	VIN: 1FTYE1YMXHKA55542
Year: 2013	Year: 2017
Make/Model FORD Transit Van	Make/Model: FORD Transit Van

- (i.) Upon transfer of control of the vans to RCDAS, RCDAS will be responsible all costs associated with said vehicles including title, registration, insurance, repairs, and maintenance, etc.
- (3) An inventory of supplemental supplies (humane traps, transfer cages, feral dens, humane deterrents, etc.) will be taken and Best Friends will make reasonable efforts to leave enough supplies for continuation of the Program.
- (4) Riverside County hereby releases Best Friends Animal Society from all liability and obligation for the vans and supplies provided to RSDAS pursuant to the release and indemnification language set forth in Sections 12 and 13 below.

B. Provide RCDAS with a grant totaling \$190,000 during the eleven-month period for all of Program cats. Details of grant use are listed below in **SECTION 4**;

- (1) Grant will be split into four (4) equal payments of \$47,500.
- (2) It is agreed between RCDAS and Best Friends that quarterly grant payments will be dependent on fulfillment of expectations in **SECTION 2**, a check request will be submitted to Best Friends for payment to RCDAS in November 2020, February 2021, May 2021, and August 2021.

Best Friends acknowledges and agrees that the nature of the Program may require the modification of the Parties' responsibilities depending on the exact nature of the work plan adopted. Best Friends will use good faith efforts to reach agreement with RCDAS in the event such modification of responsibilities is required.

**SECTION 4
OBLIGATIONS OF RCDAS**

To ensure the success of the Program, RCDAS agrees that it will:

- A. Ensure all intake staff and ACOs are recording the exact address of the location found for admitted or impounded eligible RTF cats along with any relevant case information which includes cat description, reporting party's ("RP") contact information and photo if available;
 - (1) RCDAS will ensure that the overnight drop boxes at any of the shelters remain permanently closed;
- B. RCDAS will endeavor to work with all contracted municipalities, municipalities that have contracts up for renewal, and newly contracted municipalities to include language in the agreements allowing for participation in community cat programs (this is already occurring). RCDAS cannot guarantee that a contracted municipality will agree to the proposed language. Also, the department will promote the cost and life-saving benefits of the community cat program. We are willing to jointly send support messaging in collaboration with Best Friends.
- C. Vaccinate for FVRCP and rabies all cats entering the shelter or clinic upon intake;
- D. Work with key stakeholders to help resolve cat nuisance complaints in a positive manner;
- E. Work with Best Friends to change any current policies applicable to RCDAS and proactively work to change any applicable ordinances within six months from the date of this Agreement that impede the ability of RCDAS to institute and sustain any animal lifesaving programs contemplated by this Agreement. In the event that it is not possible to change all applicable ordinances within six months, RCDAS shall proactively work to have a resolution adopted by the relevant governing body allowing for a pilot program or programs that will support the animal lifesaving programs that are the subject of this Agreement.
- F. Only take pets from outside of contract jurisdictions of services areas if a live outcome can be secured, if they can be returned to the originating organization if a live outcome is not be possible, and pets do not displace or interfere with the ability to obtain a live outcome for animals in Riverside County shelters and work towards the continuation of not impounding healthy stray cats.
- G. Agree to implement a stray cat intake diversion process to expedite eligible cats for RTF or TNR;
- H. Animal Control Officers will not impound healthy ear-tipped cats at their trapped locations;
- I. Eligible cats brought to the shelter by for-profit businesses or individuals who charge a fee for cat removal services will be helped to facilitate TNR and if impounded, will be RTF.

- J. RCDAS agrees that it will implement proven strategies for end of life decision protocol for all cats and dogs. Reasonable efforts will be made to exhaust all options for lifesaving outcomes prior to euthanasia;
- K. Reasonable efforts will be made by RCDAS clinic staff to maintain flow for eligible cats to minimize length of stay and ensure positive outcomes for other cats are not impacted;
- L. RCDAS agrees that no CCP eligible cats shall be tested for FIV/FelV, except in rare instances of severe illness;
- M. RCDAS acknowledges and agrees to work with Best Friends staff to develop a sustainability plan to ensure that it will continue the Program as part of the shelter's standard operating procedures beyond the end date of this Agreement. Continuation of the Program after the grant period will be the sole financial responsibility of RCDAS;

RCDAS acknowledges and agrees that successful implementation of the Program will require the time and effort of its employees. Although Best Friends may elect to use its funds for implementation of the Program, Best Friends is not responsible for costs or expenditures related to RCDAS employees except expressly agreed to by Best Friends in writing.

RCDAS acknowledges and agrees that the nature of the Program may require the modification of the Parties' responsibilities depending on the exact nature of the work plan adopted. RCDAS will use good faith efforts to reach agreement with Best Friends and RCDAS in the event such modification of responsibilities is required.

SECTION 5 DATA TRACKING & REPORTING REQUIREMENTS

RCDAS agrees that they will gather, track, and provide both raw data and data reports to Best Friends on any intake and outcome related to the Program as requested by Best Friends. Information requested may include, but is not necessarily limited to, the following:

- A. Monthly reports to Best Friends detailing spay/neuter services performed as part of the Program.
- B. Statistics will be broken down by RTF and targeted TNR starting (November 2020) for the previous month. All reports are due by the 10th day of the following month for the entirety of the grant period.
- C. Monthly raw reports at the animal level for dogs and cats (each animal on a separate row) including at least the following data points (if available):
 - Unique Animal ID #
 - Species
 - Age (Preferred field is DOB, however we will accept age data by yr/mo or category - i.e. neonate, up to 2 months, adult, etc)
 - Intake Date
 - Intake Type
 - Intake Sub-type
 - Intake Zip Code or jurisdiction/county
 - Outcome Date
 - Outcome Type

- Outcome Sub-type
- D. Monthly statistics should be sent to Destiny Haney, National Embed Program Manager (destinyh@bestfriends.org).

SECTION 6 PUBLICITY/CO-BRANDING

RCDAS shall cooperate with Best Friends regarding the promotion of the funded project, including the following:

Both parties agree that the Program will be referred to as the Riverside County Cat Lifesaving Program in any communications.

RCDAS will post the Best Friends Network Partner badge on its website. RCDAS will work with Best Friends staff to include information and resources including linking to Best Friends resources for lifesaving programming on their website.

RCDAS will post two (2) stories/posts with photos or videos to its social media accounts between in 2021 detailing the Program's contribution toward the No Kill 2025 effort. Stories should show how the Best Friends grant is helping RCDAS perform needed lifesaving work.

RCDAS will provide an annual update on its No Kill 2025-related activity for use by Best Friends on social media, in the Best Friends newsletter, and for media releases for the duration of the Agreement.

RCDAS will cooperate with Best Friends writers and photographers in the development of stories and other content regarding the grant Program as needed.

RCDAS shall in good faith cooperate with Best Friends staff to develop a marketing and communication plan to promote the Program to the public, news media, and other constituents. This cooperative effort shall include the design of marketing and communication materials and those materials should indicate the support and involvement of Best Friends.

Best Friends shall have the right to publicize the Program and all marketing, promotion and publicity of the Program shall be coordinated by Best Friends in coordination with RCDAS. RCDAS agrees to cooperate with Best Friends and facilitate their promotion of the Program. Said promotion may take place through Best Friend's website, newsletters, press releases, magazine articles, blogs, and podcasts.

RCDAS shall use its best efforts to ensure that press releases, interviews and other communications efforts related to the Program and any events held in conjunction with the Program indicate the support and involvement of Best Friends.

RCDAS grants to Best Friends the right to photograph, video, and audio record events related to the Program and RCDAS shall cause its employees and/or volunteers to execute any necessary releases relating to the use of same. Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes.

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

SECTION 7
PHOTO, VIDEO, DIGITAL and AUDIO RELEASE

RCDAS shall use its best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Program for the duration of the Agreement. RCDAS grants to 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. RCDAS understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion. 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 funding has been spent.

RCDAS 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. RCDAS understands this Agreement releases and forever discharges Best Friends from any liability to RCDAS, 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 8
REPRESENTATIONS and WARRANTIES

RCDAS represents and warrants that the funds provided under this Agreement will be used only in a manner that is consistent with Best Friends' charitable purpose as an animal welfare organization, and in furtherance of the Grant Purpose, and not for any purpose prohibited by law.

RCDAS represents and warrants that it is currently in compliance with its obligations and commitments under the Network Partner Agreement governing its participation in the Best Friends Network Partner Program and will remain so during the entire duration of the Grant Period.

SECTION 9
FINANCIAL ASSISTANCE RESTRICTIONS

In addition to abiding by the requirement that the funds be used in furtherance of the Program described in RCDAS's obligations, RCDAS specifically agrees that no portion of the 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 10
DEFAULT and TERMINATION

A. Termination by the Parties.

- (1) The parties may terminate this Agreement without cause upon 30 days written notice service upon the other party stating the extent and effective date of termination.
- (2) If a 30 day notice of termination is served on the other party, after receipt of said notice of termination, Best Friends shall stop work under this Agreement on the termination date specified in the notice of termination.

- B. No Further Financial Obligations. In the event that this Agreement is terminated by either party, Best Friends will not be obligated to provide any further payments that are not yet due and Best Friends has the right to reclaim any equipment provided hereunder, including but not limited to the vans referenced herein. Error! Reference source not found..
- C. Pro Rated Payment or Reimbursement.
- (1) In the event that this Agreement is terminated by RCDAS prior to the payment for such quarter having been made, BFAS will provide RCDAS with a pro rated payment based on the days in the quarter prior to the date of termination. In the event this Agreement is terminated by RCDAS after the payment for such quarter is made, RCDAS will reimburse Best Friends for a pro rata portion of the payment based on the days in the quarter after the date of termination.
- (2) In the event that this Agreement is terminated by Best Friends prior to the payment for such quarter having been made, Best Friends will provide RCDAS with a pro rated payment for the days in the quarter prior to the date of termination, plus an additional payment equal to thirty (30) days of pro rated payment ("Notice Payment"). For each day that the data and tracking reports set forth in Section 5 are provided to Best Friends late in the month of termination, the Notice Payment will be reduced by the equivalent of a pro rated day. In the event that this Agreement is terminated by Best Friends after the payment for such quarter having been made, Best Friends will not be required to make any further payments, and RCDAS will not be required to reimburse Best Friends for any pro rated portion of that quarter's payment, except as otherwise provided herein.

**SECTION 11
NON-DISPARAGEMENT**

RCDAS agrees not to disparage Best Friends during the funded Program and for three years following the last disbursement of funds from Best Friends to RCDAS.

**SECTION 12
RELEASE**

With the exception of claims resulting from actions that constitute gross negligence or intentional misconduct, RCDAS its directors, officers, employees, representatives, agents, successor and assigns, agrees never to bring a claim or suit against Best Friends relating to this Agreement and the Program described herein. RCDAS understands this Agreement discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to RCDAS, other than claims resulting from the gross negligence or intentional misconduct of Best Friends or its employees, 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 from work, participation and activities related to this Agreement and the Program. RCDAS expressly agrees this release is intended to be as broad and inclusive as permitted by law.

**SECTION 13
INDEMNIFICATION**

RCDAS, for its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold harmless Best Friends from all third party claims for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or known,

including reasonable attorney's fees and costs of litigation resulting from actions or omissions by RCDAS related to this Agreement and the Program. This includes lone acts by RCDAS as well as the combined acts of RCDAS with others.

**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 release provision in SECTION 12 and indemnity provision in SECTION 13 shall survive the expiration of this Agreement. The Non-Disparagement clause survives for three years following the last disbursement from Best Friends to RCDAS.

**SECTION 15
PROPRIETARY INFORMATION**

Unless required by law, RCDAS and its successors and assigns will not supply or disclose any Proprietary Information, as defined below, to anyone not employed by Best Friends. RCDAS will immediately notify Best Friends if it believes anyone has compromised the security of the Proprietary Information.

For purposes of this Agreement, the term "Proprietary Information" includes Best Friends' members or membership list, donor list, newsletter mailing list, Network Charities members list, and any other list of Best Friends donors and supporters.

**SECTION 16
OTHER**

The terms of this Agreement shall bind the respective successors and assigns of each party. The Parties agree that, should 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. Any modifications to this Agreement must be in writing and signed by both Best Friends and RCDAS.

**SECTION 17
CHOICE OF LAW/VENUE**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of laws. Any legal action arising out of or related to this Agreement will be filed exclusively in a court of competent jurisdiction in the State of Utah. Alternatively, the parties may jointly agree to resolve such dispute using voluntary non-binding third-party mediation or binding arbitration, to be held in Kanab, Utah or such other location as may be mutually agreed to by the parties. In the event the parties elect to submit the dispute for binding arbitration, the matter shall be decided by a third-party single arbitrator jointly selected by the parties. Although the arbitration shall be conducted according to the rules of the American Arbitration Association (AAA) the parties shall not be required to initiate arbitration by filing with AAA.

SECTION 18
COUNTERPARTS

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 Agreement and intend to be bound by same.

County of Riverside

By: Julie Bank

Title: Director of Department of Animal Services

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: Amrit P. Dhillon 11/2/2020
AMRIT P. DHILLON DATE

Best Friends Animal Society

By: _____

Title: _____

Date: _____