

# City of Visalia Animal Service

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## *2024 Return to Home Challenge*

### ***Visalia Animal Care Center***

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Mrs. Candace Harrington  
29016 Hwy 99  
Visalia, CA 93277

candace.harrington@visalia.city  
O: 559-713-4682  
M: 559-942-6759

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# Application Form

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## *Challenge Requirements + Agreement*

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### Reminder of Challenge requirements:

- Be a **Best Friends Network Partner**
- Have a **Shelter Pet Data Alliance** account with current data through 2023 and the last completed month of 2024
- Share community education resources in English and Spanish (other languages acceptable based on the shelter's community) on the topics of lost/found pets and microchipping a minimum of 4 times in September on all social media and website
- Distribute all provided PetHub tags
- Demonstrate a year over year increase in pets reclaims via return to home or return to home in field practices in September
- Pilot at least 2 new operational practices from September 1-September 30 (see options below)

Every organization that meets the requirements above will receive a \$1,000 grant! Five organizations will receive \$10,000.

- 2 for the organizations with the greatest year over year reclaim increase
- 1 for greatest number of reclaims for organizations who did not practice return to home operations in 2023
- 2 for the most creative solutions for Return to Home

Grant notifications will be sent in mid-October.

### **Which return to home practices will your organization pilot from September 1-September 30?\***

You must pilot at least TWO of these practices for the full month of September to be eligible for any grant. You must select practices your organization does not currently do.

We are available to help if you have any questions about these options. Please complete this support form and someone will be in touch.

Add Petco Love Lost reclaim feature to website

Host low-cost or free microchipping event or offer free microchipping for the duration of Sept. 2024

### **Is your organization a municipal entity in South Carolina or Texas?\***

Private organizations with government contracts in South Carolina or Texas should select "No."

All organizations outside of Texas and South Carolina, including municipal entities in other states, should select "No."

No



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

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to BFAS requesting to be awarded a grant pursuant to the scope of the program below.

This grant agreement (“Agreement”) will govern the terms of the grant (the “Grant”). 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”). Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

## *Project Description, Grant Amount and Term*

### **Section 1. Project Description, Grant Amount and Term**

#### **Full Legal Name of Organization\***

City of Visalia Animal Service

#### **EIN\***

946000449

Grant Amount: \$1,000

The Term of this Agreement, unless terminated pursuant to the language below will be from October 12, 2024 to October 12, 2025. In the event that (a) Recipient fails to fulfill or report on the conditions set forth in Exhibit A, or (b) BFAS determines that Recipient has not met the conditions set forth in Exhibit A, *then* (y) no Grant will be provided and (z) upon either Party’s written notification to the other (email is sufficient), this Agreement will immediately terminate.

The Grant will be provided in one-time payment by November 8, 2024 or if notification is provided to Recipient of a delay, within a commercially reasonable time after November 8, 2024 with BFAS’ obligation to disburse funds *conditional upon* (a) Recipient’s execution of this Agreement via electronic platform by July 31, 2024, (b) BFAS receipt of Recipient’s IRS Form W-9 by July 31, 2024 (c) Recipient has fulfilled the conditions set forth in Exhibit A and has reported on its activities, and (d) BFAS good faith confirmation that Recipient fulfilled the conditions set forth in Exhibit A.

## *Use of Grant Funds*

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### **Section 2. Commitment from Recipient to BFAS**

- A. Submit monthly data reporting through the Shelter Pet Data Alliance platform through the Term of this Agreement.

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

Recipient shall coordinate with BFAS regarding the promotion of the Grant. The Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identify Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Recipient shall reasonably cooperate with BFAS network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

### **Section 4. Grant Recipient Representations and Warranties Recipient represents and warrants as follows:**

- A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement.
- B. Recipient represents that Recipient will have within the times set forth in Exhibit A (i) fulfilled each of the requirements for the Return to Home Challenge as set forth in Exhibit A attached hereto and (ii) will have accurately reported on activities pursuant to the reporting form referenced in Exhibit A to BFAS.
- C. 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.
- D. 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
- E. 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 5. Grant Restrictions**

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 6. Termination**

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

- (i) By its actions or statements, BFAS materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) BFAS files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

BFAS 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 BFAS as determined by BFAS 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.

### **Section 7. Non-Disparagement**

During the Term of this Agreement and for one year after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring BFAS into disrepute.

### **Section 8. Release**

To the full extent permitted by applicable law, Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors, and assigns (the "Releasees" are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees from any liability to Recipient 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 Recipient's work, participation and activities related to this Grant. To the full extent permitted by applicable law, Recipient releases the Releasees for BFAS' own negligence or liability that may result in 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 Recipient's work, participation and activities related to this Grant.

### **Section 9. Indemnity Agreement**

To the full extent permitted by law, the Recipient and its 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 Recipient's

programs 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 10. Survival of Terms**

The releases and indemnification obligations are perpetual. The Non-Disparagement clause survives for one year following this Agreement's termination.

#### **Section 11. 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 12. Potential Additional Grant Funds and Publicity Materials**

Recipient understands that Recipient may be awarded an additional \$10,000 in funds in the event that it is chosen as a "10,000 grant recipient" as part of the Return to Home Challenge. Any such selection or disbursement of additional funds is at the sole discretion of BFAS. The Parties agree that all the terms of this Agreement apply to such disbursement of funds. In addition, if Recipient is selected as a \$10,000 grant recipient, Recipient agrees 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 Program by October 31, 2024 (the "Publicity Materials"). Recipient grants 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 13. 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 BFAS 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 BFAS 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.

## Acceptance of Terms and Conditions\*

This grant is conditional upon Recipient's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Recipient agrees to accept and comply with the stated terms and conditions of this grant.

I Accept Grant Terms and Conditions

### AUTHORIZED SIGNATURE

By typing in my Name, Title, and Date in the spaces below, and clicking submit, I confirm that I am an authorized representative of Network partner and intend to affix my electronic signature to FY 2024 Return to Home Challenge Grant Agreement, with the intent to be bound thereby.

The authorized representative agrees that the representative's electronic signature is intended to authenticate this writing and to have the same force and effect as a manual signature for the purposes of validity, enforceability, and admissibility.

### Full Name\*

Candace Harrington

### Title\*

Animal Services Manager

### Date\*

07/25/2024

### BFAS Name

### BFAS Title

### BFAS Date Signed

## *Appendix A: Return to Home Challenge Participation Requirements*

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1. Recipient completed and submitted to BFAS the required registration form by July 31, 2024 at 11:59pm MST.
  2. Recipient completed and submitted to BFAS the required challenge report form by October 12, 2024 at 11:59 pm MST.
  3. Recipient has anShelter Pet Data Alliance account and is current on data submission and sharing for all of 2023 and through the month of September 2024.
  4. Recipient shared community education resources provided or approved by BFAS in English and Spanish (or another language acceptable based on the shelter’s community) on the topics of lost and found pets and microchipping a minimum of 4 times on all organizational social media channels and websites during September 2024.
  5. Recipient distributed all provided PetHub tags during September 2024.

6. Recipient piloted two "Return to Home" practices, that Recipient was not already doing prior to September 1, 2024, for the duration of September 2024 (details and options below) as reported on the challenge report.
7. Recipient demonstrated a year-over-year increase in total animals reclaimed between September 1 and September 30 as reported on the challenge report.

"Return to Home" practices options:

- Add Petco Love Lost reclaim feature to Recipient's website
- Provide at least 50% of its animal control officers that engage with public microchip scanners
- Waive or reduce reclaim fees by at least 50%
- Rehoming: Allow the public to view and place an adoption hold on an animal before the animal's stray hold period expires
- Host low-cost or free microchipping event during September 2024 or offer free microchipping for the duration of September 2024
- Publish on Recipient's website a quality photo (as defined by provided materials) for all lost pets within 24 hours of intake
- Conduct in-field investigation for home: Require animal control officers to follow lost pets to see if they can identify their home and talk to at least one community member if unable to identify by following pet. Leave an informational flyer at the suspected home with reclaim instructions.
- Hang flyers for impounded animals: Require animal control officers to hang 2 provide flyers with the animal's information at the nearest intersection to where the pet was found.
- Utilize Nextdoor: Begin posting all stray/lost pets on Nextdoor with a photo and found location.



## File Attachment Summary

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### *Applicant File Uploads*

*No files were uploaded*