

## APPENDIX C

# Animal Welfare Coalition-Building Action Kit

*Best Friends Animal Society*

**Best Friends Animal Society has launched a movement with rescue groups and shelter leaders from across the country to end the killing of dogs and cats in our nation's shelters by 2025.** Collaboration and coordination among animal welfare organizations on a community level are key to achieving this goal.

We have seen the lifesaving results of organizations choosing to work together in communities as large as Los Angeles. In 2012, Best Friends launched the NKLA (No-Kill Los Angeles) initiative and started the NKLA Coalition with about 35 member organizations. Within five years, the number of deaths at city shelters had decreased by 82 percent. In 2016, the NKLA Coalition, which now has more than 100 members, helped find homes for 26,500 dogs and cats.

Still, around the country, more than 4,100 dogs and cats are killed in shelters every day simply because they do not have safe places to call home. We are determined to reduce that number to zero by the year 2025. To get there, we are focusing on building and supporting no-kill coalitions at regional and local levels, and helping to get fundamental no-kill programs in place to support lifesaving work.

This action kit is designed to guide you through the process of starting a coalition in your community. It may be that your city or county is looking to work more closely with animal welfare organizations to achieve a shared goal, or your group wants to collaborate with other organizations in your state or region to create lifesaving change. By using these guidelines and examples, you will have all the information you need to get started.

## 1. Determine if a coalition is right for you

A coalition is an organization whose members commit to an agreed-upon purpose and shared decision-making to influence an external institution or target, while each member organization maintains its own autonomy.

Collaboration is most successful when an organization has a clear understanding of its individual mission and goals. Therefore, it's important to understand your organization's individual goals. The purpose of the coalition may complement your mission, but it shouldn't blur the lines. The coalition's goal should be broader than your individual organization's purpose. And remember, collaborative effort can help you do both: achieve your organization's goals and provide institutional change within your community.

Once you know what you want to achieve and have identified your strengths, you can support the coalition to achieve its shared purpose. For a strong, unified foundation, keep the following in mind:

- The coalition is working toward distinct outcomes on a single issue.
- You can mobilize others to align with the coalition's mission.
- Coalitions are founded on trust, respect and a commitment to collaborate.

Not sure if you are ready? Use these discussion resources (in the appendix) to evaluate whether a coalition could work for you:

- Building or Enhancing a Coalition: Case-Making
- Building and Strengthening Coalitions: Next Steps

## 2. Build your core team

One of the most important tasks in building a coalition is determining the leadership group, a steering committee that will provide oversight and guidance to members. The steering committee creates and maintains aligned action focused on attaining the coalition's mission. The responsibilities may include:

- Goal setting
- Identifying gaps and solutions, including resources
- Monitoring progress
- Setting priorities for new work
- Catalyzing efforts

The leadership group should include diverse organizations that represent the larger community. In many communities, this includes the government shelter, a large humane society or other private shelter, key rescue groups, resource organizations and spay/neuter clinics.

For example, the steering committee for the Safe Coalition in Nashville (see the case study in the appendix) is made up of Metro Animal Care & Control (government shelter), the Nashville Humane Association (private shelter), the Pet Community Center (spay/neuter clinic), Crossroads Campus (private shelter) and Best Friends. Another example of a diverse coalition is the Baltimore Animal Welfare Alliance (BAWA). This coalition includes five major animal welfare organizations within Baltimore: the Baltimore Humane Society, the Maryland SPCA, Baltimore Animal Rescue and Care Shelter, Baltimore City Animal Control and the Baltimore County Animal Control Division.

After creating your steering committee, develop a charter that outlines the roles, responsibilities and business functions of the coalition. In the appendix is a [sample coalition charter](#) that outlines the key elements needed in a charter. This document will serve as a guide to maintain focus on the purpose of the coalition. You can see how a steering committee supports the [bylaws](#) for the Safe Coalition in Nashville by looking at Article III under Governance in the Safe Coalition bylaws document in the appendix.

### 3. Define your purpose

Much of a coalition's success lies in establishing a firm foundation by developing a well-written mission statement that identifies a key purpose for your collective work. Ask yourself, "Exactly what are we trying to do here?" A precise definition of your purpose is tremendously powerful. Your mission statement will guide the coalition's work, support decision-making and help get your message across to the public. A successful mission statement will be:

- Brief (one or two sentences)
- Clear and positive in tone
- Action- and results-oriented
- Motivational to people who will support your work

Although this may be similar to your individual organization's mission statement, the coalition's mission statement must be distinct and specific, and capture the main goal of participating members. These strong coalition mission statements are examples of the focus on collaboration and collective work:

- North Carolina Animal Federation: Advance professional development, legislative participation and education for animal organizations in North Carolina.
- Colorado Federation of Animal Welfare Agencies: Advancing collaboration, advocacy and professional development within the Colorado animal welfare community.
- Virginia Federation of Humane Societies: Leads an alliance committed to providing mutual support and to acting collectively as the voice for animal welfare in Virginia.

Our vision is to be the leading advocate for ending unnecessary euthanasia of cats and dogs and advancing animal welfare throughout the Commonwealth of Virginia.

Another important element to convey is the focus on lifesaving. The commonly accepted benchmark for having achieved no-kill status is when 90 percent of all animals (without regard to age, behavior or subjective assessments of “adoptability”) entering all shelters within a community are either returned to their owners, re-homed or returned to their outdoor niche in the community. The coalition’s mission statement should capture this purpose and indicate how members intend to achieve it within the community. The following individual organizations demonstrate ways to emphasize lifesaving in a mission statement:

- Austin Pets Alive: To promote and provide the resources, education and programs needed to eliminate the killing of companion animals.
- LifeLine Animal Project: To end the euthanasia of healthy and treatable animals in metro Atlanta shelters. (At the core of our mission to end shelter euthanasia is the desire to improve the lives and standards of care for animals in our community.)
- Kansas City Pet Project: To end the killing of healthy and treatable pets in Kansas City, Missouri, by using the most progressive and lifesaving programs and promoting effective animal control policies.
- Paws for Life Utah: With a vision to end animal homelessness and euthanasia, our mission is to rescue and find loving homes for shelter pets. Through community partnerships, education and adoption events, we inspire community action and compassion on their behalf.

The second step for laying a foundation is to establish common values and principles under which the coalition will operate to achieve its mission. A coalition should include a diversity in its membership that is representative of the larger community. These three elements will help ensure that members feel respected and included:

- Equity
- Transparency
- Mutual benefit, so everyone wins

The coalition’s values can incorporate these basic elements as a guide for members and further specify its role in the community. For example, the Baltimore Animal Welfare Alliance consists of five major animal welfare organizations in the city. Some of these organizations’ values emphasize the elements listed above:

- Work together to save the lives of companion animals with the goal of creating a community where no healthy or treatable animal is euthanized due to the lack of a home.
- Foster mutual respect for all members and recognize that, while members share our interest and passion for animal welfare, our methods may be different.

- All members participate in achieving the mission, realizing that our vision is shared by all members and is not just the dream of a few.

## 4. Quantify your mission

You know your purpose and have defined your mission, but where do you begin? Data is the key to saving more lives in your community. You must build your mission around data and use the information to target the most at-risk animals. The idea of gathering data can be overwhelming, but asking the right questions to identify areas of need will be a big help.

### **Where are animals dying in your community?**

The answer to this is (most often) the municipal shelter. We encourage you to work with your community's open admission shelter or government shelter to at least obtain the most recent year's data. Shelter Animals Count ([shelteranimalscount.org](http://shelteranimalscount.org)) is a great place to gather summary-level data from shelters across the country (see Data Tab, Explore the Data).

### **What type of support network exists for the shelter?**

Gather data on shelters and rescue groups that transfer animals from the municipal shelter. This information will help identify potential rescue partners to help pull shelter animals to increase live outcomes. You can start by asking your local shelter which rescue groups pull animals and to what degree. Also, check Shelter Animals Count or any other state-required shelter and rescue group reporting. A basic Google search of local organizations' websites can provide a lot of preliminary data.

### **Does the public have access to affordable spay/neuter and wellness services?**

A high number of deaths in shelters is sometimes a direct result of high intake from a community's underserved areas or neighborhoods with limited resources for people with pets. Try to get an understanding of what types of services are currently provided, where to access them and whether those services are meeting the demand.

In addition to gathering the above data, it's also important to dig deeper. Remember, the more data you have, the more informed and targeted your strategies will be. Consider getting the following data:

- Intakes by zip code
- Reasons for surrender
- Reasons for euthanasia
- Neonatal statistics

A lot of this information can be obtained by contacting your local shelter and asking for more detailed information or a raw shelter data report. Even better, ask your local municipal shelter to join your coalition and steering committee. It all goes back to working together to save the most lives. After you've gathered the data, use it to identify gaps and potential solutions. Gap analysis reveals the areas where the coalition is most needed.

## 5. Decide whether you want to incorporate

The decision about whether to incorporate is not the same for everyone. For coalitions deciding against forming a separate organization, such as a registered 501(c)(3), operating under the direction of a steering committee may be preferable. For example, you could create an informal voluntary association of organizations (like the Safe Coalition in Nashville) without having to incorporate. This method can be useful for coalitions with short-term missions (such as bringing a community to no-kill in two years). However, this model can also be adopted by long-term coalitions.

Even without incorporating, a new coalition must still be careful to provide defined documentation (such as a charter, bylaws and a memorandum of understanding, examples of which are in the appendix) to clearly outline how the group will function. Incorporating as a 501(c)(3) has several important benefits, such as lending credibility to your work and ensuring proper separation between the coalition and its members. Once your group obtains 501(c)(3) nonprofit status from the IRS, donors of goods, services or money can claim their gifts against their taxes, which can have the effect of increasing gift amounts. If your coalition decides incorporation is best for its members, here's an overview on how to do it.

Tax-exempt, nonprofit, 501(c)(3) status is acquired by filing the necessary forms with the Internal Revenue Service (IRS). You must incorporate as a nonprofit organization in your own state before applying for 501(c)(3) status. Start by registering the corporate name and gathering the necessary paperwork. Name registration and incorporation paperwork is usually available from your secretary of state or corporation commission. Forms for filing your 501(c)(3) application are available from the IRS. You may also be required to file with your state for a certificate that allows you to solicit donations and be exempted from sales tax. This is often done through the attorney general's office.

You can call your state's house of representatives to get the phone numbers for the offices of your secretary of state and attorney general. Ask for the following information:

- Registering a corporate name
- Incorporating a nonprofit
- Any other regulations that apply to charitable nonprofit organizations

You can also call the IRS at 800-TAX FORM or visit its website at [irs.gov](https://www.irs.gov).

Once you have completed the necessary paperwork, the nonprofit status may take about three months to obtain. You will be issued a three-year provisional tax-exempt status, which is subject to fulfilling IRS requirements, such as submitting a Form 990 each year, a form that details the money taken in and spent on behalf of the charity.

It is important to keep good financial records, because without them your nonprofit status could be revoked by the IRS. After three years (when the IRS is satisfied that you are running a legitimate nonprofit), you will be granted permanent 501(c)(3) status.

## 6. Run your “business”

Whether your coalition is just getting started or is a full-fledged 501(c)(3) nonprofit, a business mindset is crucial to keeping members focused on the mission. But how do you decide who you invite to participate in the coalition? This isn't a game of favorites, but rather an important task to understand who is dedicated to achieving no-kill in your community and who is able to support the coalition.

Best Friends typically limits coalition participation to 501(c)(3) animal welfare organizations and government-run shelters that provide services in the coalition's community. You can also involve community businesses and individuals as supporting members. They would not be eligible for coalition grants and programs, but they can be valuable supporters, and keeping them well-informed can benefit the organization. A membership memorandum of understanding or coalition agreement is an excellent way to clearly outline criteria, expectations and the coalition's goals. The appendix has a sample coalition agreement that includes the following common elements:

- Mission and structure, including the governance body or steering committee
- Who is eligible, what they receive and what their responsibilities are
- “No bash, no trash” clause, which means a member cannot publicly disparage other coalition members
- Requirement to follow laws and not have a criminal record
- Requirements for data reporting and transparency (Hint: A great asset is Shelter Animals Count, which has a coalition builder tool to invite members into your virtual coalition, so you can collect and report on aggregate data.)

For members, the first meeting is the most important, because this is when you'll establish credibility and explain the coalition's purpose. During the meeting, discuss your mission, your goals and the responsibilities of coalition members. Be sure to be positive and let everyone know that they can make a difference and that the mission is achievable. Here are some tips to organize a successful meeting:

- State in one or two sentences exactly what you would like your meeting to accomplish.
- Prepare a written agenda.
- Set time limits for each item on the agenda and provide each attendee with a written copy of the agenda.
- Set ground rules and appoint a strong but fair chairperson, whose job is to maintain focus and order and prevent the meeting from degenerating into a series of cute animal stories or war stories. The time to chat is after the meeting ends. (Don't underestimate the value of including time for people to get to know each other informally after the meeting ends. This is when many valuable and long-lasting connections are made.)
- Arrange follow-up. Note action items and be sure to act on them.

Marketing and communications is another important element that will help maintain unity within a diverse group of organizations. Each organization's mission and values are different and, similarly, the coalition's branding and messaging should be unique.

Lots of free and low-cost resources are available to help with digital marketing. For example, you can use WordPress or Wix to set up a free website using a template and add some custom graphics from the free design site Canva. Then you can share it on the coalition's Facebook page (also free to set up). Your website and social media efforts will help build your audience and develop an email list. The Best Friends Network uses MailChimp, which is easy to use, and it's free to maintain lists with 2,000 subscribers or less. It also includes an email sign-up form, simple templates, audience management and metrics.

Open and honest communication is one of the most effective ways to build and maintain trust with your audience. Remember, you'll be communicating with coalition members, the public and media. Media relations will allow you to develop an ongoing relationship with your audience through various media outlets or information channels. It's important to keep messaging consistent — even when the audience and calls to action change. This applies to everything, from meetings with members to monthly newsletters. When in doubt, go back to your mission statement and consider whether what you're communicating is aligned with the values and goals you originally established for the coalition.

## **7. Have financial sense**

Effective and consistent fundraising will give your coalition a financial foundation. With a proper plan in place, fundraising doesn't have to be overwhelming. Of course, you must develop a budget, which not only is required by the IRS, but large donors typically want to review your budget before granting funding. Use your goals as a starting point for estimating

expenses. When your budget is complete, you can clearly see how much you'll need to raise in terms of financial resources so that fundraising can begin.

The resource “Animal Fundraising Ideas: Boost Your Doggie Dollars and Kitty Cash” (go to [bestfriends.org/resources/for-shelters-and-rescuers](https://bestfriends.org/resources/for-shelters-and-rescuers)) provides a range of fundraising strategies and ideas on how to get started. The first step is setting a goal using the SMART (specific, measurable, achievable, realistic, time-bound) standard and then setting up a plan that includes several fundraising strategies from a variety of groups, such as members and volunteers, community members, and businesses and foundations.

Transparency is paramount when it comes to financial information. Make sure you're talking to your members about coalition spending, as well as providing clear documentation in your meeting minutes about all financial decisions. If your coalition is incorporated, it's even more imperative to ensure that there is adequate tracking and reporting on spending — something that a 501(c)(3) status is dependent upon.

If you are not incorporating, you may want to explore a donor-advised fund to house coalition funding. Donor-advised funds are accounts where you can raise money and make recommendations for grant disbursements that have the added benefit of business support. Many times, the charitable fund will handle all administrative aspects of donation receipts and grant disbursements. National and local donor-advised funds are available. See the Safe Coalition in Nashville case study in the appendix for an example of a national fund, and check with your local community foundation to see about possible options that may work for your coalition.

Grant programs for coalition partners are one of the best ways to incentivize aligned action among your members to achieve goals. You can offer grant programs to organizations that provide services to help you strategically accomplish your goals. Here are some examples:

- Rescue incentive programs: Stipends to coalition members to pull animals from the local shelter
- Requests for proposals (RFPs): Open application grant programs to incentivize specific actions from your members
- Grant agreement: A contract between the coalition and the grant recipient that outlines funding details, program expectations and reporting requirements

We have used each of these in Best Friends' NKLA Coalition. Check out these sample documents in the appendix for more information:

- Rescue incentive guidelines
- Operations grant request for proposals
- Spay/neuter grant request for proposals
- Grant agreement

Note: These documents are continually refined over time as the programs change. Feel free to use them as examples, but make sure to craft documentation specific to your coalition’s mission and goals. Also, see the Safe Coalition in Nashville case study in the appendix for an example of key programs.

## 8. Keep the momentum going

Congratulations! You’ve made it through the basics of starting a coalition in your community. Take it step by step and be open to support from others. One of the best parts of working collectively is not having to go it alone. We can all do more when we work together. Here are some final considerations to keep the momentum going:

- Host regular membership meetings, and be transparent and engaged.
- Spread the word and involve the community in your efforts.
- Maintain ongoing assessment and allow for course correction.
- Share the successes and challenges of the coalition.
- Join the Best Friends Network ([network.bestfriends.org](http://network.bestfriends.org)) for professional advice and tips from our team of specialists, support for implementing new programs and more.
- Engage with the Best Friends Digital Community ([network.bestfriends.org/community](http://network.bestfriends.org/community)) to share your expertise and learn about other coalitions.

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## Building or Enhancing a Coalition: Case-Making

### Best Friends Regional Meetings Breakout Group Discussion Guide

Team members \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note-taker \_\_\_\_\_

As a group, discuss the following. Use the back of this sheet for notes.

#### Benefits

What are the characteristics of a coalition that is truly fulfilling its potential? What does a successful coalition look like?

What could/does my shelter/organization gain by participating in a coalition?  
(Consider the financial and political benefits as well as the benefits in terms of volunteers, public awareness and, of course, lifesaving metrics.)

What could/does our community gain from a coalition effort?  
(Consider the financial and political benefits as well as the benefits in terms of volunteers, public awareness and, of course, lifesaving metrics.)

#### Barriers

What are (have been) the possible objections? How would we respond to them?

What are (have been) the risks for my shelter and for the community?

What are (have been) the other possible barriers for my shelter and for the community?

Benefits	Discussion notes
What does a successful coalition look like?	
What would my shelter/organization gain by joining a coalition?	
What would our community gain from a coalition effort?	
Barriers	
What are the possible objections? How would we respond to them?	
What are the risks for my shelter and for the community?	
Other barriers?	



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## **Building and Strengthening Coalitions**

### **Best Friends Regional Meetings Breakout Group Discussion Guide**

Name(s) \_\_\_\_\_

Organization \_\_\_\_\_

**My recommended next step is ...**

Do we want to pursue being part of a coalition, or strengthen or shift the practices of the coalition in which we are currently participating? If so, with which organizations do we want to partner?

**With whom do I need to talk to pursue this strategy?**

Who are the decision makers and influences?

**What information do I need to make this case?**

What information do I need from Best Friends or from elsewhere in the community?

**Which tools should I develop or utilize?**



**Safe Coalition** in Nashville, Tennessee

<http://www.safe-coalition.org/>

**Mission:** To build and sustain a community that saves all healthy and treatable cats and dogs in Metropolitan Nashville and Davidson County (Metro).

**Vision:** To create a community where 90 percent or more of the dogs and cats in Metro are saved by the end of 2018.

**History:** In 2016, a group of key stakeholders in Nashville came together to form an ad-hoc animal welfare advisory committee at the request of Mayor Megan Barry. This committee was charged with determining how Nashville could accomplish 100 percent safe placement of all healthy and treatable animals. One outcome was the recommendation to form a coalition that would continue the work of the ad-hoc committee. Best Friends Animal Society was asked to lead this effort, and in June of 2017 we began the work of building the coalition.

**Structure:** The coalition is an unincorporated voluntary association governed by a steering committee, as outlined in the bylaws. This is not a Best Friends program. It's a community-owned and operated initiative, with Best Friends providing leadership assistance in the initial phases.

**Steering committee:** Initial steering committee is made up of representatives from five organizations: Best Friends Animal Society, Metro Animal Care and Control, Nashville Humane Association, Pet Community Center, and Crossroads Campus. As the governing body of the coalition, the steering committee is responsible for:

- Developing the bylaws and other documentation
- Defining goals and program priorities
- Seeking funding for coalition activities
- Disbursing funds by awarding grants to partners
- Reporting back to the coalition

**Membership:** Open to animal welfare organizations providing services in Metro and operating as a 501(c)(3) nonprofit organization or government animal shelter. Members must agree to:

- Align with coalition mission
- Respect the coalition and each other (non-disparagement)
- Be dedicated to transparency

Members receive:

- Presence on coalition website
- Access to steering committee for guidance
- Eligibility to apply for receive coalition funding

**Key programs:** Our goal is to reach at least a 90 percent save rate at Metro Animal Care and Control (MACC) by the end of 2018. To that end, we're focusing our efforts on awarding grants to coalition partners to help with the following:

- Adult cats through working/barn cat program
- Underage kittens (up to eight weeks)
- Targeted spay/neuter
- Pet retention services

We are directly working with MACC to support the following programs:

- Rescue pull incentive program
- In-shelter behavior support
- Safety net program

### **Timeline:**

**June 2017** – Form the steering committee and have first meeting. Steering committee meets monthly and will eventually transition to quarterly meetings once work is underway.

### **Accomplishments in the first six months:**

- Established structure, bylaws, and memorandum of understanding
- Defined mission and vision
- Analyzed shelter statistics to determine key programs for 2018
- Held an info meeting for local groups to learn more about the coalition
- Built the coalition website
- Finalized details of the grant program to launch in January 2018

### **Ongoing work for 2018:**

- Launch partner grant program in January.
- Kick off awards and programs by end of March.
- Hold public launch party by mid-2018 to announce the work of the coalition.
- Monitor progress on achieving the goal of at least a 90 percent aggregate save rate at MACC in 2018, while adjusting programs as needed to meet the goal.
- Meet quarterly with coalition partners to report back progress.

**Financials:** Because the Safe Coalition is not a 501(c)(3), it cannot have its own bank account. To house coalition funding, the Steering Committee established a Collective Giving Account (CGA) with a public charity that provides total management of charitable giving through donor advised funds. They define a CGA as:

"a charitable vehicle that can be established by individuals, families, organizations or small groups that want to raise funds as a group, or from multiple individuals and foundations for the purpose of supporting charitable organizations."

All contributions to the Safe Coalition CGA are tax-deductible, and the public charity provides tax receipts to donors, manages the funds in the account, and completes all due diligence on grant

distributions. Two Steering Committee representatives serve as authorized signers on the account, and their responsibility on behalf of the Coalition is outlined in the Bylaws. Please reach out to us for the name of the public charity.

## Sample Coalition Charter

### Role

The role of the [NAME] Coalition Steering Committee is to help catalyze the overall vision and create the road map to achieving no-kill in Xxxxx community. This is the leadership group that will work together to achieve this historic goal by driving community-wide engagement, building strategies, and supporting local coalition members to create aligned action.

### Responsibilities

- Build the road map to get Xxxxx community to no-kill
- Identify gaps and solutions, including resources
- Set goals
- Monitor progress community-wide
- Set priorities for new work
- Catalyze efforts

### Meeting Frequency

Proposed monthly phone meetings and bi-annually in person (will attempt to piggyback on other scheduled events when possible).

### Term Limits

Proposed term limits of xxxx.

### Duties

Duties of chairperson:

- Setting agenda
- Running steering committee meetings
- Being a spokesperson

Duties of vice-chair: Filling in for chair, xxx

Duties of secretary: Preparing meeting minutes, xxx

### Decision Making

### Membership

**BYLAWS OF THE SAFE COALITION**

**ARTICLE I  
NAME**

The name of this association is THE SAFE COALITION (the "Coalition")

**ARTICLE II  
PURPOSE AND OBJECTIVES**

1. The mission of the Coalition is to build and sustain a community that saves all healthy and treatable cats and dogs in Metropolitan Nashville and Davidson County ("Metro").
2. The vision of the Coalition is to create a community where 90% or more of the dogs and cats in Metro are saved by the end of 2018.
3. The purpose of the Coalition is to bring together leading animal welfare organizations in Metro to collaborate in developing and directing the implementation of strategies to achieve the mission of the Coalition. The Steering Committee is the leadership group that will work together to provide oversight and guidance to Coalition members to create aligned action.
4. The Coalition's key strategies will be:
  - a. Noses In: See fewer dogs and cats entering Metro shelters.
  - b. Noses Out: See more dogs and cats who enter Metro shelters receive positive outcomes.
  - c. Collaboration: Engaging the rescue community, shelter community, civic representatives and the public in working together to share responsibility, information, resources, and tactics to achieve the Coalition's mission.
5. The Coalition is a voluntary association of animal welfare organizations. The Coalition does not exist as, nor do the parties intend to form by virtue of their association, a separate legal entity. Each Coalition member maintains its own independent status as a stand-alone 501(c)(3) organization or government entity. No member of the Coalition is authorized to bind any other member entity to any contract or to act as agent for any other member. These bylaws are not intended to create a joint venture, partnership, corporation, or other legal entity.

**ARTICLE III  
GOVERNANCE**

1. The Coalition shall be governed by a Steering Committee which shall provide

- direction for the Coalition, consider issues and questions that arise, and oversee the work of the Coalition. The Steering Committee shall possess and exercise all powers, duties, rights and responsibilities necessary to conduct the business of the Coalition.
2. The Steering Committee may establish other ad hoc committees as it deems necessary, including but not limited to coalition management and programming.
  3. The Steering Committee shall initially be comprised of one representative appointed by each of the following five (5) Coalition members, each of whom shall have one vote:
    - a. Metro Animal Care and Control
    - b. Nashville Humane Association
    - c. Crossroads Campus
    - d. Pet Community Center
    - e. Best Friends Animal Society
  4. A majority of the Steering Committee shall constitute a quorum sufficient for the transaction of business. Although the Steering Committee shall endeavor to make decisions on the basis of consensus, if consensus cannot be reached a majority vote shall be sufficient to authorize action.
  5. No earlier than September 30, 2018, the Steering Committee may be expanded to not more than nine (9) members, subject to the approval of a majority of the Steering Committee.
  6. The Steering Committee shall meet at least quarterly, and no more often than monthly, unless otherwise agreed.
  7. The Steering Committee shall appoint members to fill the following roles: Chair, Vice-Chair, Treasurer and Secretary.
    - a. The Chair shall be responsible for running meetings, ensuring order, and otherwise managing the day-to-day needs of the Coalition.
    - b. The Vice-Chair shall be responsible for carrying out the duties of the Chair in the Chair's absence, and otherwise assisting the Chair as requested.
    - c. The Secretary shall be responsible for keeping the records of the Coalition, for the recording of all votes and for performing all duties incident to that office. The Secretary may delegate all or a portion of the secretary's responsibilities if needed.
    - d. The Treasurer shall be responsible for apprising the Steering Committee of decisions relating to grant-making and recommendations for distribution of fund amounts, as per Article V of these Bylaws, and for keeping Coalition members regularly updated regarding fund finances.
    - e. The Vice-Chair and Secretary roles may be filled by the same person.

8. The term(s) of Steering Committee members shall be as follows.
  - a. The Chair shall serve a two-year term, through September 30, 2019;
  - b. The Vice-Chair shall serve a one-year term, through September 30, 2018, and thereafter shall serve two-year terms;
  - c. The Secretary shall serve a one-year term, through September 30, 2018, and thereafter shall serve two-year terms;
  - d. The Treasurer, shall serve a two-year term, through September 30, 2019;
9. Vacancies in the Steering Committee prior to the expiration of that particular member's term shall be filled by majority vote of the remaining members of the Steering Committee. The replacement member shall serve until the end of the original member's term.
10. Steering Committee members shall not be paid or compensated by the Coalition for their service.

**ARTICLE IV  
MEMBERSHIP AND MEMBERSHIP MEETINGS**

1. Membership Categories. There shall be two categories of Coalition members: nonprofit 501(c)(3) animal welfare organizations and governmental animal shelters providing services in Metro.
2. Membership Requirement. All Coalition members shall be required to sign a Memorandum of Understanding developed and approved by the Steering Committee evidencing the member's understanding of the rules and expectations governing Coalition membership.
3. Members may withdraw from the Coalition at any time.
4. Membership may be terminated by majority vote of the Steering Committee, if it determines that the Coalition member is not fulfilling its obligations under the Memorandum of Understanding or is otherwise engaged in conduct detrimental to the accomplishment of the Coalition's mission.

**ARTICLE V  
COALITION ASSETS AND GRANT-MAKING ACTIVITIES**

The Coalition shall not hold any properties, monies, or other assets separate and apart from those of its members. Notwithstanding the foregoing, the Steering Committee may establish a community giving fund or similar vehicle, and appoint representatives to act as advisors to that fund. The fund may be used as a means of holding and distributing donor contributions made in support of the mission of the Coalition. Ownership of fund assets, is, at all times, with the fund, with assets to be distributed by the fund per the

recommendations of the Coalition's appointed representatives, consistent with fund rules, requirements, and restrictions. The Steering Committee shall be responsible for ensuring that appointed advisors adhere to the Steering Committee's guidance regarding grant-making and other distribution recommendations.

**ARTICLE VI  
NONPARTISAN ACTIVITIES**

The Coalition shall be nonprofit and nonpartisan. The Coalition shall not engage in political or lobbying activities that cannot be performed by its individual members or which are otherwise prohibited by section 501(c)(3) of the Internal Revenue Code or other applicable law governing non-profit corporations. More specifically, no substantial part of the activities of the Coalition shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Coalition shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

**ARTICLE VII  
AMENDMENTS**

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the favorable vote of a majority of the Steering Committee at any regularly scheduled and noticed meeting of the Coalition for which notice of the intent to amend said Bylaws has been given. Notwithstanding the foregoing, these Bylaws may not be amended in any manner incompatible with the then-current Internal Revenue Code rules and regulations governing non-profit corporations as such would be incompatible with the restrictions imposed on its members.

**Adopted by the Steering Committee of the Safe Coalition on the 17th day of November, 2017.**



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## SAFE Coalition Memorandum of Understanding

The SAFE Coalition (“Coalition”) is an unincorporated and voluntary association of animal welfare organizations in Metropolitan Nashville and Davidson County, Tennessee (“Metro”). A Coalition member is an animal welfare organization providing services in Metro and operating as a 501(c)(3) nonprofit organization or government animal shelter.

By entering into this Memorandum of Understanding (“MOU”), the undersigned nonprofit organization or governmental entity agrees to become a member of the Coalition (“Coalition member”) on the terms set forth herein.

### 1. Mission of the Coalition

To build and sustain a community that saves all healthy and treatable cats and dogs in Metro.

### 2. Legal Structure and Governance

The Coalition does not exist as, nor do the members intend to form, a separate legal entity by virtue of this MOU. Each Coalition member maintains its own independent status as a 501(c)(3) nonprofit organization or government-run animal shelter. No member of the Coalition is authorized to bind any other member to any contract, instrument or other document or to act as agent for any other member. This MOU is not intended to create a joint venture, partnership, association, corporation, or other legal entity.

The Coalition shall be governed by a Steering Committee consistent with the Coalition's mission. The Steering Committee is further described in paragraph 5. Below.

### 3. Coalition Membership

Coalition membership includes:

- A presence on the Coalition website, if created, including:
  - Opportunity to post information about upcoming events and fundraisers
  - Link to Coalition member's profiles of adoptable cats and dogs
- When appropriate, the ability to apply to receive funding from the Coalition to carry out programming in alignment with the Coalition's mission
- Access to the Steering Committee for the purpose of recommending new programs and projects, airing complaints and resolving disputes between Coalition members

- Opportunity to participate in fundraising activities and events for the purpose of generating revenue for Coalition programs

#### **4. Obligations and Commitments of Coalition Members**

In furtherance of the mission of the Coalition, Coalition members commit and agree as follows:

- Despite the current reality, Coalition members are working toward a goal that no cat or dog in the care, custody, or control of the Coalition member is euthanized other than when a veterinarian has determined that the animal has no chance of recovering an acceptable quality of life, or the animal's behavior doesn't allow him/her to be a candidate for rehabilitation.
- To ensure that no cat or dog in the care, custody, or control of the Coalition member is bred or used for breeding purposes.
- To respect, support and promote the activities of the Coalition members and programs.
- To make no public statements disparaging other Coalition members or the programs of the Coalition.
- To bring Coalition program complaints or disputes to the attention of the Steering Committee.
- To allow representatives of the Steering Committee responsible for the administration of the Coalition program access to adoption, spay/neuter, or other records when requested and as needed to verify activity for which an adoption subsidy or other request for grant funds is claimed.
  - All such information will remain confidential and will not be used or made available to other Coalition members or any other person for fundraising, mailing or any other unauthorized use.
    - Notwithstanding the confidentiality of these records, nothing shall prohibit other Coalition members from mailing, soliciting, or otherwise seeking to raise funds from individuals who — through other legitimate means — appear on the mailing lists or in the databases of multiple Coalition members.
  - Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law regarding access to government records.
- To allow representatives of the Steering Committee responsible for the administration of the Coalition program access during normal business hours in a manner that does not

disrupt operations to facilities housing cats and dogs. Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law.

- To report all cat and dog intake and disposition data monthly via the Shelter Animals Count (SAC) website. This includes opting in to sharing data publicly and acceptance of invitations to participate in the SAFE Coalition tool in the SAC database.

## 5. Steering Committee

The Coalition will be governed by a Steering Committee. The Steering Committee will initially be comprised of one representative from each of the initial five Coalition members.

The Steering Committee will provide leadership in the following ways:

- Develop bylaws or other documents governing the operations of the Coalition and its Steering Committee, including:
  - Appointment and replacement of Steering Committee members;
    - Each member of the Steering Committee shall have one vote;
      - Voting member organizations may have up to two representatives in attendance at Steering Committee meetings, but one shall be designated as the voting member, and must be in attendance to vote.
  - Attendance requirements;
  - Term limits;
  - Creation of sub-committees
- Define the process for program prioritization, ensuring that all decisions are made in alignment with the broader mission of the Coalition. This includes creating a process for distribution of funds.
- Define the decision-making approach (a simple majority vote or some other form).
- Determine the best mechanism for raising, holding, and disbursing funds consistent with the Coalition's status as an unincorporated voluntary association.
- Seek Coalition funding.
- Disburse funds through grants that measurably align with the mission and vision of the Coalition.

- Develop a Coalition funding protocol for members of the Steering Committee.

#### **6. Use and Ownership of Intellectual Property**

Each Coalition member shall remain the sole owner of its intellectual property, including without limitation all trademarks, tradenames, copyrights, logos, trade secrets and other intellectual property and all physical manifestations thereof and associated therewith, and all customer and supplier lists, financial data, business plans, marketing plans, data and data bases and other proprietary information relating to the member's business, operations and practices. A Coalition member shall not be deemed to have acquired any interest in the same, other than the right to participate in the Coalition as provided for herein.

During the term of a member's participation in the Coalition, however, each Coalition member grants the Coalition a non-exclusive and royalty-free license to use such trademarks, tradenames, copyrights, logos provided by the member to the Coalition for use on the Coalition's website in furtherance of Coalition programs and as otherwise necessary to carry out the terms of this MOU.

#### **7. Termination of Coalition and/or Coalition Membership**

Coalition members may withdraw from the Coalition at any time upon written notice to the Steering Committee.

The Steering Committee, by majority vote of unaffected members, reserves the right to terminate a Coalition member's membership in the Coalition if, in its sole discretion, it determines that the Coalition member is not fulfilling its obligations as set forth in this MOU, or is otherwise engaged in conduct detrimental to the accomplishment of the Coalition's mission.

Upon withdrawal or termination of participation in the Coalition, the Steering Committee shall promptly, and in no event more than five business days following the effective date of termination, remove all information about the Coalition member from the Coalition website and cease to use the terminating member's intellectual and other property.

This MOU may be executed by means of electronic or handwritten signature. This MOU shall not be effective unless and until signed by authorized representatives of both the Coalition member and the Coalition.

Signatures submitted to the Coalition via facsimile shall be binding and may be relied upon by the Coalition to the same extent as an original.

By signing below, the members indicate they have read this MOU and intend to be bound by the commitments contained herein.

**Coalition Member**

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

*Must be director (or equivalent) of the organization.*

**Coalition Steering Committee Member**

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

*Must be a member of the steering committee.*

## Sample Coalition Agreement

The NAME Coalition ("Coalition") is an unincorporated association of animal welfare organizations in the X community. Coalition Member is a 501(c)(3) nonprofit organization or government animal shelter with a goal of ending the killing of healthy, adoptable animals in the X community. By entering into this Agreement, the undersigned nonprofit organization or governmental entity agrees to become a member of the Coalition ("Coalition Member") on the terms set forth herein.

### 1. Mission of NAME Coalition

The mission of the NAME Coalition is to use collaborative public and private partnerships to end the killing of healthy and treatable cats and dogs in X community's shelters and promote humane alternatives for community cats, ultimately attaining 100% safe placement of healthy and treatable pets.

### 2. Legal Structure and Governance

The NAME Coalition is a voluntary association of nonprofit organizations and government animal shelters working toward achieving the mission set forth in paragraph 2 above. It does not exist as, nor do the parties intend to form a separate legal entity by virtue of this Agreement. Each coalition member maintains its own independent status as a stand-alone 501(c)(3) organization. No member of the NAME Coalition is authorized to bind any other member entity to any contract or agreement or to act as agent for any other member. This Agreement is not intended to create a joint venture, partnership, association, corporation, or other legal entity.

The Coalition shall be governed by its Steering Committee, in the best interest of its members, goals and objective, in a manner consistent with the Coalition's mission.

### 3. Coalition Membership

Coalition membership includes:

- Presence on NAME website, if created, including:
  - Opportunity to post upcoming events and fundraisers.
  - Link to Coalition Member's adoptable animals.
- When appropriate, the ability to apply to receive funding from the Coalition to carry out programming in alignment with the Coalition's mission.
- Access to the Steering Committee for the purpose of recommending new programs and projects, airing complaints and resolving disputes between Coalition Members.
- Opportunity to participate in fundraising activities and events for the purpose of generating revenue for NAME programs.

### 4. Obligations and Commitments of Coalition Members

In furtherance of the mission of the NAME Coalition, Coalition Member commits and agrees as follows:

- Despite the current reality, Coalition Members are working towards a goal that no animal in the care, custody, or control of the Coalition Member is euthanized other than for irremediable suffering caused by a terminal illness or un-rehabilitable aggression.
- To ensure that no animal in the care, custody or control of the Coalition Member is bred or used for breeding purposes.
- To respect, support and promote the activities of the other NAME Coalition Members and the programs of the NAME Coalition.
- To make no public statements critical of other NAME Coalition Members or the programs of the NAME Coalition.
- To bring NAME Coalition program complaints or disputes to the attention of the Steering Committee.
- To allow representatives of the Steering Committee responsible for the administration of the NAME program access to adoption and spay/neuter records when requested and as needed to verify activity for which an adoption subsidy or other request for grant funds is claimed.
  - All such information will remain confidential and will not be used or made available to other Coalition Members for fundraising, mailing or any other unauthorized use.
    - Notwithstanding the confidentiality of these records, nothing shall prohibit other Coalition Members from mailing, soliciting, or otherwise seeking to raise funds from individuals who—through other legitimate means—appear on the mailing lists or in the databases of multiple Coalition Members.
  - Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law regarding access to government records
- To allow representatives of the Steering Committee responsible for the administration of the NAME program access to facilities housing animals, including unannounced visits. Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law
- To report all animal intake and disposition data monthly via the Shelter Animals Count website.

## 5. Steering Committee

The Coalition will be governed by a Steering Committee. Steering Committee will initially be comprised of representatives from between nine and eleven Coalition Members. Initial representatives of the Steering Committee shall be appointed by XXXXXXXX, with agreement of the Coalition Member.

The Steering Committee will provide leadership in the following way:

- Develop bylaws or other documents governing the operations of the Coalition and its Steering Committee, including:
  - Appointment and replacement of Steering Committee members;

- Each member of the Steering Committee shall have one vote;
  - Voting members organizations may have up to two representatives in attendance at Steering Committee meetings, but one shall be designated as the voting member, and must be in attendance to vote.
- XXXXXXXX shall have permanent voting membership on the Steering Committee;
  - Attendance requirements;
  - Term limits;
  - Creation of sub-committees
- Define the process for program prioritization, ensuring all decisions are made in alignment with the broader mission of the Coalition. This includes creating a process for distribution of funds.
- Define the decision-making approach (simple majority vote or some other form).
- Determine the best mechanism for raising, holding, and disbursing funds consistent with the Coalition's status as an unincorporated association.
- Seek Coalition funding.
- Disburse funds through grants that measurably align with the mission and vision of the Coalition.

### **6. Lead Agency Role**

Lead Agency will play the following role in the Coalition:

- Provide ongoing strategic input on priority programming based on community metrics.
- Serve as a voting member of the Steering Committee.
- Oversee initial coalition building logistics to include the following:
  - Creation, collection, and storage of Coalition agreements for general membership.
  - Convening and oversight of the initial steering and sub-committee participation including initial appointment of Steering Committee members and creation of participation documents.
  - Provide the initial draft of Coalition guidelines including but not limited to codes of conduct, media interaction policies, etc., for modification and approval of the Steering Committee.
  - Setting of initial Coalition meetings, agendas, tracking of minutes, etc., until the roles of the Steering Committee members are defined and accepted.

### **7. Fund-raising**

With the approval of the Steering Committee, Coalition Members may conduct and engage in targeted fund-raising activities in an effort to support the activities of the NAME campaign, including the support of the incentives and grants for Coalition Members described in paragraph 3, above. Such funds shall be maintained by Coalition

Member in a restricted fund and disbursed by Coalition Member only in support of the approved activities of the NAME campaign, as determined by the Steering Committee.

In the event Coalition Member terminates its participation in the Coalition prior to the expenditure of such restricted funds, Coalition Member shall promptly transfer such restricted funds to XXXXXXXX or another Coalition Member or account approved by the Steering Committee, which shall use such funds in support of Coalition Member activities and programs.

Any data collected as a result of such targeted fund-raising efforts (including donor or potential donor contact information) shall be the exclusive property of the Coalition Member, and any funds raised as a result of such targeted fund-raising efforts will be used in support of the NAME campaign—including the efforts of the NAME Coalition.

Any funds raised by Coalition Members on behalf of the Coalition will be disclosed to all Coalition members and funds distributed in the manner determined by the Steering Committee.

Coalition Members may also continue to engage in other fund-raising that is not specifically aimed at supporting the activities of the NAME campaign or Coalition.

#### **8. Use and Ownership of Intellectual Property**

Each Coalition Member shall remain the sole owner of its trademarks and all physical and intellectual property associated therewith, and all content, trademarks, brands, logos, symbols and other data associated with the same. Coalition Member shall not be deemed to have acquired any interest in the same, other than the right to participate in the NAME Coalition as provided for herein.

However, during the effective period of this Agreement, Coalition Member grants the Coalition a non-exclusive license to use such trademarks, brands, logos, and symbols on the NAME website in furtherance of the NAME programs and as otherwise necessary to carry out the terms of this Agreement.

#### **9. Termination of Coalition and/or Coalition Membership**

Coalition Member may withdraw from the NAME Coalition at any time.

The Steering Committee reserves the right to terminate Coalition Member's membership in the NAME Coalition if, in its sole discretion, it determines that Coalition Member is not fulfilling its obligations as set forth in this Agreement, or is otherwise engaged in conduct detrimental to the accomplishment of the Coalition's mission.

Upon termination of participation in the NAME Coalition, the Steering Committee shall remove Coalition Member from the NAME Website and take such other steps as are necessary to effectuate the termination within a reasonable time after providing or receiving notice of termination.

This Agreement may be executed by means of electronic or handwritten signature. This Agreement shall not be effective unless and until signed by authorized representatives of both Coalition Member and Coalition.

Signatures submitted to the Coalition via facsimile shall be binding and may be relied upon by the Coalition to the same extent as an original.

By signing below, the parties indicate they have read this Agreement and intend to be bound by the commitments contained herein.

**Coalition Member**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_  
(must be an officer of the organization)

Date: \_\_\_\_\_

**Coalition Steering Committee Member**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
(must be a member of the Steering Committee)

**Organization Contact Information**

**Public list:** Information that may be given out to the public

Organization name: \_\_\_\_\_

Telephone(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

Location: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Website: \_\_\_\_\_

**Private list:** Additional names, telephone numbers, email addresses that may be shared internally with other group members and shelters but not given to public. We will be compiling our email networking list using both public and private information.

Do you have a shelter or kennel facility? Yes \_\_\_ No \_\_\_

If Yes:

Street address: \_\_\_\_\_

\_\_\_\_\_

Hours of operation: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Do you use a foster network? Yes \_\_\_ No \_\_\_

If Yes:

Contact information for adoption inquiries:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Contact person: \_\_\_\_\_

Do you have a regular mobile adoption location? Yes \_\_\_ No \_\_\_

If Yes:

Name(s): \_\_\_\_\_

Location(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you do not have a kennel or shelter facility, foster network or mobile adoption location, please describe how you facilitate housing and/or adopting animals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT INFORMATION: Persons responsible for admission/transport of animals

DOG COORDINATOR: ADMISSION PERSON

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

CAT COORDINATOR: ADMISSION PERSON

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



### Safe Placement Incentive Guidelines

The mission of the Safe Coalition is to build and sustain a community that saves all healthy and treatable cats and dogs in Nashville and Davidson County, Tennessee. In order to achieve our goal of reaching a 90% or higher save rate for our community by the end of 2018, we are looking for coalition partners to pull at-risk animals from Metro Animal Care and Control (MACC).

#### Current Realities

According to our projections, MACC will see approximately 6,000 dogs and cats enter its facilities during the 2018 calendar year. To achieve a 90% save rate, we need to ensure that we're increasing our targeted work, and save about 350 more animals in 2018 than we saved in the previous year. Increasing live outcomes by engaging community rescue organizations will have a direct impact on increasing the overall save rate.

#### Target Population (Eligible for Program) and Incentive Payments

Eligibility can be confirmed by MACC staff. Please speak to their front desk staff if you have questions about whether an animal qualifies for the incentive.

Category	Description	Incentive Amount
Pit bull or pit mix dogs	Dogs over 40 lbs. that have pit bull characteristics.	\$200 / dog
Underage kittens	Kittens up to 8 weeks of age.	\$50 / kitten
Working or barn cats	Adult cats suitable for barn or working cat placement program.	\$100 / cat
Return-to-field cats	Cats eligible for TNR and return-to-field program, to be returned to their outdoor home after spay/neuter.	\$50 / cat
Alert list dogs or cats	Animals needing extra behavior or medical support, or general hard-to-place animals as identified by MACC.	\$200 / animal
Direct intake referrals	Any animals meeting the above categories will also qualify for an incentive if they are referred directly from MACC's intake desk to the partner (i.e., a MACC impound is prevented due to partner taking animal).	See amounts above

*If an animal qualifies for more than one incentive category, you will only be paid for the highest subsidy category for which the pet qualifies.*

### **Program Requirements for Rescue Incentives**

- 1) Must be pulled and tracked through MACC's rescue tracking — meaning that the group is required to be an approved MACC rescue partner and report according to their program requirements.
- 2) Must be tracked through the Safe Coalition tracking sheet, due on the 10th of every month for the previous month. Incentive checks will be issued on a monthly basis. *Groups who do not utilize their tracker will not receive rescue incentives. No late submissions or back-dating will be permitted.*
- 3) Group must maintain an adoption rate of 50% of the animals they pull monthly to ensure that they are not pulling more dogs or cats without placing pets into adoptive homes. Safe Coalition will notify a group of suspension of the subsidy program if this occurs, until the group is caught up with pulls.

### **Requirements for Subsidy**

- Applicant must be a member of the SAFE Coalition prior to applying.
- Partner will be required to submit monthly reports, due by the 10<sup>th</sup> of the month, on a pre-designed template to be provided by Safe Coalition.
- Must remain in good standing as a Safe Coalition partner and a MACC rescue partner.
- The Safe Coalition Partner logo must be present on the group's website.
- Applicants that receive operating or spay/neuter grants will not be eligible for rescue incentives for the same category of animals for which they are receiving grants.



**SAVE THEM ALL**

## **NKLA Coalition 2018 Operations Grant Request for Proposals (RFP)**

Best Friends Animal Society recognizes that only together can we Save Them All. We are looking for groups to send us proposals for unrestricted grants to help increase lifesaving (noses out) or directly decrease intake (noses in).

### **Current Realities**

According to our projections, Los Angeles Animal Services will see 43,000-45,000 dogs and cats enter its facilities during the 2018 calendar year. To achieve a 90% save rate, we need to ensure we're increasing our targeted work (based on the populations listed below). To secure a 90% save rate, no more than 4,500 animals can be euthanized/die in care in a calendar year. Operational grants with significant lifesaving volume in the listed categories below will have a direct impact on increasing the overall save rate, thus pushing us closer to a 90%+ save rate for 2018.

### **Proposal Program**

Proposals are requested for LAAS or groups looking to increase their New Hope pulling or direct LAAS intake reduction for 2018 to help take on a portion of lifesaving or direct decrease in LAAS shelter intake.

### **Target Population for Grants**

1. Underage kittens (under 8 weeks, biggest population for impact as they are the lowest save rate and highest number killed at LAAS)
2. Adult cats (specifically working cats or cats not bonded to humans with programs fitting within injunction limitations)
3. Large dogs (over 40 lbs.)
4. Medical (animals needing extensive or immediate/urgent medical care)
5. Senior animals (8+ years)

### **Program Requirements for Operating Grants**

1. Must be cat or dog that is from one of the Los Angeles Animal Services six city facilities. Must be pulled and tracked through LAAS New Hope tracking — meaning that group is required to get tracking to LAAS in time frame and deadlines as listed in New Hope policy manual.
2. Must have ability to track intake reduction directly from Los Angeles Animal Services intake.

### Requirements for Application

- Applicant must be a member of the NKLA Coalition and in good standing prior to applying.
- Grants must follow requirements/qualifications specified above for either noses in or noses out.
- Applicant must be a participant in Shelter Animals Count.
- Will agree to all Best Friends reporting requirements on pre-designed template to be provided by regional engagement manager:
  - Monthly noses in/noses out tracking (created based on operational grant circumstances)
  - Detailed grant fund expenditures, receipts as requested (monthly)
  - Social media posts describing how the grant has helped with your lifesaving work (quarterly)
- NKLA Coalition Member badge must be present on group's website.

### Application Process

- All grant applicants must submit the following:
  - Webform [grant application](#)
  - [Grant project narrative](#) (send completed copy to [xxxxx@bestfriends.org](mailto:xxxxx@bestfriends.org))
- Applications and supporting documents are due September 30, 2017.
- Applications will be reviewed and a decision will be issued in late October 2017.
- All applicants are subject to a consultation with NKLA leadership to discuss grant proposal.
- Grants may be fully or partially funded based on how your RFP addresses "current realities."
- Applicant will be required to sign a grant agreement before funds are granted. A payment structure will be included in the contract.



SAVE THEM ALL

## NKLA Coalition 2018 Spay/Neuter Grant Request for Proposals (RFP)

Best Friends Animal Society recognizes that successful spay/neuter programs are an essential part of the solution to lowering shelter intake, especially in underserved communities in Los Angeles.

### Current Realities

According to current reports from Los Angeles Animal Services, those animals still dying at the highest rate are cats and large breed dogs (over 40 lbs.). With over 100 zip codes and a huge physical area across our city, it is imperative that we strategically focus our efforts to clearly demonstrate the impact of this work. We know that spaying and neutering works. We need to use these grants to secure hard data that shows the decrease in rates of cats and dogs entering shelters in underserved, high-intake areas of the city.

### Proposal Program

Spay/neuter grants will be awarded to organizations that provide surgeries to low-income households within the city of L.A., with an emphasis on the most at-risk types of animals and communities.

*Note: Spay/neuter grants will be awarded for surgeries ONLY. If you are a rescue group and want grant funds to assist with operational needs (staffing, marketing, supplies, etc.) related to spay and neuter (such as TNR programs), then please file for an operations grant.*

### Program Requirements for Dog Spay/Neuter Grants

#### Must meet all qualifications below:

1. Low-income households: Provider will present a simple waiver that a member of the public will sign to say he/she is low income.
2. ZIP code must be one of those identified as a top intake zip code for dogs (below).
3. Serve the highest-risk animals — dogs over 40 lbs. (current or projected if underage at time of surgery).

DOGS: Eligible Zip Codes							
90003	90011	90044	90047	91331	91342	91405	90731

### Program Requirements for Cat Spay/Neuter Grants

1. ZIP code must be one of those identified as a top intake zip code for kittens and cats (below).

CATS: Eligible Zip Codes							
90032	90044	90047	91331	91335	91342	91402	90744

### Requirements for Application

- Applicant must be a member of the NKLA Coalition and in good standing prior to applying.
- Surgeries must be for zip codes/qualifications specified above.
- Will agree to all Best Friends reporting requirements on pre-designed template to be provided by regional engagement manager:
  - Surgeries completed (monthly)
  - Detailed grant fund expenditures, receipts as requested (monthly)
  - Social media posts describing how the grant has helped with your lifesaving work (quarterly)
- NKLA Coalition Member badge must be present on group's website.

### Application Process

- All grant applicants must submit the following:
  - Webform [grant application](#)
  - [Grant project narrative](#) (send completed copy to xxxxxxxx@bestfriends.org)
- Applications and supporting documents are due September 30, 2017.
- Applications will be reviewed and a decision will be issued in late October 2017.
- All applicants are subject to a consultation with NKLA leadership to discuss grant proposal.
- Grants may be fully or partially funded based on how your RFP addresses "current realities."
- Applicant will be required to sign a grant agreement before funds are granted. A payment structure will be included in the contract.



SAVE THEM ALL

## Best Friends Grant Agreement

This Grant Agreement is between Best Friends Animal Society ("Best Friends"), a Utah non-profit corporation XXXXX ("Grantee"), a member of Best Friends' No Kill Los Angeles Coalition ("NKLA Coalition"). Best Friends and Grantee are referred to collectively in this Agreement as the "Parties."

### Recitals

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

- 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 our operating of the Mission Hills Adoption and Spay and Neuter Center as well as 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.
- Best Friends has established an initiative called No Kill Los Angeles ("NKLA"). NKLA is an initiative of Best Friends and was formerly known as No More Homeless Pets Los Angeles.
- The mission of NKLA is to end the killing of cats and dogs in Los Angeles city shelters.
- The NKLA Coalition ("the Coalition") is sponsored by Best Friends and is a voluntary association of nonprofit organizations working toward achieving the mission of NKLA.
- Grantee is a nonprofit organization working to end the needless killing of animals in the City of Los Angeles and is a member of the Coalition.
- Best Friends desires to make a grant of funds to Grantee for the purposes and on the terms set forth herein.

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

**Grant Terms**

Grant Amount:	Total sum of \$XXX for the following grant purpose set forth below.
Grant Distribution:	<p>Quarterly payments of \$XX each.</p> <p>Best Friends will provide grantee with key performance goals by January 2018.</p> <p>First payment to be distributed January 1, 2018 or within 15 days after execution of Grant Agreement.</p> <p>Second payment to be distributed April 1, 2018 following a first quarter audit/performance review to ensure numbers are on track to meet key performance goals.</p> <p>Third payment to be distributed July 1, 2018 following a second quarter audit/performance review to ensure numbers are on track to meet key performance goals.</p> <p>Final payment to be distributed October 1, 2018 following a third quarter audit/performance review to ensure numbers are on track to meet key performance goals.</p> <p><i>**Grantee understands that failure to meet quarterly goal benchmarks may result in delayed or canceled payment.</i></p>
Grant Period:	January 1, 2018 through December 31, 2018.
Grant Purpose:	Insert purpose of grant.
Reporting:	<p>New Hope reports must be completed and submitted prior to the 10th of each month to LA Animal Services.</p> <p>Best Friends grant reports will be completed by the 10<sup>th</sup> of each month on the provided Google spreadsheet form. Forms must not be changed/alterd and all information must be completed as requested. Spreadsheet links will be sent after grant agreement has been reviewed and signed by grantee.</p> <p>Information will include:</p> <ul style="list-style-type: none"> <li>• <b>Animal pulls</b> LAAS#, species, date of birth, breed, pull date, alert list (if applicable), shelter</li> <li>• <b>Social media</b> Grantee will, at least on 4 occasions or quarterly throughout the year, post updates on all of Grantee's social media pages about Grantee's contribution toward the goal of NKLA and Best Friends' contribution toward making grantee's lifesaving work possible with photos.</li> </ul> <p>Additional information that may be asked of you is detailed grant fund expenditures with receipts as requested.</p>
Other:	<p>Grantee will post the NKLA Coalition badge on Grantee's website.</p> <p>As requested by Best Friends, Grantee will provide a narrative update on Grantee's NKLA-related activity for use by NKLA team on NKLA Facebook page, NKLA Newsletter, and possible media releases.</p> <p>Grantee will cooperate with Best Friends writers and photographers in the development of stories and other content regarding the grant program.</p>

## **Additional Terms**

### **Representations and Warranties**

Grantee represents and warrants that the Grant funds 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.

Grantee represents and warrants that it is currently in compliance with its obligations and commitments under the Coalition Memorandum Agreement governing its participation in the NKLA Coalition and will remain so during the entire duration of the Grant Period.

### **Publicity/Co-Branding**

Grantee shall in good faith cooperate with Best Friends' NKLA staff to develop a marketing and communication plan to promote the Grant Purpose 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.

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

Grantee shall submit to Best Friends' NKLA staff for prior review and approval all press, news, or other media releases and other forms of publicity relating to Best Friends' involvement with the Grant. All such submissions shall be directed to Best Friends via Regional Engagement Manager, or designee as Best Friends may indicate, for review and approval not less than five (5) business days prior to dissemination by Grantee. Best Friends shall not unreasonably withhold its approval of any such materials. Best Friends shall have the right to independently publicize its efforts regarding the Grant.

Grantee grants to Best Friends the right to photograph, video, and audio record events related to the Grant and Grantee 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.

### **Release**

Grantee, for its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against Best Friends related to the Grant described herein.

Grantee understands this agreement discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Grantee 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 the Grant. Grantee expressly agrees this release is intended to be as broad and inclusive as permitted by law.

### **Indemnification**

Grantee and for its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold harmless Best Friends 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 actions or omissions related to the Grant. This includes lone acts or omissions by Grantee as well as the combined acts of Grantee with others. Grantee expressly agrees this indemnity agreement is intended to be as broad and inclusive as permitted by law.

**Proprietary Information**

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

For purposes of this Grant 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.

**Other**

The terms of this Grant Agreement shall bind the respective successors and assigns of each party. The Parties agree that in the event that any clause or provision of this Grant Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Grant Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises. This agreement may be signed in counterparts. Any modifications to this Agreement must be in writing and signed by both Best Friends and Grantee.

**Choice of Law/Venue**

This Grant Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of laws. Any lawsuit arising out of or related to this agreement will be filed exclusively in a court of competent jurisdiction in the State of Utah. Alternatively, the Parties may jointly agree to resolve such dispute through the use of voluntary non-binding 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 single arbitrator jointly selected by the Parties. Although the arbitration shall be conducted according to the rules of the American Arbitration Association the Parties shall not be required to initiate arbitration by filing with AAA.

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

Grantee

Best Friends Animal Society

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_