

**COOPERATION AGREEMENT  
BETWEEN  
WEST VALLEY CITY'S ANIMAL SERVICE DIVISION and BEST FRIENDS ANIMAL SOCIETY**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between West Valley City, a Utah municipal corporation (hereinafter the "City") and Best Friends Animal Society, a Utah non-profit corporation (hereinafter "Best Friends");

**RECITALS:**

**WHEREAS**, Best Friends owns and manages an animal sanctuary in Kanab, Utah, and engages in a variety of non-lethal programming intended to address management issues associated with domestic animals, and which objectives are facilitated by Best Friends Animal Society-Utah, a program of Best Friends administered out of Best Friends' office in Salt Lake City, Utah;

**WHEREAS**, the City's Animal Services Division shares Best Friends' mission of ensuring solutions for domestic animal related issues, which encourage responsible attitudes and allow citizens and domestic animals to co-exist in a safe environment within West Valley City and Taylorsville City;

**WHEREAS**, the City and Best Friends are working to further their mutual goal of sustaining the City's animal shelter ("Shelter") as a "no-kill" shelter, which is a shelter with a ninety percent or higher "save rate";

**NOW, THEREFORE**, for and in consideration of the mutual covenants made herein, the parties agree as follows:

1. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue through June 30, 2019. Any monetary obligation of the Parties pursuant to this Agreement and all addenda, and all other obligations of the parties set forth herein, will automatically terminate on June 30, 2019, unless renewed pursuant to a further written agreement of the parties.
2. **Intent to Cooperate.** As set forth herein, the City and Best Friends intend to cooperate to develop programs that will increase public awareness of animal welfare concerns, the need for broad spay and neuter efforts, and the benefits of expanding adoption and rescue programs. The City and Best Friends will work together to identify agreed-upon joint projects, activities, programs, and work plans for the promotion of animal welfare in the City and the sustainment of the City as a "no-kill" shelter (collectively "Programs"). Any specific Programs or obligations, including any and all monetary obligations, not explicitly set forth herein are contingent upon additional written agreements executed by both parties, which shall be made part of and incorporated as addenda to, this Agreement.

3. **Publicity and Co-Branding.** Best Friends and the City shall maintain individual rights to publicize Programs in which Best Friends and the City are cooperating. All marketing, promotion and publicity of the Programs shall be coordinated jointly by Best Friends and the City. Both parties agree to facilitate each other's promotion of Programs. Said promotion may take place through either Best Friends' or the City's website, newsletters, electronic news distributions, press releases, or other media outlets. The City grants to Best Friends the right to photograph, video, and audio record events related to any joint Programs. Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes. Neither party may use each other's logos, trademarks, or other intellectual property without express permission.
4. **No Joint Venture.** This Agreement does not create a joint venture between the City and Best Friends and both parties shall retain all liability for their respective acts, whether performed under this Agreement or otherwise.
5. **Statistics and Reporting.** The parties shall agree upon specific data sharing and record-keeping requirements as may be reasonably necessary to assess the success of the Program as part of any Program addenda executed and incorporated into this Agreement pursuant to paragraph 2, above. City acknowledges and agrees that Best Friends shall have no obligation to gather or disclose information in response to requests for information received by City under the Utah Government Records Access and Management Act ("GRAMA"); similarly, Best Friends acknowledges that City may, after compliance with the procedural requirements of GRAMA, disclose records in its possession that were created by, or originated with Best Friends, and which were provided by Best Friends to the City pursuant to this Agreement.
6. **Indemnification & Hold Harmless.** Subject to those limits set forth in the Utah Governmental Immunity Act, Utah Code Annotated, Section 63G-7-101, et. Seq. (the "Act") and any other applicable legal or statutory limits, the City, for itself, its officers and employees, agrees to indemnify, defend, and hold harmless Best Friends for and against any and all claims, suits and judgments for 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 resulting from the acts or omissions of the City, its officers, agents, employees, representatives, successors and assigns related to the performance of this Agreement. Best Friends for itself, its directors, officers, agrees to indemnify, defend, and hold harmless the City for and against any and all claims, suits and judgments for 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 resulting from the acts or omissions of Best Friends, its directors, board members, officers, agents, employees, representatives, successors and assigns related to the performance of this Agreement. Notwithstanding the foregoing, Best Friends' obligations pursuant to this paragraph shall not extend to claims, demands, lawsuits or actions of any kind for injury to or death of persons arising after the completion of an adoption and the transfer of ownership to the adopter. For avoidance of doubt, this indemnification obligation does not apply to, and the City retains all liability associated with and as provided by the Act, claims arising from or related to the selection of the animals for adoption including the initial determination that the animal is suitable for adoption. In no case shall Best Friends be liable for, or responsible for the indemnification of third party claims relating to the adoption of Shelter animals.
7. **Termination.** Either party may terminate this Agreement upon sixty days' written notice, with or without cause. In such case, neither party shall have continuing obligations under this

Agreement. The parties shall conduct a final accounting of all services performed prior to termination and the Parties shall agree to any final settlement of financial differences with regard to excess advances or expenditures.

8. **Representatives.** The City hereby appoints Layne Morris as the City's representative to assist in the administrative management of this Agreement. Best Friends hereby appoints Arlyn Bradshaw as Best Friends' representative to assist in the administrative management of this Agreement.
9. **Independent Contractor.** It is understood and agreed that Best Friends is an independent contractor, and that the officers and employees of Best Friends shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees. Both Best Friends and the City retain sole control over the terms of employment of their respective employees.
10. **Conflict of Interest.** Best Friends warrants that no City employee, official, or agent has been retained by Best Friends to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Best Friends, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
11. **Subcontract Assignment.** This Agreement does not create any right or benefit to anyone other than City and Best Friends, and neither party shall assign any rights or interest herein without prior written consent of the other party.
12. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.
16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
17. **Venue.** Any causes of action arising from or relating to this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
18. **Other.** This document, together with any amendments or addenda hereto, constitutes the entire agreement between the parties relating to the relationship between the parties and any joint programs that are or may at any time be developed. It supersedes any other verbal or written statements, representations, or promises regarding the relationship. Any other separate contractual agreements between the parties shall be individually terminated and

brought under this agreement as addenda. This agreement may be signed in counterparts. Any modifications, amendments or addenda to this Agreement must be in writing and signed by both Parties.

19. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Best Friends:           Best Friends Animal Society  
  Attn: Arlyn Bradshaw  
  2005 South 1100 East  
  Salt Lake City, UT 84120

With a copy to:               Joan M. Andrews  
  FabianClendenin  
  215 S. State St., Ste 1200  
  Salt Lake City, UT 84111

If to the City:                 West Valley City  
  Attn: Layne Morris  
  3600 Constitution Blvd.  
  West Valley City, Utah 84119

With a copy to:               West Valley City Attorney  
  Attn: Brandon Hill  
  3600 Constitution Blvd.  
  West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM  
WVC Attorney's Office

By:

Date:

BEST FRIENDS ANIMAL SOCIETY

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

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

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the \_\_\_\_\_ [title] of **BEST FRIENDS ANIMAL SOCIETY**, a nonprofit corporation, and said document was signed by him on behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public