

Pet Alliance of WA Agreement

The Pet Alliance of WA (“Alliance”) is an unincorporated association of animal welfare organizations in the state of Washington. Alliance 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 state of Washington. By entering into this Agreement, the undersigned nonprofit organization or governmental entity agrees to become a member of the Pet Alliance of WA (“Alliance Member”) on the terms set forth herein.

1. Mission of Pet Alliance of WA

The mission of the Pet Alliance of WA is to use collaborative public and private partnerships to end the killing of healthy and treatable cats and dogs in Washington state’s shelters and promote humane alternatives for community cats, ultimately attaining 100% safe placement of healthy and treatable pets.

Phase 1: Statewide combined shelter live release rate of 90% by 2020

Phase 2: Establishing sustainable system for counties where rescues account for 50%+ of stray intake by 2025

Phase 3: Individual shelter live release rate of 90% by 2025

2. Legal Structure & Governance

The Pet Alliance of WA 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 alliance member maintains its own independent status as a stand-alone 501(c)(3) organization or government run shelter. No member of the Pet Alliance of WA 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 Alliance shall be governed by its Steering Committee, in the best interest of its members, goals and objective, in a manner consistent with the Alliance’s mission.

3. Alliance Membership includes:

- Presence on PetAllianceofWA.org, including:
 - Opportunity to post upcoming events and fundraisers.



- Link to Alliance Member's website.
- When appropriate, the ability to apply to receive funding from the Alliance to carry out programming in alignment with the Alliance's mission.
- Access to the Steering Committee for the purpose of recommending new programs and projects, airing complaints and resolving disputes between Alliance Members.
- Opportunity to participate in fundraising activities and events for the purpose of generating revenue for Pet Alliance of WA programs.

4. Obligations and Commitments of Alliance Members

In furtherance of the mission of the Pet Alliance of WA, Alliance Member commits and agrees as follows:

- Despite the current reality, Alliance Members are working towards a goal that no animal in the care, custody, or control of the Alliance 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 Alliance Member is bred or used for breeding purposes.
- To respect, support and promote the activities of the other Pet Alliance of WA Members and the programs of the Pet Alliance of WA.
- To make no public statements critical of other Pet Alliance of WA Members or the programs of the Pet Alliance of WA.
- To bring Pet Alliance of WA program complaints or disputes to the attention of the Steering Committee.
- To allow representatives of the Steering Committee responsible for the administration of the Pet Alliance of WA program access to data when requested and as needed to verify activity for which an adoption subsidy or other request for program funds is claimed.
 - All such information will remain confidential and will not be used or made available to other Alliance Members for fundraising, mailing or any other unauthorized use.
- Notwithstanding the confidentiality of these records, nothing shall prohibit other Alliance 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 Alliance 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 Pet Alliance of WA 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 Alliance will be governed by a Steering Committee. Steering Committee will initially be comprised of representatives from between nine and eleven Alliance Members. Initial representatives of the Steering Committee shall be appointed by founding members, with agreement of the Alliance Member.

. The Steering Committee will provide leadership in the following way:

- Develop bylaws or other documents governing the operations of the Alliance 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.
 - Best Friends Animal Society shall have permanent voting membership on the Steering Committee;
 - Attendance requirements: $\frac{3}{4}$ board meetings
 - Term limits of 2 calendar years (January – December)
 - Creation of sub-committees
- Define the process for program prioritization, ensuring all decisions are made in alignment with the broader mission of the Alliance. This includes creating a process for distribution of funds.
- Define the decision making approach (majority vote).



- Determine the best mechanism for raising, holding, and disbursing funds consistent with the Alliance's status as an unincorporated association.
- Seek Alliance funding.
- Disburse funds through grants that measurably align with the mission and vision of the Alliance.

6. Lead Agency Role:

Lead Agency will play the following role in the Alliance:

- Provide ongoing strategic input on priority programing based on community metrics.
- Serve as a voting member of the Steering Committee.
- Oversee initial alliance building logistics to include the following:
 - Creation, collection, and storage of Alliance 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 Alliance guidelines including but not limited to codes of conduct, media interaction policies, etc. for modification and approval of the Steering Committee.
 - Setting of initial Alliance 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, Alliance Members may conduct and engage in targeted fund-raising activities in an effort to support the activities of the Pet Alliance of WA campaign, including the support of the incentives and grants for Alliance Members described in paragraph 3, above. Such funds shall be maintained by Alliance Member in a restricted fund and disbursed by Alliance Member only in support of the approved activities of the Pet Alliance of WA campaign, as determined by the Steering Committee.

In the event Alliance Member terminates its participation in the Alliance prior to the expenditure of such restricted funds, Alliance Member shall promptly transfer such



restricted funds to Alliance Member or account approved by the Steering Committee, which shall use such funds in support of Alliance 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 Alliance Member, and any funds raised as a result of such targeted fund-raising efforts will be used in support of the Pet Alliance of WA campaign—including the efforts of the Pet Alliance of WA.

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

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

8. Use and Ownership of Intellectual Property

Each Alliance 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. Alliance Member shall not be deemed to have acquired any interest in the same, other than the right to participate in the Pet Alliance of WA as provided for herein.

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

9. Termination of Alliance and/or Alliance Membership.

Alliance Member may withdraw from the Pet Alliance of WA at any time.

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

Upon termination of participation in the Pet Alliance of WA, the Steering Committee shall remove Alliance Member from the Pet Alliance of WA 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 Alliance Member and Alliance.

Signatures submitted to the Alliance via facsimile shall be binding and may be relied upon by the Alliance 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.

Alliance Member:

Signature:

Printed name:

Title:

(must be an officer of the organization)

Date:

Alliance 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, e-mail addresses that may be shared internally with other group members and shelters but not given to public. We will be compiling our e-mail 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:



Pet
Alliance of
Washington

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____