



June 1, 2022

The Honorable KP George
County Judge
Fort Bend County Animal Services
301 Jackson Street
Richmond, TX 77469

Dear The Honorable KP George:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on May 17, 2022, its Board of Directors approved a grant in the amount of \$15,000 to be paid to Fort Bend County Animal Services to support your operations. This grant is being made in response to the application submitted by Fort Bend County Animal Services to Maddie's Fund on March 15, 2022 (the "Proposal"). Payment of this grant is subject to the terms and conditions described more fully below.

Funding of the Grant

Maddie's Fund will fund the grant in the amount of \$15,000 after we receive from Fort Bend County Animal Services a countersigned copy of this letter agreement.

Use of Grant Funds

Fort Bend County Animal Services agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support Fort Bend County Animal Services' operations, as described in the Proposal. Grant Funds may not be used for any other purposes without the prior written approval of Maddie's Fund.

Grant Reporting Requirements

Your reporting requirement will be a Zoom Huddle, in lieu of a written report, scheduled for January 19, 2023, at 11AM PST/2PM EST. You will receive an email approximately 30 days before your scheduled Huddle that will include your scheduled date and time and link to register. You can find the [questions that will be asked during the Zoom Huddle on our website](#) (questions are subject to change). The registration link for the Zoom Huddle can also be found in your Grants Portal database.



Fort Bend County Animal Services acknowledges that it is a member of the Maddie's Fund Coalition in Shelter Animals Count (www.shelteranimalscount.org).

As a national animal welfare leader and funder of animal welfare in North America, Maddie's Fund believes that organizations should be transparent about the number of animals that come under their care, and the outcome for all of those animals. That is why we support the public availability of key data (the basic data matrix as defined by [Shelter Animals Count](#)), from all animal welfare agencies and nonprofits, both publicly and privately funded and whether or not they provide government animal control services or humane law enforcement.

Maddie Recognition

Fort Bend County Animal Services agrees that Maddie's Fund will be given appropriate recognition, commensurate with the level of funding provided by this grant, (1) in any social media post, press release, article, newsletter, or other publication issued by Fort Bend County Animal Services, which discusses this grant or any activities funded in whole or part by this grant and (2) in any talks or other presentations by Fort Bend County Animal Services before civic or community groups, the press, or other public gatherings, which presentation mentions this grant or any activities funded in whole or part by this grant and (3) on your donor wall, annual report, website, newsletter or other printed materials with donor information. Fort Bend County Animal Services will consult with Maddie's Fund in implementing this paragraph and using the recognition logo or hashtag #ThanksToMaddie. The [Maddie's® Grant Recognition Toolkit](#) can be found here: <http://www.maddiesfund.org/grant-recognition.htm>.

We encourage Fort Bend County Animal Services to post on [Maddie's® Pet Forum](#) about your programs, including posting about your successes and/or challenges and sharing useful materials to the resource library.

Remedies

Fort Bend County Animal Services agrees to immediately repay to Maddie's Fund any portion of Grant Funds which is spent or committed for any purpose other than operations, as described in the Proposal. If Maddie's Fund in its reasonable discretion determines that Fort Bend County Animal Services has substantially violated or failed to carry out any provision of this letter agreement, including but not limited to failure to submit adequate reports when due, Maddie's Fund may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Fort Bend County Animal Services under this or any other grant agreement, and Maddie's Fund may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Fort Bend County Animal Services shall immediately repay to Maddie's Fund. Maddie's Fund may also avail itself of any other remedies available by law. This Agreement may be enforced by Maddie's Fund by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Fort Bend County Animal Services acknowledges and agrees that Maddie's Fund shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this letter agreement.



General Provisions

Maddie's Fund may review financial and other records and materials connected with any equipment purchased or activities financed by this grant. Fort Bend County Animal Services also agrees to allow Maddie's Fund to distribute this letter agreement to other third parties and to reference and/or include information about this grant in public reports, press releases, and other public or private communications with input from Fort Bend County Animal Services.

By countersigning this letter, you represent that Fort Bend County Animal Services is a political subdivision of a state, county, or municipality as described in Internal Revenue Code Section 170(c)(1). Fort Bend County Animal Services agrees that it will use proceeds granted by Maddie's Fund for exclusively public purposes as required by IRC Section 170(c)(1). Fort Bend County Animal Services will not use any amounts granted by Maddie's Fund to carry on propaganda or otherwise attempt to influence legislation. Fort Bend County Animal Services also agrees not to use the Grant Funds to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

The activities described in this agreement in no way create an agency relationship between Maddie's Fund and Fort Bend County Animal Services, or any other person, organization, or entity related to or acting on behalf of Fort Bend County Animal Services. Nor do the activities described in this agreement make Maddie's Fund in any way responsible for the actions or inactions of Fort Bend County Animal Services, or any other person, organization, or entity related to or acting on behalf of Fort Bend County Animal Services.

This letter agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings, communications, and representations. This agreement may be signed in counterparts and may be amended or modified only by a written document executed by duly authorized representatives of Fort Bend County Animal Services and Maddie's Fund. The failure by Maddie's Fund to exercise or enforce any right under this agreement, or the waiver of any such right at the time it arises, shall not operate as a waiver of Maddie's Fund's right to exercise or enforce such right or any other right in the future.

If this letter correctly sets forth Fort Bend County Animal Services' understanding of the agreement with Maddie's Fund regarding this \$15,000 grant, please countersign this letter at the place indicated below and return it to Maddie's Fund.



On behalf of all of us at Maddie's Fund, we wish Fort Bend County Animal Services the best of success in its humane work.

Sincerely,

MADDIE'S FUND®

By: *Mary Ippoliti-Smith*
Mary Ippoliti-Smith
Executive Leadership Team

AGREED TO AND ACCEPTED ON THIS DATE:

FORT BEND COUNTY ANIMAL SERVICES

By: _____
The Honorable KP George
County Judge

