



February 14, 2019

Chief Devron Cody
Division Chief
Jacksonville Animal Care and Protective Services
2020 Forest Street
Jacksonville, FL 32204

Dear Chief Cody:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on January 9, 2019 the Maddie's Fund Board of Directors approved a grant in the amount of \$50,000 to be paid to Jacksonville Animal Care and Protective Services to support Maddie's® Shelter Medicine Internship at Jacksonville Animal Care and Protective Services. This grant is being made in response to the application submitted by Jacksonville Animal Care and Protective Services to Maddie's Fund on October 5, 2018 (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 \$50,000 after we receive from Jacksonville Animal Care and Protective Services a countersigned copy of this letter agreement.

Use of Grant Funds

Jacksonville Animal Care and Protective Services agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support Maddie's® Shelter Medicine Internship at Jacksonville Animal Care and Protective Services, 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

Jacksonville Animal Care and Protective Services agrees to submit full and complete reports to Maddie's Fund, which describe how the Grant Funds have been spent. The first report will cover the period that runs from the date Jacksonville Animal Care and Protective Services first receives any Grant Funds through February 28, 2020, and will be submitted to Maddie's Fund by April 15, 2020, or within 45 days after all Grant Funds have been expended, whichever is sooner. The second report will cover the period March 1, 2020 through July 31, 2020, and will be submitted to Maddie's Fund by September 15, 2020, or within 45 days after the Grant Funds have been expended, whichever is sooner. Jacksonville Animal Care and Protective Services' reports will contain a narrative and statement of



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financial activities that describe how the Grant Funds were spent, and examples of how Maddie and Maddie's Fund were recognized.

Jacksonville Animal Care and Protective Services also agrees to join the Maddie's Fund Coalition in Shelter Animals Count (www.shelteranimalscount.org) within 30 days of countersigning and returning this letter agreement to Maddie's Fund.

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](http://www.shelteranimalscount.org)), 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.

Additionally, Jacksonville Animal Care and Protective Services agrees to submit to Maddie's Fund any and all published research resulting from this grant within 30 days of publication.

Maddie Recognition and Trademark Matters

Jacksonville Animal Care and Protective Services agrees that in consideration of this grant, Jacksonville Animal Care and Protective Services will, in consultation with Maddie's Fund, fully implement the Maddie Recognition Plan attached to this letter agreement as Exhibit A. Jacksonville Animal Care and Protective Services further agrees that, subject to the license and other terms herein, the Internship Program identified in the Proposal or resulting from or receiving funding from this grant shall be known, referred to, and identified as "Maddie's® Shelter Medicine Internship at Jacksonville Animal Care and Protective Services". Additionally, the position identified in the Proposal or resulting from or receiving funding from this grant shall be known, referred to, and identified as "Maddie's® Shelter Medicine Intern at Jacksonville Animal Care and Protective Services". Accordingly, Maddie's Fund hereby grants Jacksonville Animal Care and Protective Services a limited, non-exclusive, non-transferable license solely to use the Maddie's Fund name and logo ("Maddie's Fund Marks") in providing such recognition and benefits. No alteration may be made to the Maddie's Fund logo, including, without limitation, any alteration to the color, typeface or any elements of the logo's design without the prior written approval of Maddie's Fund, in its sole and absolute discretion. Jacksonville Animal Care and Protective Services further agrees not to use the Maddie's Fund Marks in any way which would have a reasonable possibility of damaging the goodwill built up in the marks or disparaging or impugning the reputation of Maddie's Fund and/or its affiliated entities.

All use of the Maddie's Fund Marks will inure to the benefit of Maddie's Fund. All use of the Maddie's Fund Marks will also be subject to the reasonable guidelines and limitations set by Maddie's Fund from time to time. In addition, the quality of any goods and services provided in connection with or having any relation to the Grant Funds will be at a high level consistent with industry standards and at least commensurate with the quality of any goods or services previously rendered by Jacksonville Animal Care and Protective Services. The Maddie's Fund Marks may not be used in any manner that is likely to cause confusion in the public, for example, suggesting a closer relationship with, affiliation with, sponsorship by, or endorsement by Maddie's Fund than actually exists.



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If this license or this entire agreement is not terminated sooner, the term of the license shall be one year from the date of this letter. The license shall be automatically renewed for successive one-year terms at the end of each such term, unless Maddie's Fund gives notice of its election not to renew the license at least ninety (90) calendar days prior to the end of a term, or terminates the license for non-compliance as set forth below. Maddie's Fund may terminate the license of its name and marks granted herein with ten (10) calendar days' notice at any time if Maddie's Fund determines that Jacksonville Animal Care and Protective Services has not complied with any of the terms in this agreement, if Jacksonville Animal Care and Protective Services has ceased being a non-profit public entity, or if Maddie's Fund determines in its sole and absolute discretion that allowing continued use of such name or marks by Jacksonville Animal Care and Protective Services in any way damages the goodwill built up in such name or marks, disparages or impugns the reputation of Maddie's Fund and/or its affiliated entities, or subjects Maddie's Fund and/or its affiliated entities to undesired legal or business risks or liability.

Jacksonville Animal Care and Protective Services acknowledges and agrees that Maddie's Fund owns all right, title, and interest, including without limitation all trademark and other intellectual property rights, in the terms "Maddie's Fund" and "Maddie's", all of its trademarks and service marks incorporating the terms "Maddie's Fund" and "Maddie's", and all of its trademarks and service marks incorporating the Maddie's Fund logo. Jacksonville Animal Care and Protective Services agrees to cooperate with Maddie's Fund in facilitating Maddie's Fund's control of the nature and quality of the use of the Maddie's Fund Marks, to permit reasonable inspection by Maddie's Fund of the use of the Maddie's Fund Marks by Jacksonville Animal Care and Protective Services, and to supply Maddie's Fund with specimens of all uses of the Maddie's Fund Marks upon request.

Right to Reprint

Maddie's Fund shall have the royalty-free right and license to copy, reprint, distribute, or make other use of training or educational materials developed based on research funded in whole or part by this grant as is deemed fit by both Maddie's Fund and Jacksonville Animal Care and Protective Services jointly. Jacksonville Animal Care and Protective Services reserves final oversight of the distribution of any training or educational materials. Jacksonville Animal Care and Protective Services will work closely with Maddie's Fund to determine appropriate methods of distribution of training or educational materials. Maddie's Fund shall have the right to develop and print our own pieces relative to the research outcomes and data funded by this grant. Jacksonville Animal Care and Protective Services will acknowledge Maddie's Fund support for this project in any published research resulting from this grant, and such published research shall be open access.

Remedies

Jacksonville Animal Care and Protective Services agrees to immediately repay to Maddie's Fund any portion of Grant Funds which is spent or committed for any purpose other than to support Maddie's® Shelter Medicine Internship at Jacksonville Animal Care and Protective Services. If Maddie's Fund in its reasonable discretion determines that Jacksonville Animal Care and Protective 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 Jacksonville Animal Care and Protective 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 Jacksonville Animal Care and Protective 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. Jacksonville Animal Care and Protective 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. Jacksonville Animal Care and Protective 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 Jacksonville Animal Care and Protective Services.

By countersigning this letter, you represent that Jacksonville Animal Care and Protective Services is a political subdivision of a state, county, or municipality as described in Internal Revenue Code Section 170(c)(1). Jacksonville Animal Care and Protective Services agrees that it will use proceeds granted by Maddie's Fund for exclusively public purposes as required by IRC Section 170(c)(1). Jacksonville Animal Care and Protective Services will not use any amounts granted by Maddie's Fund to carry on propaganda or otherwise attempt to influence legislation. Jacksonville Animal Care and Protective 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 Jacksonville Animal Care and Protective Services, or any other person, organization, or entity related to or acting on behalf of Jacksonville Animal Care and Protective Services. Nor do the activities described in this agreement make Maddie's Fund in any way responsible for the actions or inactions of Jacksonville Animal Care and Protective Services, or any other person, organization, or entity related to or acting on behalf of Jacksonville Animal Care and Protective 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 Jacksonville Animal Care and Protective 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 Jacksonville Animal Care and Protective Services' understanding of the agreement with Maddie's Fund regarding this \$50,000 grant, please countersign this letter at the place indicated below and return it to Maddie's Fund.



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On behalf of all of us at Maddie's Fund, we wish Jacksonville Animal Care and Protective 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
THIS 15 DAY OF March 2019

JACKSONVILLE ANIMAL CARE AND PROTECTIVE SERVICES

ATTEST:

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE



BY: Lenny Curry
Lenny Curry *
Mayor Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

*Subject to the availability of lawfully appropriated funds.

Form Approved:

James R. McCain, Jr.
Office of General Counsel



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Exhibit A Maddie Recognition Plan

In order to recognize The Duffield Family Foundation, dba Maddie's Fund®, and Maddie, the Miniature Schnauzer who made possible \$50,000 in funding to support Maddie's® Shelter Medicine Internship at Jacksonville Animal Care and Protective Services, Jacksonville Animal Care and Protective Services agrees, subject to the license and other terms set forth in the letter agreement dated February 14, 2019 between Maddie's Fund and Jacksonville Animal Care and Protective Services, to include the following recognition as it administers this grant:

- **Media Releases/Announcements/Alerts:** Media/Press releases/announcements/alerts issued by Jacksonville Animal Care and Protective Services about this grant or any activities funded by this grant will include two items: (1) after the first mention of Maddie's Fund include "a national family foundation established by Dave and Cheryl Duffield to revolutionize the status and well-being of companion animals"; and (2) the full "About Maddie's Fund" statement below.* Jacksonville Animal Care and Protective Services will work with the Maddie's Fund Marketing Department to obtain quotes and review the release/announcement/alert.
- **Newsletters/Magazines:** Online and written materials that describe this grant and that are published in external or internal publications or websites will include the Maddie's Fund Recognition Logo** with a link to the Maddie's Fund website and the following statement, "Jacksonville Animal Care and Protective Services is a proud recipient of funding from Maddie's Fund® (www.maddiesfund.org), helping to achieve a no-kill nation #ThanksToMaddie."
- **Promotional Materials/Advertising:** Any promotional materials or advertising about this grant or activities funded by this grant, or promotional materials or advertising made possible by this grant, will include the Maddie's Fund Recognition Logo** and the hashtag #ThanksToMaddie.
- **Website:** On the homepage of Jacksonville Animal Care and Protective Services' website, Jacksonville Animal Care and Protective Services agrees to post the Maddie's Fund Recognition Logo** with a link to the Maddie's Fund website and the following statement, "Jacksonville Animal Care and Protective Services is a proud recipient of funding from Maddie's Fund® (www.maddiesfund.org), helping to achieve a no-kill nation #ThanksToMaddie."
- **Grant Announcements:** Any announcement or other description of this grant or activities funded by this grant issued by Jacksonville Animal Care and Protective Services will include the following statement, "Made possible by a grant from Maddie's Fund® #ThanksToMaddie." and link to or include the link www.maddiesfund.org.



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- **Social Media:** Any post on Jacksonville Animal Care and Protective Services' social media about this grant or activities funded by this grant will include the hashtag #ThanksToMaddie.
- **Donor Recognition:** Jacksonville Animal Care and Protective Services will include Maddie's Fund as appropriate on donor wall, annual report, website, newsletter or other printed materials with donor information.

***About Maddie's Fund**

Maddie's Fund® is a family foundation created in 1994 by Workday co-founder Dave Duffield and his wife, Cheryl, who endowed the Foundation with more than \$300 million. Since then, the Foundation has awarded more than \$225.7 million in grants toward increased community lifesaving, shelter medicine education and pet adoptions and foster care across the U.S. The Duffields named Maddie's Fund after their Miniature Schnauzer, Maddie, who made them laugh and gave them great joy. Maddie was with Dave and Cheryl for ten years and continues to inspire them today.

Maddie's Fund is the fulfillment of a promise to an inspirational dog, investing its resources to create a no-kill nation where every dog and cat is guaranteed a healthy home or habitat. #ThanksToMaddie.

****Maddie's® Grant Recognition Toolkit** can be found at <http://www.maddiesfund.org/grant-recognition.htm>. For review and approval of materials, please contact the Marketing Team at marketing@maddiesfund.org.



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