



April 18, 2024

Jasmine O'Keefe
Animal Services Manager
League City Animal Shelter
775 West Walker Street
League City, TX 77573

RE: Grant Reference # 24-16820

Dear Jasmine O'Keefe:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on January 31, 2024, its Board of Directors approved a grant in the amount of \$10,000 to be paid to League City Animal Shelter to support the operations of League City Animal Shelter ("Grantee"). 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 \$10,000 after we receive from Grantee a countersigned copy of this letter agreement.

Use of Grant Funds

Grantee agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support Grantee's operations. 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 Wednesday, September 18, 2024, 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. Please contact us at 925.310.5450 or grants@maddiesfund.org if you prefer to submit a written report.

Maddie Recognition

Grantee 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 Grantee, which discusses this grant or any activities funded in whole or part by this grant and (2) in any talks or other presentations by Grantee 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. Grantee will consult with Maddie's Fund in implementing this paragraph and using the recognition logo or hashtag #ThanksToMaddie. The [Maddie's® Grant Recognition Toolkit](http://www.maddiesfund.org/grant-recognition.htm) can be found here: <http://www.maddiesfund.org/grant-recognition.htm>.

We encourage Grantee 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

Grantee agrees to immediately repay to Maddie's Fund any portion of Grant Funds which is spent or committed for any purpose other than operations. If Maddie's Fund in its reasonable discretion determines that Grantee 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 Grantee 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 Grantee 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. Grantee 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. Grantee 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 Grantee.

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



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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 Grantee, or any other person, organization, or entity related to or acting on behalf of Grantee. Nor do the activities described in this agreement make Maddie's Fund in any way responsible for the actions or inactions of Grantee, or any other person, organization, or entity related to or acting on behalf of Grantee.

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 Grantee 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 Grantee's understanding of the agreement with Maddie's Fund regarding this \$10,000 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 League City Animal Shelter 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:

LEAGUE CITY ANIMAL SHELTER

By: _____
Jasmine O'Keefe
Animal Services Manager



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