

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.9
(ID # 15118)

MEETING DATE:
Tuesday, May 25, 2021

FROM: ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Accept and Approve the Maddie's Fund Grant Agreement between Department of Animal Services and Maddie's Fund; All Districts. [\$50,000 Total Cost - 100% Grant Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the grant in the amount of \$50,000 from Maddie's Fund to support pet reunification efforts;
2. Approve the Grant Agreement between Maddie's Fund and the County of Riverside (Grant Agreement) in the amount of \$50,000;
3. Authorize the Director of Animal Services to execute the Grant Agreement on behalf of the County of Riverside; and
4. Authorize the Director of Animal Services to take all steps necessary to implement and administer the Grant Agreement.

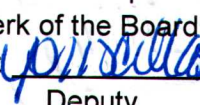
ACTION: Policy


Julie Bank, Director of Animal Services 5/18/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 25, 2021
xc: Animal Services

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 50,000	\$ 0	\$ 50,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by Maddie's Fund			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Animal Services (DAS) applied for a grant through Maddie's Fund for the lost pet reunification initiative. DAS was awarded a grant in the amount of \$50,000. The grant must be used to fund efforts to reunite animals with their families.

DAS will use the grant funding for reunification supplies for our animal control officers, volunteers, fosters, and for the constituents whose animals may be impounded. Grant funds will be used to purchase supplies to mend fences, leashes, pet food, spay/neuter, vaccinations, and microchips. DAS will purchase supplies for community fosters and volunteer ambassadors such as microchip scanners and supplies to care for lost animals that the constituent is fostering. Funds will also be used to develop a lost and found map which will be accessible on the DAS website.

Staff recommends accepting the grant, approving the Grant Agreement, and authorizing the Director of DAS to execute the Grant Agreement.

Impact on Residents and Businesses

The grant funding will have a positive impact on the residents of Riverside County and their pets. DAS is dedicated to ensuring pets and families stay together whenever possible. The funding will bolster the programs DAS created to strengthen the human-animal bond.

ATTACHMENT:

Maddie's Fund Grant Agreement



Jason Farin, Principal Management Analyst 5/20/2021



Gregory H. Priaplos, Director County Counsel 5/20/2021



**Maddie's
Fund**

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

April 1, 2021

Julie Bank
Director
Riverside County Department of Animal Services
6851 Van Buren Boulevard
Jurupa Valley, CA 92509

Dear Julie:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on March 29, 2021 the Maddie's Fund Board of Directors approved a grant in the amount of \$50,000 to be paid to Riverside County Department of Animal Services to support the Riverside County Lost Pet Reunification Initiative. This grant is being made in response to the proposal submitted by Riverside County Department of Animal Services to Maddie's Fund on March 9, 2021 (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 Riverside County Department of Animal Services a countersigned copy of this letter agreement.

Use of Grant Funds

Riverside County Department of Animal Services agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support the Riverside County Lost Pet Reunification Initiative, 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

Riverside County Department of Animal Services agrees to attend a Zoom Huddle as the reporting requirement for this grant. The Huddle will be held within two weeks of the end of the grant period (i.e., early October 2021). Maddie's Fund also invites Riverside County Department of Animal Services to join in the Zoom Huddle for the Tier 1 Shelters, which will be held in July 2021. Maddie's Fund will be in contact with Riverside Department of Animal Services to schedule the Huddles.



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Riverside County Department of 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 and Trademark Matters

Riverside County Department of Animal Services agrees that in consideration of this grant, Riverside County Department of Animal Services will, in consultation with Maddie's Fund, fully implement the Maddie Recognition Plan attached to this letter agreement as Exhibit A. Accordingly, Maddie's Fund hereby grants Riverside County Department of Animal 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. Riverside County Department of Animal 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 Riverside County Department of Animal 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.

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 Riverside County Department of Animal Services has not complied with any of the terms in this agreement, if Riverside County Department of Animal 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 Riverside County Department of Animal 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.

Riverside County Department of Animal 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. Riverside County Department of Animal 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 Riverside County Department of Animal Services, and to supply Maddie's Fund with specimens of all uses of the Maddie's Fund Marks upon request.

Remedies

Riverside County Department of 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 to support the Riverside County Lost Pet Reunification Initiative, as described in the Proposal. If Maddie's Fund in its reasonable discretion determines that Riverside County Department of 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 Riverside County Department of 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 Riverside County Department of 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. Riverside County Department of 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. Riverside County Department of 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 Riverside County Department of Animal Services.

By countersigning this letter, you represent that Riverside County Department of Animal Services is a political subdivision of a state, county, or municipality as described in Internal Revenue Code Section 170(c)(1). Riverside County Department of 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). Riverside County Department of Animal Services will not use any amounts granted by Maddie's Fund to carry on propaganda or otherwise attempt to influence legislation. Riverside County Department of Animal



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

On behalf of all of us at Maddie's Fund, we wish Riverside County Department of 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
THIS ____ DAY OF APRIL 2021

RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES

By: _____
Julie Bank
Director



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Maddie's Fund

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 for Riverside County Department of Animal Services' Lost Pet Reunification Initiative, Riverside County Department of Animal Services agrees, subject to the license and other terms set forth in the letter agreement dated April 1, 2021 between Maddie's Fund and Riverside County Department of Animal Services, to include the following recognition as it administers this grant:

- **Naming Opportunity:** Riverside County Department of Animal Services will work with Maddie's Fund on an appropriate naming opportunity and any accompanying signage.
- **Education/Training Materials:** Riverside County Department of Animal Services will work with Maddie's Fund on providing, hosting or presenting educational content or training materials for Maddie's Fund, such as articles, blog posts, flash classes, Maddie Talk videos, content for the Maddie's Fund Resource Libraries, etc.
- **Media Releases/Announcements/Alerts:** Media/Press releases/announcements/alerts issued by Riverside County Department of Animal 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.* Riverside County Department of Animal 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, "Riverside County Department of Animal Services is a proud recipient of funding from Maddie's Fund® (www.maddiesfund.org), #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 Riverside County Department of Animal Services' website, Riverside County Department of Animal Services agrees to post the Maddie's Fund Recognition Logo** with a link to the Maddie's Fund website and the following statement, "Riverside



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County Department of Animal Services is a proud recipient of funding from Maddie's Fund® (www.maddiesfund.org), #ThanksToMaddie."

- **Grant Announcements:** Any announcement or other description of this grant or activities funded by this grant issued by Riverside County Department of Animal 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.
- **Social Media:** Any post on Riverside County Department of Animal Services' social media about this grant or activities funded by this grant will include the hashtag #ThanksToMaddieand tag Maddie's Fund, if possible.
- **Donor Recognition:** Riverside County Department of Animal Services will include Maddie's Fund as appropriate on donor wall, annual report, website, newsletter or other printed materials with donor information. Riverside County Department of Animal Services will work with Maddie's Fund on review and approval, as applicable.

***About Maddie's Fund**

Maddie's Fund® is a family foundation established in 1994 by Dave and Cheryl Duffield and is the fulfillment of a promise to their inspirational dog, Maddie. She provided them much joy from 1987 – 1997 and continues to inspire them today.

The Foundation has awarded nearly \$250 million in grants toward increased community lifesaving, pioneering shelter medicine education and establishing foster care as a standard across the U.S.

Maddie's Fund proudly offers the industry a national voice, important funding opportunities for bold ideas, learning resources and access to collaborate and share lifesaving ideas. The Foundation invests its resources in a commitment to keeping pets and people together, creating a safety net of care for animals in need and operating within a culture of inclusiveness and humility. #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.

