



# Greenville County Animal Care

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*Helping People Help Animals*

**Date:** December 15, 2021

**From:** Shelly Simmons, CAWA  
Division Manager for Animal Care

**To:** Ruth Parris  
Budget Director

**Re:** *Maddie's Fund \$50,000 grant for behavior support*

Greenville County Animal Care was approved to receive a \$50,000 grant from Maddie's Fund to provide behavior training and support for dogs and cats most at risk of being surrendered to a shelter by their owner because of treatable/rehabilitatable behavior issues.

This grant supports Greenville County Animal Care's initiative to provide pet support services that keep animals with their family and in their communities. This grant was made possible because of Greenville County Animal Care's involvement as a Tier 1 pilot shelter in the [Human Animal Support Services](#) (HASS) coalition and our County's ongoing commitment to improving animal welfare and animal support services.

*This grant-funding request does not require a matching grant from the County.*



December 21, 2021

Shelly Simmons  
Division Manager  
Greenville County Animal Care  
328 Furman Hall Road  
Greenville, SC 29609

Dear Shelly:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on November 30, 2021 the Maddie's Fund Board of Directors approved a grant in the amount of \$50,000 to be paid to Greenville County Animal Care to support your Human Animal Support Services work. This grant is being made in response to the application submitted by Greenville County Animal Care to Maddie's Fund on December 13, 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 Greenville County Animal Care a countersigned copy of this letter agreement.

### **Use of Grant Funds**

Greenville County Animal Care agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support your Human Animal Support Services work, 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**

Greenville County Animal Care agrees to attend a Zoom Huddle as the reporting requirement for this grant. The Huddle will be held within one month of the end of the grant period (i.e., August 2022). Maddie's Fund will be in contact with Greenville County Animal Care to schedule the Huddle towards the end of the grant period.



Greenville County Animal Care acknowledges that it is a member of the Maddie's Fund Coalition in Shelter Animals Count ([www.shelteranimalscount.org](http://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](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.

### **Maddie Recognition and Trademark Matters**

Greenville County Animal Care agrees that in consideration of this grant, Greenville County Animal Care 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 Greenville County Animal Care 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. Greenville County Animal Care 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 Greenville County Animal Care. 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 Greenville County Animal Care has not complied with any of the terms in this agreement, if Greenville County Animal Care 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 Greenville County Animal Care 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.



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

## **Remedies**

Greenville County Animal Care agrees to immediately repay to Maddie's Fund any portion of Grant Funds which is spent or committed for any purpose other than your Human Animal Support Services work, as described in the Proposal. If Maddie's Fund in its reasonable discretion determines that Greenville County Animal Care 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 Greenville County Animal Care 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 Greenville County Animal Care 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. Greenville County Animal Care 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. Greenville County Animal Care 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 Greenville County Animal Care.

By countersigning this letter, you represent that Greenville County Animal Care is a political subdivision of a state, county, or municipality as described in Internal Revenue Code Section 170(c)(1). Greenville County Animal Care agrees that it will use proceeds granted by Maddie's Fund for exclusively public purposes as required by IRC Section 170(c)(1). Greenville County Animal Care will not use any amounts granted by Maddie's Fund to carry on propaganda or otherwise attempt to influence legislation. Greenville County Animal Care 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 Greenville County Animal Care, or any other person, organization, or entity related to or acting on behalf of Greenville County Animal Care. Nor do the activities described in this agreement make Maddie's Fund in any way responsible for the actions or inactions of Greenville County Animal Care, or any other person, organization, or entity related to or acting on behalf of Greenville County Animal Care.

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 Greenville County Animal Care 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 Greenville County Animal Care's 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 Greenville County Animal Care 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:

Dec 27, 2021

GREENVILLE COUNTY ANIMAL CARE

*Shelly Simmons, CAWA*

By: \_\_\_\_\_  
Shelly Simmons  
Division Manager



**Maddie's  
Fund**

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588  
925.310.5450 | [info@maddiesfund.org](mailto:info@maddiesfund.org) | [www.maddiesfund.org](http://www.maddiesfund.org)

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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 for Greenville County Animal Care's Human Animal Support Services work, Greenville County Animal Care agrees, subject to the license and other terms set forth in the letter agreement dated December 21, 2021 between Maddie's Fund and Greenville County Animal Care, to include the following recognition as it administers this grant:

- **Naming Opportunity:** Greenville County Animal Care will work with Maddie's Fund on an appropriate naming opportunity and any accompanying signage.
- **Education/Training Materials:** Greenville County Animal Care 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 or content for the Maddie's Fund Resource Libraries, etc.
- **Maddie's® Pet Forum:** Greenville County Animal Care agrees to post on [Maddie's® Pet Forum](#) about your Human Animal Support Services work, including posting about your successes and/or challenges and sharing useful materials to the resource library.
- **Media Releases/Announcements/Alerts:** Media/Press releases/announcements/alerts issued by Greenville County Animal Care about this grant or any activities funded by this grant will include two items: (1) a descriptor after the first mention of Maddie's Fund that includes "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.\* Greenville County Animal Care will work with the Maddie's Fund Marketing Department to obtain quotes, review and approval of 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, "Greenville County Animal Care is a proud recipient of funding from [Maddie's Fund®](#), #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 Greenville County Animal Care's website, Greenville County Animal Care agrees to post the Maddie's Fund Recognition Logo\*\* with a link to the Maddie's

Fund website and the following statement, “Greenville County Animal Care is a proud recipient of funding from [Maddie’s Fund](#)<sup>®</sup>, #ThanksToMaddie.”

- **Grant Announcements:** Any announcement or other description of this grant or activities funded by this grant issued by Greenville County Animal Care will include the following statement, “Made possible by a grant from Maddie’s Fund<sup>®</sup> #ThanksToMaddie.” and link to or include the link [www.maddiesfund.org](http://www.maddiesfund.org).
- **Social Media:** Any post on Greenville County Animal Care’s social media about this grant or activities funded by this grant will include the hashtag #ThanksToMaddie and tag Maddie’s Fund, if possible.
- **Donor Recognition:** Greenville County Animal Care will include Maddie’s Fund as appropriate on your donor wall, annual report, website, newsletter or other printed materials with donor information. Greenville County Animal Care will work with Maddie’s Fund on review and approval, as applicable.

#### \*About Maddie’s Fund

[Maddie’s Fund](#)<sup>®</sup> 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 over \$255 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 innovative solutions. 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<sup>®</sup> 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](mailto:marketing@maddiesfund.org).

