

INTRODUCED: November 9, 2015

AN ORDINANCE No. 2015-234-230

To authorize the Chief Administrative Officer to accept grant funds in the amount of \$42,000.00 from the Duffield Family Foundation, doing business as Maddie's Fund, and to appropriate the increase to the Fiscal Year 2015-2016 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Office of Animal Care and Control by \$42,000.00 for the purpose of providing medical care and treatment for homeless animals in the city of Richmond.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 14 2015 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to accept funds in the amount of \$42,000.00 from the Duffield Family Foundation, doing business as Maddie's Fund, for the purpose of providing medical care and treatment for homeless animals in the city of Richmond.

§ 2. That the funds received are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2015, and ending June 30, 2016, by increasing estimated revenues by \$42,000.00, increasing the amount appropriated for expenditures by \$42,000.00, and

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 14 2015 REJECTED: _____ STRICKEN: _____

allotting to the Office of Animal Care and Control the sum of \$42,000.00 for the purpose of providing medical care and treatment for homeless animals in the city of Richmond.

§ 3. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

4-4221
O & R REQUEST

SEP 30 2015

Chief Administration Office
City of Richmond

O&R REQUEST

DATE: 9/23/2015

EDITION: 1

TO: The Honorable Members of City Council

RECEIVED

THROUGH: Dwight C. Jones, Mayor *DCA*

OCT 09 2015

THROUGH: Selena Cuffee-Glen, Chief Administrative Officer *SCG*

OFFICE OF CITY ATTORNEY

THROUGH: Lenora Reid, Deputy Chief Administrative Officer, Finance & Administration *LR*

THROUGH: Christopher L. Beschler, Deputy Chief Administrative Officer, Operations *CLB*

THROUGH: Jay A. Brown, Director, Dept of Budget & Strategic Planning *JAB*

FROM: Christie Chipps Peters, Director, Richmond Animal Care & Control *CCP*

RE: To Accept and Appropriate Grant Funds

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to accept grant funds from Maddie's Fund in the amount of \$42,000 and appropriate that amount into the Animal Care & Control special fund.

REASON: The City received a grant award in the amount of \$42,000 from Maddie's Fund

RECOMMENDATION: The City's Administration and Richmond Animal Care & Control recommends approval and acceptance of these funds that will help to support medical care and much needed treatment for the animals at Richmond Animal Care & Control.

BACKGROUND: Richmond Animal Care & Control received \$42,000 in grant funds from the Maddie's Fund. Funds are to be used to support Richmond Animal Care & Control Emergency veterinary treatment of homeless dogs and cats.

FISCAL IMPACT / COST: Acceptance of the award will increase Special Fund budget by \$42,000.

FISCAL IMPLICATIONS: N/A None. There are no matching dollars associated with this award.

BUDGET AMENDMENT NECESSARY: Yes. To amend the FY2016 Special Fund Budget Ordinance number 2015-57-83

REVENUE TO CITY: City will receive grant funds in the amount of \$42,000.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: October 12, 2015

CITY COUNCIL PUBLIC HEARING DATE: November 9, 2015

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

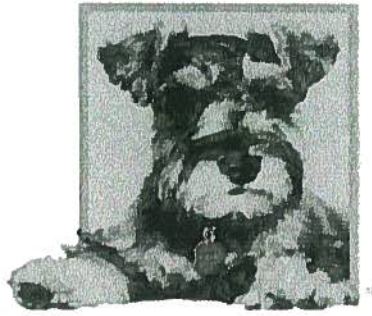
AFFECTED AGENCIES: Animal Care & Control, Department of Budget & Strategic Planning, Department of Finance

RELATIONSHIP TO EXISTING ORD. OR RES.: Special Fund Budget Ordinance 2015-57-83

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS: Award letter and copy of check

STAFF: Christie Chipps Peters, Director, Richmond Animal Care & Control



Maddie's Fund

August 13, 2015

Christie Peters
Director
Richmond Animal Care & Control
1600 Chamberlayne Avenue
Richmond, VA 23222

Dear Ms. Peters,

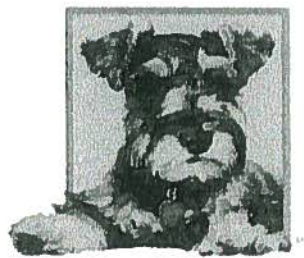
Maddie's Fund is very pleased to present the enclosed check for \$42,000. We are proud to support Richmond Animal Care & Control's emergency veterinary treatment for the animals in your care.

Please extend our congratulations and best wishes to everyone involved in this most important and humane endeavor. Enclosed is your copy of the contract.

Sincerely,

A handwritten signature in cursive script that reads "Mary".

Mary Ippoliti-Smith
Executive Leadership Team



Maddie's Fund

July 1, 2015

Christie Peters
Director
Richmond Animal Care & Control
1600 Chamberlayne Avenue
Richmond, VA 23222

Dear Ms. Peters,

The Duffield Family Foundation, dba Maddie's Fund[®], has approved on February 24, 2015 a grant in the amount of \$42,000 to be paid to the Richmond Animal Care & Control ("RACC") to support emergency veterinary treatment for the animals in your care, as described in the proposal submitted by RACC to Maddie's Fund and dated June 19, 2015. 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 \$42,000 after we receive from RACC a countersigned copy of this letter and a written request for payment.

Use of Grant Funds

RACC agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support emergency veterinary treatment for the animals in your care. Grant Funds may not be used for any other purposes, or for any programs or activities other than those specified in this letter, without the prior written approval of Maddie's Fund.

Grant Reporting Requirements

RACC agrees to submit full and complete reports to Maddie's Fund which describe how Grant Funds have been spent. This annual report will cover the period that runs from the date RACC first receives any Grant Funds through June 30, 2016, and will be submitted to Maddie's Fund by August 15, 2016, or within 45 days after all Grant Funds have been expended, whichever is sooner.

The annual report will contain narrative and financial information that describes how the grant funds were spent and how Maddie and Maddie's Fund were recognized.

Additionally, RACC agrees that it will submit to Maddie's Fund its annual shelter statistics for calendar years 2015 and 2016. RACC will submit the required data for calendar year

2015 on or before March 1, 2016; and for calendar year 2016 on or before March 1, 2017. RACC agrees that the annual shelter statistics will be submitted to Maddie's Fund using the "Animal Statistics Table" attached to this letter agreement as Exhibit A. RACC also agrees that, in completing the forms referred to in this paragraph, RACC will adhere to the definitions of "healthy," "treatable," and "unhealthy & untreatable," attached to this letter agreement as Exhibit B.

RACC further agrees that it will publish on its website its annual shelter data for calendar years 2015 and 2016. For calendar year 2015 data, publication will begin no later than June 1, 2016, and will extend at least through May 31, 2017; for calendar year 2016 data, publication will begin no later than June 1, 2017, and will extend at least through May 31, 2018.

Maddie Recognition & Trademark Matters

In consideration of this grant, RACC agrees to fully implement, in consultation with Maddie's Fund, the Maddie Recognition Plan attached to this letter agreement as Exhibit C.

Accordingly, Maddie's Fund hereby grants RACC a limited, non-exclusive, non-transferable license solely to use the Maddie's Fund logo in carrying out the terms of the Maddie Recognition Plan. No alteration may be made to the Maddie's Fund logo, including, without limitation, any alteration to the color (if a document or application is in color), typeface or any other elements of the logo's design. RACC further agrees not to use the Maddie's Fund logo in any way which would have a reasonable possibility of damaging the goodwill built up in the logo, or disparaging or impugning the reputation of Maddie's Fund and/or its affiliated entities.

All use of the Maddie's Fund logo will inure to the benefit of Maddie's Fund. RACC also agrees that all use of the Maddie's Fund logo will be subject to the reasonable guidelines and limitations set by Maddie's Fund from time to time. In addition, RACC agrees that 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 RACC. The Maddie's Fund logo 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 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 (1) year from the date of this letter agreement. The license shall be automatically renewed thereafter 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.

RACC 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 term "Maddie's," all of its trademarks and service marks incorporating the term "Maddie's," and

all of its trademarks and service marks incorporating the Maddie's Fund logo. RACC 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 logo by RACC, and to supply Maddie's Fund with specimens of all uses of the Maddie's Fund logo upon request.

Maddie's Fund may terminate the license of its name and logo granted herein with ten (10) calendar days' written notice at any time if Maddie's Fund determines that RACC has not complied with any of the terms in this agreement, if Maddie's Fund has had to withhold Grant Funds or demand the return of any Unspent Grant Funds, as specified herein; if RACC has ceased being a tax-exempt non-profit organization; or if Maddie's Fund determines in its sole and absolute discretion that allowing RACC's continued use of such name or marks 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.

General Provisions

Maddie's Fund may review financial and other records and materials connected with any equipment purchased or activities financed by this grant. RACC 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.

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

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 RACC 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 your understanding of the agreement with Maddie's Fund regarding this \$42,000 grant, please countersign this letter at the place indicated below and return it to my attention.

On behalf of all of us at Maddie's Fund, we wish Richmond Animal Care & Control the best of success in its humane work.

Sincerely,

MADDIE'S FUND®

By: Mary Appolite Smith
Rich Avanzino
President *Executive Leadership Team*

AGREED TO AND ACCEPTED
THIS 15 DAY OF JULY 2015

RICHMOND ANIMAL CARE & CONTROL

By: CPew
Christie Peters
Director