



April 25, 2024

County of Colin, Collin County Animal Services  
2300 Bloomdale Rd.  
McKinney, Texas 75071  
ATTN: Pat Skipper & Janna Benson-Caponera

Re: Grant Number: 425-25-31

Dear Pat & Janna:

MuttNation Foundation has approved a **\$3,500** grant to **County of Collin / Collin County Animal Services** (Grantee) for use over 12 months which begins June 1, 2024, and concludes May 31, 2025. This grant from MuttNation Foundation is restricted for support of your organization's work to continue and expand spay and neuter efforts.

The grant is made subject to the terms and conditions that follow. MuttNation requires that an authorized officer of Grantee countersign this Agreement. The payment of **\$3,500 (three-thousand, five-hundred dollars)** will be made after the signed Agreement has been returned to MuttNation Foundation. Grantee's signature and return of this Agreement also confirms that no goods or services were provided to MuttNation Foundation. Please reach out to Nina Miller at [nmiller@muttnation.com](mailto:nmiller@muttnation.com) if you have any questions ahead of signing this Agreement.

## **TERMS AND CONDITIONS**

### **Limit of Commitment**

In making this grant, MuttNation Foundation assumes no obligation to provide additional or other support.

### **Tax Exempt Status**

This grant is made based on our understanding that your organization is in good standing with the IRS as a 501(c)3 public charity or an equivalent government entity. In the event your tax status changes, please notify us promptly.

## **Recognition**

We ask that any recognition of support be attributed to “MuttNation Foundation” In the event your organization wishes to issue a press release or other public statement about the grant, we ask you to submit the proposed language to Nina Miller at [nmiller@muttnation.com](mailto:nmiller@muttnation.com) for review no later than five business days prior to publication.

## **Narrative and Financial Reports**

In order to assess your progress, please check-in every 6 months with Nina Miller at [nmiller@muttnation.com](mailto:nmiller@muttnation.com) highlighting what was accomplished and how the funds were expended. From time to time MuttNation may ask for specific financial reports or ask a representative to review progress on the work supported by this grant via conference call or in-person.

## **Relationship of the Parties and Administration of the Grant**

The relationship between MuttNation Foundation and your organization is one of grantor-grantee. Your organization agrees to directly administer the project or program being supported by MuttNation’s grant. Grantee further agrees that its use of the grant will comply with all applicable laws and regulations whether federal, state or local. Grantee agrees not to use the MuttNation grant for any purpose except for spay and neuter.

## **Dispute Resolution**

The Parties agree that all disputes arising out of or relating to this Agreement, the performance of either party under this Agreement, or the interpretation of any provision of this Agreement shall be promptly submitted to non-binding mediation before a qualified mediator in Nashville, TN selected pursuant to the mediation rules and procedures of the American Arbitration Association (AAA). Any dispute that is not resolved in writing through mediation within thirty (30) days after mediation is requested shall be promptly submitted to binding arbitration under the rules and procedures then prevailing of the AAA with a single arbitrator. The arbitrator shall schedule all proceedings in Nashville, TN. The arbitrator shall ensure that the arbitration is completed, and the final arbitration award has been issued within six (6) months of when arbitration is first requested. The award rendered by the arbitrator may be entered in any court having jurisdiction. Each party to these proceedings will bear its own legal costs, including but not limited to mediation/arbitration and counsel fees.

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### **Grant Termination**

Failure to use these funds for exclusively for the charitable purposes described, and the purposes for which your organization requested and MuttNation Foundation approved support, will terminate MuttNation Foundation's obligation to make future payments under this grant and may require Grantee to refund all or a portion of the grant.

If you have any questions about this grant in support of your charitable mission, please feel free to contact me. We wish you continued success in your very important efforts.

Thank you,

*Nina Miller*

Nina Miller  
Executive Director

# MUTT NATION FOUNDATION

On behalf of \_\_\_\_\_, I agree to the terms and conditions of the MuttNation Foundation grant and certify that I am authorized to execute this agreement. In lieu of sending a separate acknowledgement letter, I confirm that no goods or services were provided to MuttNation in exchange for this \$3,500 grant paid in May 2024.

Signature: \_\_\_\_\_

Please print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Collin County Animal Services**