

The Wagmore Foundation

5424 NW 46th Terrace • Gainesville, FL 32653

grants@wagmorefoundation.org

September 18, 2013

Vernon Sawyer
Alachua County Animal Services
3400 NE 53rd Avenue
Gainesville, FL 32609

Dear Vern,

Thank you for submitting a funding application for your organization for Autumn 2013.

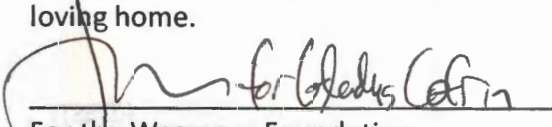
I am pleased to inform you that my foundation board has approved a gift of \$65,556 to fund the Field Vehicle Laptops project. Payment of this funding is subject to the terms and conditions described below.

Alachua County Animal Services agrees:

- To utilize awarded funds substantially as described in your funding application and amendment.
- To agree to a site visit by Wagmore Foundation representatives during the calendar year of 2014.
- To submit a narrative report to the Wagmore Foundation on or before June 30, 2014 which describes organizational accomplishments and statistics related to the Wagmore award.
- To provide to the Wagmore Foundation on or before June 30, 2014 a narrative report and statistical analysis (i.e., number of adoptions completed, number of animals sterilized, number of pet owners served) of the organization's overall performance and accomplishments for the period of January 1 through June 30, 2014.
- To submit a full and complete financial report to the Wagmore Foundation on or before June 30, 2014 which describe how Foundation award funds have been spent.

If you agree with the terms of this award and to the provisions on the reverse side of this letter, please sign the bottom of both sides of this letter where indicated and return one signed copy to the Wagmore Foundation at the address shown above. Funding award checks will be mailed within 30 days of receipt of your signed agreement.

The Wagmore Foundation's goal is to fund animal welfare organizations that are committed to accountability, transparency and measurable outcomes to reduce the population of homeless dogs and cats in Alachua County. We are excited to partner with your organization to support progress toward this goal, and look forward to working together with you toward a day when all pets have a safe and loving home.



For the Wagmore Foundation
Gladys Cofrin, President

For Alachua County Animal Services
CHAIR

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

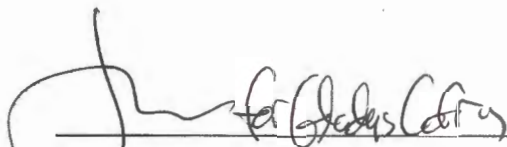


ALACHUA COUNTY ATTORNEY

General Provisions

In addition to the terms of award stated on the reverse side of this letter, Alachua County Animal Services agrees:

- To notify the Wagmore Foundation immediately of any changes in its legal status, including changes in its tax-exempt status, and of any changes in executive staff or key staff responsible for achieving the grant purposes.
- That the activities described in this agreement and the associated funding application in no way create an agency relationship between the Wagmore Foundation and Alachua County Animal Services or any other person, organization, or entity collaborating in the proposed project; nor do the activities described in this agreement make the Wagmore Foundation in any way responsible for the actions or inactions of Alachua County Animal Services or any other person, organization, or entity collaborating in the proposed project.
- This agreement is between the Wagmore Foundation and Alachua County Animal Services only and does not vest any rights in any other person, organization, or entity, who shall not be considered intended third party beneficiaries of this agreement.
- Alachua County Animal Services agrees to indemnify, defend, and hold harmless the Wagmore Foundation and its directors, employees and consultants from and against any and all losses, liabilities, damages, costs, claims, attorney's fees, and expenses arising out of, or in any way related to (1) the funding award or any previous or future funding awards made by the Wagmore Foundation; (2) any facility or vehicle owned, operated or managed Alachua County Animal Services (3) the operation of any programs of Alachua County Animal Services which the Wagmore Foundation may fund, in whole or in part; or (4) any acts or omissions by or on behalf of Alachua County Animal Services or any of its affiliates, agents, officers, employees, consultants, volunteers, or other persons or entities relating to or acting on behalf of Alachua County Animal Services.
- This agreement, consisting of both sides of this letter countersigned by the parties, constitutes the entire agreement between the parties with respect to the Wagmore Foundation's 2013 funding award to Alachua County Animal Services .



For the Wagmore Foundation
Gladys Cofrin, President

For Alachua County Animal Services.

CHAIR

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM



ALACHUA COUNTY ATTORNEY