

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED ANIMAL CARE AND SHELTER SERVICES  
AGREEMENT**

This First Amendment to the Amended and Restated Animal Care and Shelter Services Agreement ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as "City"), and The Animal Foundation, a Nevada nonprofit corporation ("TAF"). The City and TAF may be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS:**

**WHEREAS**, on February 18, 2015, the City and TAF entered into an Amended and Restated Animal Care and Shelter Services Agreement (the "Agreement");

**WHEREAS**, Clark County, City of Las Vegas and City of North Las Vegas have made significant monetary contributions for the construction and renovations of the overall Shelter facility located at 655 N. Mojave Road, Las Vegas, Nevada 89101;

**WHEREAS**, the Agreement will expire by its terms on February 17, 2025, unless an extension of such Agreement is agreed to between the Parties and approved by the Las Vegas City Council ("City Council");

**WHEREAS**, the Parties desire to further amend the Agreement to address various issues regarding the purchase of the Shelter building/facilities, the operation of Shelter services in the City of Las Vegas, and the use of the Shelter building/facilities by Clark County and the City of North Las Vegas; and

**WHEREAS**, Section 7.1 of the Agreement states that it shall not be amended, except in a writing signed by authorized representatives of the City and TAF.

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants herein contained, the Parties agree to amend the Agreement as follows:

1. **Incorporation of Recitals; Capitalized Terms.** The foregoing recitals are true and correct and shall be incorporated herein by this reference. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Agreement.

2. Section 2.1(c) shall be deleted in its entirety and replaced as follows:

(c) **Hours of Operation.** Except as otherwise set forth in this Section 2.1(c), TAF shall operate the Shelter such that it is open to the public/Residents to drop-off Animals, surrender Animals, and/or reclaim lost Animals for a minimum of 48 hours per week, including a minimum of 8 hours per weekend, in each case excluding legal holidays. The actual public operating hours ("**Operating Hours**") of the Shelter shall be determined by

TAF in its reasonable discretion and in consultation with the Operations Committee, subject to the minimum requirements set forth in the previous sentence. If the Shelter approaches capacity and, as has been the practice, the capacity issue cannot be adequately mitigated by use of the holding facilities at TAF's adoption facilities currently located directly adjacent to the Shelter, and/or by moving the Animals to other animal rescue shelters in Clark County willing to accept the Animals, TAF will work collaboratively with the Operations Committee and where appropriate the Jurisdictions' Animal Protection Services, to find solutions to the capacity issues. It is understood and agreed to by TAF that counseling and appointments arranged through its pet support call center or other managed intake processes that TAF may institute in order to help keep Animals in homes, facilitate lost Animals being returned to home in the field and make in-person appointments shorter and more efficient will supplement, but not replace, walk-ins by Residents. Residents shall continue to have walk-in intake access to drop-off found Animals, emergency surrender of Animals, and/or reclaim lost Animals to the Shelter on a first come, first-served basis during Operating Hours, and TAF shall continue to accept said Animals. Animal Protection Officers shall have access to deliver Animals to the Shelter 7 days a week, 24 hours a day.

3. Section 2.8 shall be amended to add the following subsections (d), (e) and (f) language:

(d) Financial Collaborative Oversight Committee (the "Finance Committee"). Finance leaders (e.g. CFO, Finance Director, Controller or their employee designee) from the Jurisdictions will convene a collaborative oversight financial committee to, without limitation, (i) review TAF's monthly and year-to-date financial budgets and reporting statements for contracted Shelter Services, including any costs allocated between shelter services and foundation services (ii) approve material changes in the allocation methodology for all administrative and indirect costs jointly incurred by Shelter and non-Shelter operations (iii) ensure the Aggregate Funding is being expended according to TAF's approved itemized budget provided pursuant to Section 4.9(a) and this Agreement, (iv) identify potential budget overruns (v) act as a resource to help resolve fiscal challenges and/or discuss fiscal matters and any unanticipated financial challenges that may arise, and (vi) ensure that financial reporting requirements are fulfilled. TAF shall not reallocate funding between budgeted expense categories, reallocate budgetary savings to new programs, provide additional compensation and benefits, or increase staffing without approval of the Finance Committee. The 2024 budgeted expense categories reported in the itemized budget are salaries and wages, benefits, veterinarian expenses, operational expenses, facility expenses, administrative expenses, call center expenses, insurance, and utilities. The Finance Committee shall not unreasonably deny requests from TAF that are necessary to maintain the Shelter's health and safety requirements. The Finance Committee has no authority to increase the Aggregate Funding. The Finance Committee and TAF will meet no less often than every sixty (60) days, or as needed. All TAF's supporting documents and financial records shall be available to the Finance Committee for review upon request in the form they are maintained by TAF. Costs found

to be inappropriately charged against the Shelter service operations will be reversed and corrected.

(e) Operational Collaborative Oversight Committee (the “Operations Committee”). Jurisdiction leaders directly responsible for Animal Protection Services and/or contract administration (e.g. chief/director and assistant or deputy city/county manager level or their employee designee) and TAF operations leaders (e.g. CEO, COO and Chief Veterinary Officer) will convene a collaborative operational issues committee to, without limitation, (i) discuss operational challenges and opportunities for TAF and Animal Protection Services operations; (ii) review the capacity of the Shelter; (iii) make recommendations to the Jurisdictions regarding operational changes or proposed ordinances to improve the Shelter services and Animal Protection Services’ functions; and (iv) flag potential operational problems; and (v) provide consistent communication between TAF and the Jurisdictions. Any significant operational changes proposed by TAF or Animal Protection Services shall be discussed in the Operations Committee. The Operations Committee shall meet no less often than every sixty (60) days, or as needed.

(f) Community Outreach and Communications Committee. Chief/director level outreach leaders from the Jurisdictions (or their employee designee) and TAF shall convene a collaborative community outreach and communications committee to discuss public outreach / community education strategy regarding Animal welfare issues impacting Animal Protection Services and TAF, plan collaborative efforts toward community events and promotion of services, and discuss emerging issues and trends. This committee shall meet no less often than every sixty (60) days, or as needed.

It is and remains the aspirational intent of TAF and the Jurisdictions that all reasonable efforts are made to support lifesaving efforts with regard to the Animals at the Shelter. Further, nothing related to the newly formed Committees is intended to provide that the Jurisdictions may insist on any unfunded mandates or will create any requirement that TAF construct any additional facilities without the Jurisdictions providing capital funding for such facilities. In the event of emergency situations at the Shelter, TAF and the Jurisdictions (through the Committees) agree to continue to work collaboratively towards the resolution of all such situations.

4. Effective January 1, 2024, a new Section 2.14 is hereby added as follows:

**Section 2.14 Pet Support Call Center.** TAF shall operate a Pet Support Call Center. The Pet Support Call Center shall include the following services: (1) the creation and operation of a Pet Support Call Center program, and (2) the addition of targeted staff focused on admissions, transfer partner support and Animal welfare. The Pet Support Call Center will be the centerpiece of a comprehensive managed intake program, providing Residents with live assistance and counseling that addresses human needs while advocating for Animals. Utilizing a social service/ trauma-informed care model, call center counselors will be trained to triage needs: providing personalized assistance, resources and counseling to determine shelter diversion paths and whether an appointment is needed; to immediately

assign priority to emergency cases for same or next-day intake; and to ascertain reasonable time frames for those who are able to help return lost Animals to their owners. Call center counseling will assist in gathering as much pertinent information as possible prior to a needed shelter visit- and in many instances having resources ready, making in-person appointments shorter, as well as more efficient and effective. Call center hours will be regularly scheduled subject to limited, occasional staffing limitations and limited holiday hours from 9:00 a.m. to 9:00 p.m., seven days a week, with bilingual staff available to the extent possible. The Pet Support Call Center will work in close partnership with the City's Animal Protection Services, as the first point of contact for Residents in non-emergency situations, and by referring the most urgent needs in real time to APS. APS dispatch will be able to refer non-emergency found Animal and owner surrender requests directly to the Pet Support Call Center, saving call time and reducing non-emergency needs for Animal Protection Officers to be dispatched.

(a) **Monthly Reports.** TAF shall provide written monthly status reports to the Operations Committee by the 15<sup>th</sup> day of each succeeding month beginning February 15, 2024, detailing the progress made toward meeting the following goals of the Pet Support Call Center and additional targeted staffing:

- (1) 30% reduction of owner-surrender intakes (annual owner-surrenders are approximately 2,700), and
- (2) 10% increase of Animals returned to owner from current rate of 19%.

Monthly reports shall provide information and data on the activities accomplished, the number of individuals served and other such information related to the Pet Support Call Center as reasonably determined by the Operations Committee. TAF must also submit to the Operations Committee, no later than 60 calendar days after the end of each calendar year, a financial report for the use of funds, narrative statement of cumulative accomplishments, and other reports related to the Pet Support Call Center as reasonably required by the Operations Committee. TAF acknowledges that any such information required to be reported pursuant to this Section may be publicly disclosed.

(b) **Transfer Partner Support.** Transfer partners play a critical role in addressing Animal welfare in the Las Vegas valley. TAF will work with these partner agencies that may take transferred Animals from the Shelter who are in need of longer-term specialized training or veterinary care, or a quieter environment outside the Shelter. Supporting the ability for partners to build capacity and take more transferred Animals is anticipated to have a significant impact on managing TAF's kennel census and ensuring Animals in the greatest need of shelter service can be accommodated, resulting in more Animals in homes and less euthanasia. TAF shall add staff capacity to work more efficiently with transfer partners by adding two (2) full-time Shelter staff positions to the transfer and foster team, with the specific role of working directly with paw partners- to maintain continuous communication, improve processes and answer questions; set up

regular/recurring transfer appointments; identify Animals and ensure they are ready for transfer at the time of appointment; and expedite pickup. This is expected to foster stronger and more effective transfer partnerships, and should also add capacity for foster placements.

The following goals are intended:

- (1) Increase transfers by at least 15%; and
- (2) Increase foster placements by at least 20%.

(c) **Targeted Staff Support.** Funding will also provide support for two (2) additional staff positions in Pet Support (Admissions) and two (2) in the Animal Welfare department in order to expand processing hours to better accommodate later hour Animal Protection Services intakes. This is critical to managing daily capacity - keeping receiving areas available for overnight emergency intakes and facilitating movement of Animals through the Shelter as they progress from legal holds to becoming available for adoption or transfer.

(d) **Pet Support Call Center Funding Allocation.** The Parties agree that \$556,500 of the Aggregate Funding is dedicated to the Pet Support Call Center ("Call Center Funding") which shall be a category within the approved budget. Unless the Operations Committee determines that the Pet Support Call Center should be modified or terminated by November 30, 2024, the Pet Support Call Center will continue for the remainder of the Agreement in 2025. If the Operations Committee determines by November 30, 2024 that the Pet Support Call Center should be modified or eliminated for 2025, the Operations Committee shall make a recommendation to the Finance Committee on how to reallocate the Call Center Funding for 2025 within the Shelter. The Call Center Funding shall provide for 6.5 new full-time employees, and new additional TAF support staff for admissions, transfer partner activities and animal welfare of 6 full time employees.

5. Effective January 1, 2024, a new Section 2.15 is hereby added as follows:

**Section 2.15 Allocation of Space.** TAF agrees to provide a designated desk/cubicle space on the TAF campus for the City to share with the other Jurisdictions.

6. Section 3.4 shall be deleted in its entirety.
7. Section 3.10 shall be deleted in its entirety.
8. Effective January 1, 2024, Section 4.1(a) shall be deleted in its entirety and replaced as follows:

**Section 4.1 Aggregate Funding; Adjustments to Aggregate Funding.**

(a) **Aggregate Funding.** TAF and the City acknowledge and agree that the aggregate funding contribution for all of the Jurisdictions (the "Aggregate Funding") for TAF

Shelter operations for the calendar year 2024 shall be \$9,250,965.00 (and subject to increase as of January 1, 2025 pursuant to Section 4.1(b) of the Agreement). TAF shall only use the Aggregate Funding for Shelter operations and for no other purpose, including without limitation not towards operations of its adoption and administrative facilities currently located directly adjacent to the Shelter.

9. Section 4.2 shall be amended to add the following subsection (c) language:

(c) **Transfer of Shelter Capital Reserve.** As detailed in Section 10(A) of the FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED LEASE AGREEMENT FOR ANIMAL SHELTER FACILITY/THE ANIMAL FOUNDATION CAMPUS (the "Lease Amendment"), upon the Shelter Building Transfer the existing Shelter Capital Reserve Fund balance as of December 31, 2023 shall become the Deposit for the purchase of the Shelter Building. Beginning January 1, 2024, the Jurisdictions shall decide whether to create and fund a new account as the new Shelter Capital Reserve Fund going forward which will be held by the Jurisdictions and administered in accordance with an Interlocal agreement entered into between Clark County, City of Las Vegas, City of North Las Vegas. Beginning January 1, 2024, should funding be needed for repair or replacement of the items listed on the current Exhibit "E" to the Agreement, TAF shall advise and seek approval of said costs from the Finance Committee.

(d) Prior to the execution of this Amendment, TAF requested and the Jurisdictions provided certain advances to TAF above the then standard Aggregate Funding in the total amount of \$2,204,006.08 (the "Advances"). In negotiating the amount of the Purchase Price for the Purchased Assets, the Advances were taken into account and as of the execution of this Amendment, TAF shall have no obligation of any kind to repay, refund or otherwise credit the Advances back to the Jurisdictions.

10. Effective January 1, 2024, Section 4.3(a) shall be deleted in its entirety and replaced as follows:

(a) **Allocation of Aggregate Funding.** TAF and the City acknowledge and agree that for calendar year 2024 and 2025 the City shall provide 41.94% of the Aggregate Funding. TAF and the City acknowledge that, pursuant to their respective agreements with TAF, the remainder of the Aggregate Funding for 2024 and 2025 shall be allocated between the other two Jurisdictions as follows: (i) Clark County shall provide 43.48% of the Aggregate Funding and (ii) CNLV shall provide 14.58% of the Aggregate Funding. TAF and the City acknowledge that the allocation of the Aggregate Funding for 2024 and 2025 may be adjusted pursuant to an agreement between or among the affected Jurisdictions, provided that in no event shall any such adjustment have the effect of reducing the amount of such Aggregate Funding or delaying the payments thereof.

11. Sections 4.3(b) is deleted in its entirety.



12. Section 4.9(a) shall be deleted in its entirety and replaced as follows:

(a) TAF shall provide to the Finance Committee by January 1 of each year an annual itemized budget for the current year starting in 2024, which will be reviewed by the Finance Committee. The annual itemized budget shall include TAF's projected revenues and expenses relating to the services provided under this Agreement. The itemized operational cost budget for the Shelter shall not exceed the Aggregate Funding amount for that year. The 2024 annual itemized budget is attached as Exhibit "F". TAF shall not exceed its spending beyond any particular budget category, or create any new line items or budget categories, without the approval of the Finance Committee. Any unused or unspent Funding for 2024 shall be retained by the Jurisdictions and may at the discretion of the Finance Committee be re-allocated to TAF to provide for additional programs to improve Shelter Services.

13. A new Section 4.12 is hereby added as follows:

**Section 4.12 Ownership and/or Use of Shelter Building.** Pursuant to the Lease Amendment, on or before July 31, 2024, the CITY shall acquire from TAF the Purchased Assets as defined in the Lease Amendment. As set forth in the Lease Amendment, as of the Shelter Building Transfer date, and until the expiration or earlier termination of this Agreement, the Purchased Assets will be leased by TAF as detailed in the Amended Lease for use by TAF in providing the Shelter services under this Agreement.

14. Section 7.2. shall be deleted in its entirety and replaced as follows:

**Section 7.2. Term.** This Agreement shall terminate at the close of business on June 30, 2025, unless the term hereof is extended in accordance with this Section 7.2. This Agreement may be extended for up to two five-year periods, by the mutual agreement of the Parties, provided that the City must notify TAF by no later than six (6) months prior to the end of the then-current term, as to whether the City desires the term to be so extended and provided that TAF is under no obligation to agree to the extension without a new agreement or modifications to this Agreement. If in contemplation of the termination of this Agreement for any reason, the Parties, by mutual agreement, may extend the term of this Agreement for a period of up to one year to provide operational continuity of the Shelter.

15. Miscellaneous Provisions.

(a) All other terms and conditions of the Agreement, except as specifically amended herein, shall remain unmodified and in full force and effect and are hereby ratified.

(b) The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

(c) City and TAF represent and warrant to each other that each has the legal capacity and authority to execute this Amendment, that each has neither received nor relied upon any oral or written representation of the other regarding any fact in executing this Amendment, and that each has had the opportunity to receive advice from independent legal counsel with respect to this Amendment.

(d) This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

(e) This Amendment shall not constitute consent or approval to any future modifications, amendments, changes or extensions to the Agreement, and shall not relieve TAF or any person claiming under or through TAF of the obligation to obtain the approval of the City Council, to the extent required under the Agreement, to any future modifications, amendments, changes or extensions to the Agreement and the terms and conditions thereof be expressed in a written document signed by both Parties.

**[Intentionally Left Blank; Signatures Contained on Next Page]**



IN WITNESS WHEREOF, the City and TAF have executed this First Amendment to the Amended and Restated Animal Care and Shelter Services Agreement as of the date set forth above.

**CITY OF LAS VEGAS**

By: \_\_\_\_\_

CAROLYN G. GOODMAN, Mayor

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

**ATTEST:**

By: \_\_\_\_\_

LuAnn D. Holmes, MMC

City Clerk

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

**Council Action:** \_\_\_\_\_, 20\_\_\_\_; Item # \_\_\_\_\_

**APPROVED AS TO FORM:**

Dimitri P. Dalacas  
Deputy City Attorney

By: \_\_\_\_\_



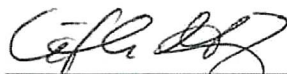
12/5/2023

Deputy City Attorney

Date

**THE ANIMAL FOUNDATION**

By: \_\_\_\_\_



Printed Name: Hilane Grey

Title: Chief Executive Officer

Date: 12/5/23

# EXHIBIT F

## THE ANIMAL FOUNDATION

### Shelter Services Budget

	JAN - DEC 2024
Salaries and Wages	\$ 4,835,199
Benefits	\$ 1,095,173
Veterinarian Expenses	\$ 1,121,085
Operational Expenses	\$ 271,950
Facility Expenses	\$ 167,316
Administrative Expenses	\$ 672,005
Insurance	\$ 168,000
Utilities	\$ 363,737
Call Center Expenses	\$ 556,500
<b>Total Expenses</b>	<b>\$ 9,250,965</b>