

RESOLUTION NO. R-32-2023

**RESOLUTION TO GRANT FUNDS TO THE ANIMAL FOUNDATION
FOR PET SUPPORT INITIATIVE**

WHEREAS, THE ANIMAL FOUNDATION (“Recipient”), is a Nevada non-profit corporation established for religious, charitable or educational purposes as defined by NRS 268.028 and NRS 372.3261; and

WHEREAS, Recipient operates the regional Lied Animal Shelter (“Shelter”), pursuant to service agreements and interlocal agreements, for the City of Las Vegas (“City”) as well as for the City of North Las Vegas and Clark County, independent of this Resolution; and

WHEREAS, Recipient, located at 655 N. Mojave Road, Las Vegas, Nevada 89101, is requesting support from its jurisdictional partners for enhanced lifesaving programs to help maintain healthy Shelter capacity for animals in urgent need by supporting residents with personalized assistance and through additional support for work with shelter and rescue partners through their Pet Support Initiative (the “Program”); and

WHEREAS, pursuant to NRS 268.028, the Las Vegas City Council may expend money for any purpose which will provide a substantial benefit to the inhabitants of the City of Las Vegas or grant money to a private organization, not-for-profit, to be expended for the selected purpose; and

WHEREAS, NRS 268.028 further provides that such a grant of money must be made by means of a resolution that specifies the purpose of the grant, the maximum amount to be expended from the grant, and any conditions or other limitations on the expenditure of the grant; and

WHEREAS, Recipient has requested financial assistance from the City, City of North Las Vegas and Clark County to assist with operating costs associated with the Program, administered solely for the Shelter at 655 N. Mojave Road, Las Vegas, Nevada; and

WHEREAS, the City, City of North Las Vegas and Clark County desire to grant to Recipient a total of up to Five-Hundred Thirty-Five Thousand and no/100 Dollars (\$535,000) (the “Grant Funds”) for use in connection with Recipient’s request for financial assistance to assist with operating costs associated with the Program; and

WHEREAS, the City desires to allocate up to Two-Hundred Twenty-Four Thousand Three-Hundred Seventy-Nine and no/100 Dollars (\$224,379.00) (the “Funds”) as its portion of the Grant Funds in City general funds to Recipient to assist with the operating costs for its Pet Support Initiative Program, subject to the conditions and other limitations described in this Resolution; and

WHEREAS, the City hereby determines that the purpose for which the Funds will be used by the Recipient, as identified in Exhibit “A”, “Eligible Expenditures”, attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set

forth below.

NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, that City funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

- A. The City will provide up to Two-Hundred Twenty-Four Thousand Three-Hundred Seventy-Nine and no/100 Dollars (\$224,379.00) in Fiscal Year 2024 in City general funds (the "Funds") to Recipient to assist with the operational costs for the Pet Support Initiative Program, during the period from August 1, 2023 through July 31, 2024, as outlined in Exhibit "A", "Eligible Expenditures."
- B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Significant changes in the Scope of Services, as described in Exhibit "B" must receive prior written approval of the CITY.
- C. Recipient shall provide written monthly Program reports to the City's Department of Public Safety that are due by the 1st day of each month beginning September 1, 2023 and ending August 1, 2024. Monthly reports shall provide information and data on the activities accomplished, the number of individuals served and other such information related to the Program as required by the City. Recipient must also submit to the City, no later than 60 calendar days after the end date of the period of performance, financial report for the use of Funds, narrative statement of cumulative accomplishments, and other reports related to the Program as required by the City. Recipient acknowledges that any such information required to be reported pursuant to this Resolution may be publicly disclosed.
- D. Recipient acknowledges these Funds are not to be used for research and development activities or any other activities outside the Scope of Services.
- E. The contact person for the City is Jason Potts, Director, City Department of Public Safety, 3300 E. Stewart Avenue, Las Vegas, Nevada 89101.

II. General Conditions

- A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City ordinance or state or federal statute.
- B. The City will require the Recipient to be bound by all City ordinances and state and federal statutes, as required.

- C. As a condition precedent to receiving any Funds pursuant to this Resolution, Recipient shall execute the "Acceptance of City's Resolution to Grant Funds to The Animal Foundation for Pet Support Initiative and Agreement to Comply with Fund Conditions" attached to the end of this Resolution.
- D. Recipient has requested the financial support of the City to enable Recipient to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the City may be claimed or found to exist, Recipient shall be an independent contractor, only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the City. The Las Vegas City Council has not delegated to any City officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the City, except as specified in other agreements.

- E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein.
- F. Recipient understands and agrees that the advancing of Funds to the Recipient for Eligible Expenditures identified in Exhibit "A," attached hereto and incorporated herein by reference, shall be determined by the City in its sole discretion. On or as reasonably near the first day of each calendar month, the City shall disburse to Recipient 1/12th of the Funds (\$18,698.25), to be used solely and exclusively for Eligible Expenditures. City may also schedule disbursements to Recipient for Eligible Expenditures in amounts to be verified in the City's sole and subjective discretion throughout the period of performance of this Resolution, which shall not exceed the total amount of Two-Hundred Twenty-Four Thousand Three-Hundred Seventy-Nine and no/100 Dollars (\$224,379.00). The City may in its sole and absolute discretion withhold or decrease payments (i) if unauthorized costs are identified and/or (ii) if Funds are not being expended during the period of performance and/or (iii) if reasonable documentation related to the Program requested by the City is not provided and/or (iv) if City of North Las Vegas and/or Clark County fail to provide their share of Grant Funds to assist with operating costs associated with the Program and/or (v) if the Amended and Restated Animal Care and Shelter Services Agreement made and entered into between the City and Recipient as of February 18, 2015 is terminated for any reason and/or (vi) if the operations of the Program are not being conducted properly, consistent with this Resolution and the City's objectives. Notwithstanding the forgoing, the City's payment of such amounts shall not be deemed City's approval or acceptance of the expenses. Recipient agrees that it shall properly and timely use and spend the entire amount of Funds provided under this Resolution during the Period

of performance of this Resolution. If Recipient fails to properly and/or timely use and spend any amount of Funds provided under this Resolution within that period of performance, then Recipient agrees to return the balance of the Funds to the City within 30 days of the termination of this Resolution.

- G. As a condition precedent to receiving any Funds pursuant to this Resolution, Recipient shall obtain and maintain, for the duration of this Resolution, each of the insurance policies, including endorsements thereto, set forth in the Amended and Restated Animal Care and Shelter Services Agreement made and entered into between the City and Recipient as of February 18, 2015.
- H. Recipient shall reasonably allow duly authorized representatives of the City or independent auditors contracted by the City, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:
 - 1. Whether the objectives of the Program are being achieved;
 - 2. Whether the Program is being operated in an efficient and effective manner;
 - 3. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
 - 4. Whether the financial operations of the Program are being conducted properly, consistent with this Resolution and the City's objectives;
 - 5. Whether the periodic reports to the City contain accurate and reliable information; and
 - 6. Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal law and regulations and this Resolution.

Visits by the City, independent auditors contracted by the City, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be reasonably granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may reasonably interview recipients of the services of the Program.

- I. Recipient shall protect, defend, indemnify, and save harmless the City at Recipient's expense, by legal counsel reasonably satisfactory to City, from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees and costs incurred by the City in defense of handling of said suits, demands, judgments,

liens, and claims and all reasonable attorney's fees and investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Resolution. In the event that the City incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient. In no event shall the language in this paragraph constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

- J. Recipient will not use any Funds or resources which are supplied by the City in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the City of any legal action which is filed by or against it.
- K. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against City, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.
- L. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend to improperly influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.
- M. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.
- N. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.
- O. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably by his or her private financial interests.
- P. No officer, agent, consultant, employee, or elected or appointed official of the City, or Recipient, shall have interest, direct or indirect, financial or otherwise, in any other contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or

business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

- Q. None of the personnel employed in the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.
- R. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

III. Financial Management

- A. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the City or independent auditors contracted by the City, or any combination thereof. Recipient will provide a copy of its most recent audit to the City. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Program services, and other persons, each which pertains to Recipient's financial transactions with respect to the Program and necessary to facilitate the audit.
- B. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the City.
- C. Eligible Expenditures of the Funds are delineated in Exhibit "A". Recipient shall not make any changes in expenditures in Exhibit "A" without prior approval of the City.
- D. Eligible Expenditures by Recipient from the City Funds will be accounted for in a ledger separate from all other revenue sources.
- E. In the event that the City finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the City reserves the right to extract that portion for other projects and programs under the City's jurisdiction.
- F. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the City any Funds on hand at the time of expiration or revocation.

IV. Expiration, Modification, or Revocation of Resolution

- A. This Resolution will commence upon its approval and signature by all parties and shall be completed by July 31, 2024. A time extension of up to six months may be authorized by the City Manager, or designated representative, if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the City. Time is of the essence of each provision hereof.
- B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification by any applicable state or federal statutes or regulations.
- C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the City. Any such assignment or delegation made without the required consent shall be void and may, at the option of the City, result in the forfeiture of all financial support provided herein.
- D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the City may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2023.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

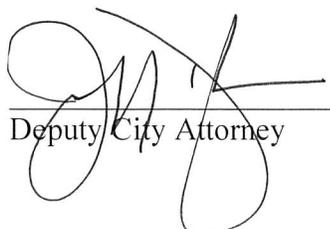
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Deputy City Attorney Date 7/5/2023

EXHIBIT "A"

ELIGIBLE EXPENDITURES

THE ANIMAL FOUNDATION

PET SUPPORT INITIATIVE

Fiscal Year 2024

The following items may be paid with the Funds, not to exceed Two-Hundred Twenty-Four Thousand Three-Hundred Seventy-Nine and no/100 Dollars (\$224,379.00):

Call Center Staff*	\$300,000
Admissions, Transfer and Animal Welfare Staff*	\$235,000
	<hr/>
TOTAL GRANT FUNDS (amongst all governmental units)	\$535,000

*Staffing expenditures include a burden rate of 35% , which accounting method provides the City and the Recipient a standardized method of calculating certain inherent expenses.

EXHIBIT "B"

THE ANIMAL FOUNDATION

PET SUPPORT INITIATIVE

SCOPE OF SERVICES

Fiscal Year 2024

1. City will provide up to Two-Hundred Twenty-Four Thousand Three-Hundred Seventy-Nine and no/100 Dollars (\$224,379.00) in Fiscal Year 2024 in City general funds (the "Funds") to THE ANIMAL FOUNDATION ("Recipient") to assist with operating and program expenses associated its PET SUPPORT INITIATIVE program (the "Program").
2. Specifically, the objectives of the Program in this fiscal year will be:

A. Pet Support Call Center

A 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 are 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. Unlike a self-service appointment or walk-in model, 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 from 9:00 a.m. to 9:00 p.m., seven days a week, with bilingual staff available to the extent possible.

Nothing contained in this agreement shall relieve Recipient of any obligation arising out of the Amended and Restated Animal Care and Shelter Services Agreement with the City.

The Pet Support Call Center will work in close partnership with 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.

Goals:

- **Reduce wait times for non-emergency found animal appointments to 72 hours within the first full calendar month of operations.**

- **Reduce owner surrender intakes by at least 30 percent by end of 2023.**
- **Increase shelter returns to owner by 10 percent by the end of 2023.**

B. Transfer Partner Support

Transfer partners play a critical role in addressing animal welfare in the Las Vegas valley. The Animal Foundation works with dozens of 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 will have a significant impact on managing The Animal Foundation'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. The cost and availability of veterinary services, including vaccinations, spay and neuter surgeries and other specialized care is a significant barrier to taking transfers for many partners.

- Add staff capacity to work more efficiently with transfer partners: Add **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 will not only ensure stronger and more effective transfer partnerships, but will also add capacity for foster placements.

Goals:

- **Increase transfers by at least 15 percent.**
- **Increase foster placements by at least 20 percent.**

C. Targeted Staff Support

Funding 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.

3. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of five (5) years.
4. Recipient will provide to City written notice of any significant Program changes during the fiscal year for which City funds are allocated under the provisions of this Resolution.

ACCEPTANCE OF CITY'S RESOLUTION TO GRANT FUNDS TO THE ANIMAL
FOUNDATION FOR PET SUPPORT INITIATIVE AND
AGREEMENT TO COMPLY WITH FUND CONDITIONS

I, _____, as _____ of THE ANIMAL FOUNDATION, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the Funds made available and the conditions imposed upon the Funds contained in the RESOLUTION TO GRANT FUNDS TO THE ANIMAL FOUNDATION FOR PET SUPPORT INITIATIVE program, adopted by the Las Vegas City Council, Clark County, Nevada, on the ____ day of _____, 2023, a copy of which is attached hereto and incorporated herein.

EXECUTED this ____ day of _____, 2023.

THE ANIMAL FOUNDATION

By: _____

Its: _____

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

This instrument was acknowledged before me on this ____ day of _____, 2023 by _____ as _____ of The Animal Foundation.

Notary Public

(SEAL)

My Commission expires: _____