

**RESOLUTION TO GRANT FUNDS TO THE ANIMAL FOUNDATION
FOR MISSION: POSSIBLE 2020**

WHEREAS, THE ANIMAL FOUNDATION ("Recipient"), located at 655 N. Mojave Road, Las Vegas, NV 89101, proposes to save all healthy and treatable animals who enter their care by the end of the year 2020 through their five-year initiative Mission: Possible 2020 (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, Recipient has requested financial assistance from the City of Las Vegas ("City") to assist with program costs associated with the Program, administered primarily at 655 N. Mojave Road, Las Vegas, NV; and

WHEREAS, on May 21, 2018, the City allocated Five Hundred Thousand and no/100 Dollars (\$500,000.00) in City Special Revenue Funds to Recipient to assist with the operating costs for its Mission: Possible 2020 programs; and

WHEREAS, Recipient is a nonprofit organization created 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, pursuant to service agreements and interlocal agreements, for the City as well as for the City of North Las Vegas and Clark County, independent of this Resolution; and

WHEREAS, the City hereby determines that the purpose for which the Funds (as hereinafter defined) 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, 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 Five Hundred Thousand and no/100 Dollars (\$500,000.00) in Fiscal Year 2019 in City Special Revenue funds (the "Funds") to Recipient to assist with the operational costs for Mission: Possible 2020, during the period from July 1, 2018 through June 30, 2019, 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. Changes in the Scope of Services, as described in Exhibit "B" must receive prior written approval of the CITY.
- C. Recipient will provide Program reports to reports to the Department of Public Safety at the end of the program year beginning July 1, 2018 and ending June 30, 2019.
- D. Recipients acknowledge these funds are not to be used for research and development activities.
- E. The contact person is Timothy Shattler, Deputy Chief, 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. 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.

- D. 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.
- E. Insurance Requirements:
 - 1. If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily

injury and property damage, with minimum coverages as follows:

Bodily Injuries: \$1,000,000 each person;
 \$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
 \$1,000,000 each occurrence; and

2. Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.
 3. Recipient shall furnish to the City a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Resolution and shall notify the City at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The City shall be named as an additional insured party to all policies of insurance obtained pursuant to this Resolution. The City shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.
- F. Recipient shall 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;
 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 granted, access to all of the books, documents, papers, and records of Recipient which related to the program. Such persons may interview recipients of the services of the Program.

- G. Recipient shall protect, defend, indemnify, and save harmless the 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 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.

- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.

- N. 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 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.
- O. 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.
- P. 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 Administrative Services. 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 pertaining to such financial transactions 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 June 30, 2019. 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.
- 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 19th day of July, 2018.

CITY OF LAS VEGAS

By: CG Goodman
Carolyn G. Goodman, Mayor

ATTEST:

LuAnn D. Holmes
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

V. P. S. S. S. 6/26/18
Date

EXHIBIT "A"

ELIGIBLE EXPENDITURES

THE ANIMAL FOUNDATION

MISSION: POSSIBLE 2020

Fiscal Year 2019 in City Special Revenue Funds

The following items may be paid with the City Special Revenue Funds, not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00):

Community Cats Program
KEPPT Program
CARE Fund
Foster Program Improvements
Adoption Promotions
Spay/Neuter, Vaccine, & Microchip/ID Promotions
Paw Partner Program Growth
Animal Enrichment

TOTAL	\$500,000.00
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EXHIBIT "B"

THE ANIMAL

FOUNDATION MISSION:

POSSIBLE 2020 SCOPE OF

SERVICES

Fiscal Year 2019

1. City will provide Five Hundred Thousand and no/100 Dollars (\$500,000.00) in Fiscal Year 2019 in City Special Revenue Funds (the "Funds") to THE ANIMAL FOUNDATION ("Recipient") to assist with operating and program expenses associated its MISSION: POSSIBLE 2020 program (the "Program").
2. During the program year ending June 30, 2019, Recipient will provide programs to Southern Nevadans that will contribute toward achieving the goal established to save all healthy and treatable animals who enter the Recipient's care by the end of the year 2020.
3. Specifically, the objectives of the Program in this fiscal year will be:
 - a. The Community Cats Program will serve up to 5,000 additional cats;
 - b. The KEPPT Program will serve up to 3,000 animals;
 - c. CARE Fund will save hundreds of animal lives;
 - d. The improvements to the Foster Program will save up to 1,000 additional animal lives;
 - e. The promotions for Adoptions will save up to 1,000 additional animal lives;
 - f. Spay/Neuter, Vaccine, & Microchip/ID Promotions will serve over 2,000 animals;
 - g. The Paw Partner Program Growth will serve up to 3,000 additional animal lives; and
 - h. The Animal Enrichment Program will save hundreds of lives.

4. 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 four (4) years.
5. 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 MULTI-PURPOSE SPECIAL REVENUE FUND AND
AGREEMENT TO COMPLY WITH FUND CONDITIONS

I, Carly A Scholten as Chief Operating Officer 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 that the funds contained in the Resolution to Grant City Special Revenue Funds to THE ANIMAL FOUNDATION, for the MISSION: POSSIBLE 2020 program, adopted by the Las Vegas City Council, Clark County, Nevada, on the 18th day of July, 2018, a copy of which is attached hereto and incorporated herein.

EXECUTED this 18th day of July, 2018.

THE ANIMAL FOUNDATION

By: Carly A Scholten

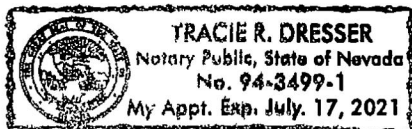
Its: Chief Operating Officer

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on this 18th day of July, 2018 by Carly Anne Scholten as Chief Operating Officer of The Animal Foundation.

[Signature]
Notary Public

(SEAL)



My Commission expires: July 17 2021