

**Carson City  
Agenda Report**

**Date Submitted:** April 28, 2015

**Agenda Date Requested:** May 7, 2015  
**Time Requested:** 10 minutes

**To:** Mayor and Board of Supervisors

**From:** Health and Human Services (Nicki Aaker)

**Subject Title:** For Possible Action: Action to authorize the mayor to sign a Memorandum of Agreement between Carson City, a consolidated municipality, and Friends of Carson Animal Support Initiative (CASI) relating to the provision of funds and fundraising for an Animal Services Facility. *(Nicki Aaker)*

**Staff Summary:** CASI is a private volunteer nonprofit organization with the mission of raising funds to assist Carson City in the building and operating of an animal services facility. This memorandum of agreement outlines CASI's and Carson City's duties in regards to the funding and building of the Animal Services Facility.

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** To authorize the mayor to sign a Memorandum of Agreement between Carson City, a consolidated municipality and Friends of Carson Animal Support Initiative (CASI) relating to the provision of funds and fundraising for an Animal Services Facility.

**Explanation for Recommended Board Action:** CASI was organized to financially assist Carson City with building a new Animal Services Facility, and raise the community's awareness about the condition of the current facility and the benefits of a new facility. Also, as outlined in the memorandum of agreement, representatives of CASI have actively participated in meetings regarding the construction of the new facility.

**Applicable Statute, Code, Policy, Rule or Regulation:** None

**Fiscal Impact:** Carson City to receive donated funds from CASI.

**Explanation of Impact:** CASI plans to donate funds (\$200,000) to Carson City for the construction and equipping of a new Animal Shelter Facility.

**Funding Source:** Donation from CASI

**Alternatives:** Not to authorize the mayor to sign a Memorandum of Agreement between Carson City, a consolidated municipality and Friends of Carson Animal Support Initiative (CASI) relating to the provision of funds and fundraising for an Animal Services Facility.

**Supporting Material:** Memorandum of Agreement between Carson City, A consolidated municipality and friends of CASI relating to the provision of funds and fundraising for an animal services facility in Carson City

**Prepared By:** Nicki Aaker, MSN, MPH, RN

**Reviewed By:** N. Aaker Date: 4/28/15  
(Department Head)  
Nicki Aaker Date: 4/28/15  
(City Manager)  
[Signature] Date: 4/28/15  
(District Attorney)  
[Signature] Date: 4/28/15  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CARSON CITY, A CONSOLIDATED MUNICIPALITY AND  
FRIENDS OF CASI  
RELATING TO THE PROVISION OF FUNDS AND  
FUNDRAISING FOR AN ANIMAL SERVICES FACILITY**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into as of May 7, 2015, by and among Carson City, a consolidated municipality corporation (“City”); and Friends of Carson Animal Services Initiative (“CASI”) a private all volunteer nonprofit organization, to fund a safe and humane Animal Services Facility in Carson City.

WHEREAS, City recognizes its duties under NRS 574.370 to provide a clean and well maintained facility for dogs and cats;

WHEREAS, NRS 574.370 through 574.440, inclusive, provides mandates which are becoming increasingly more difficult for City to meet given the condition of the current shelter;

WHEREAS, it is recognized that a contributing factor to the overcrowding of the Animal Services Facility is the lack of adequate housing space for the population of dogs and cats which come into the shelter;

WHEREAS, Friends of CASI’s mission is to raise funds to assist the City in building, and operating, a state-of-the-art Animal Services Facility for all animals in need;

WHEREAS, in accordance with the terms and conditions set forth in this MOA, the parties agree to cooperate and contribute as designated herein;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of both parties and other good and valuable consideration as hereafter set forth, the parties hereto covenant and agree as follows:

**FUNDING OF THE ANIMAL SERVICES FACILITY**

- A. The Animal Services Facility is one of several designated construction projects contending for the revenue of bond proceeds of the one-eighth of one percent (0.125%) sales tax. The funding of the construction of the Animal Services Facility by the City is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise being made available by the Board of Supervisors. The other contributions, as applicable, anticipated by fundraising by Friends of CASI are a portion of the funding strategy for the completion of the project.

- B. Friends of CASI will raise funds from worthwhile activities, donations and grants in the initial amount of \$200,000 to give to the City for the construction and equipping of a new shelter; Funds initially provided by Friends of CASI, under this MOA, shall be utilized by city in accordance with this MOA for Facility construction which can include furniture, fixtures and equipment.

**Friends of CASI'S DUTIES**

- A. Raise community awareness about the conditions of the current Facility and the benefits of the new Facility;
- B. Raise money to help with the construction and equipping costs of the new Facility;
- C. Provide citizen oversight of the facility and stay engaged throughout the construction, completion and operation of the new Facility.

**CITY'S DUTIES**

Take into consideration the purposes and goals of the Friends of CASI in providing money to the city under this agreement.

Ensure that the new facility, to the extent feasible, is built in compliance with the best practices standards to include:

- A. Appropriate medical facilities;
- B. Intake and assessment area which is suitable for providing timely services;
- C. Sufficient space to conduct meet and greets for potential adopters;
- D. Ample space to conduct educational programs;
- E. Safe and adequate play yard.

**MUTUAL GOALS OF THE PARTIES**

- A. Build a safe and humane animal shelter
- B. Develop effective educational and outreach programs
- C. Provide low cost spay and neuter services
- D. Maintain a collaborative relationship between Friends of CASI and the City

## **TERM OF MOA**

This MOA shall commence upon the approval of all parties and remain in effect until terminated.

## **TERMINATION**

This Agreement may be terminated upon thirty (30) days written notice, by mutual consent of all parties, or unilaterally by either party without cause, provided that any money received by city from the Friends of CASI prior to termination shall be utilized by city in the performance of duties expressed herein.

## **MODIFICATION/AMENDMENT**

This MOA shall not be modified or amended except by the express written agreement of CITY and Friends of CASI, signed by a duly authorized representative of each party. Any other attempt to modify or amend this MOA shall be null and void and may not be relied upon by any party.

## **INDEPENDENT ENTITIES**

CITY AND Friends of CASI are all independent entities and nothing contained in this MOA shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties among them, contracting with each other solely for the purpose of carrying out the provisions of this MOA on a several basis.

## **NOTICES**

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

Carson City  
Attn: City Manager  
102 North Carson Street  
Carson City, Nevada 89701

Friends of CASI  
112 N. Curry St.  
Carson City, NV 89703

**ENTIRE MOA**

This executed MOA contains the entire agreement among the parties hereto relating to rights granted and obligations assumed by the parties herein. Any prior agreement, contract, promises, negotiations, or representation, either oral or written, relating to the subject matter for this MOA not expressly set forth in this MOA is superseded by this MOA and of no further force or effect.

IN WITNESS WHEREOF, CITY AND Friends of CASI have caused this MOA to be executed by their duly authorized representatives.

**Friends of CARSON ANIMAL SERVICES INITIATIVE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CARSON CITY**

\_\_\_\_\_  
By: Robert Crowell  
Its: Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK