RESOLUTION TO PROVIDE A GRANT TO HEAVEN CAN WAIT ANIMAL SOCIETY

WHEREAS, Heaven Can Wait Animal Society, DBA Heaven Can Wait Spay/Neuter Clinic, hereafter "Recipient," works toward eliminating unwanted animals in our community through sterilization; and

WHEREAS, Recipient at its own expense has developed the Spay/Neuter Clinic and set a goal to provide 12,000 cat and dog sterilizations valley wide and, pursuant to this resolution, will provide unincorporated Clark County citizens and their animals 2,000 low cost to free pet sterilization services; and

WHEREAS, pursuant to NRS 244.1505, the Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of Clark County or grant money to a private organization, not for profit, to be expended for the selected purpose; and

WHEREAS, Recipient, is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505; and

WHEREAS, the Board of County Commissioners hereby determines that the purpose for which the funds are expended will provide a substantial benefit to the inhabitants of Clark County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Clark County, Nevada, to grant to Recipient $120,000 upon execution of this resolution, subject to the following terms and conditions:

1. Recipient will operate as the Heaven Can Wait Animal Society, DBA Heaven Can Spay/Neuter Clinic located at 546 North Eastern Avenue, Suite #175, Las Vegas, Nevada 89101.

2. For the period July 1, 2011 to June 30, 2012, Recipient hereby shall provide unincorporated Clark County citizens and their cats and dogs at least 2,000 low cost to free pet sterilization services (800 cats and 1,200 dogs). If the County refers an individual they will be given a discount at the discretion of Recipient. Financial need should be considered. In addition, if a Clark County client shows a SNAP or TANF card, Medicaid card, or Social Service Medical card, or NV Check up card along with identification that shows the names match the low cost sterilization and vaccination services shall be provided for a maximum charge of $10 for cats and $20 for dogs. It is reserved unto Recipient discretion to deny service to any referred individuals for a lawful reason, animal condition, or because they did not prove that they couldn’t afford the cost of sterilization.

3. Recipient hereby agrees to provide 83 sterilizations monthly for feral cats to be done on a weekday (Monday through Thursday) in addition to at least 2,000 feral cats sterilized through the monthly feral cat clinics.

4. Recipient will reserve capacity for priority pet sterilization referrals from Clark County Animal Control. These animals will be scheduled at the first possible appointment to complete the required procedure. If microchips are provided free to the Recipient, they will agree to implant them at no cost.

April 20, 2011
5. Recipient will provide County monthly reports of all sterilizations completed for unincorporated Clark County pets and feral cats broken down by:
   - Zip Code
   - SNAP or TANF card, Medicaid or Social Service Medical card, or NV Check up card holders
   - Animal Control referrals

6. The County shall have no relationship whatsoever with the services provided, except as otherwise specifically provided herein. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only. Nothing herein shall be construed to imply a joint venture, principal and agent, or employer and employee relationship between the County and the Recipient, and no party will have any right, power or authority to create any obligation, express or implied, on behalf of the other. Each party shall be responsible for its own acts or omissions arising out of or related to this Resolution.

7. Recipient may not assign any functions required under this Resolution without the express written consent of the County. In the event that Recipient is allowed to assign some or all of the functions required under this Resolution, Recipient will abide by all state and federal laws governing workers compensation benefits and employee taxes, as they may be applicable.

8. Recipient will protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature, excepting those proximately the result of the County’s acts or omissions, in connection with, or arising out of any activities undertaken pursuant to this Resolution. Recipient's obligation as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense or handling of said suits, demands, judgments, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. In the event that the County 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.

9. Recipient will not use any funds or resources that are supplied by the County in litigation against any person, natural or otherwise, or in its own defense in any such litigation. Recipient agrees to notify the County of any legal action that is filed by or against the Recipient.

10. Recipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any County ordinance or State or Federal statute.

11. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, 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.

April 20, 2011
12. Notices shall be directed as follows:

TO COUNTY: Sabra Smith-Newby
500 S. Grand Central Parkway
PO BOX 551712
Las Vegas, NV 89155-1712
(702) 455-3530 phone
(702) 455-3558 fax

TO RECIPIENT: Harold Vosko, President
Heaven Can Wait Animal Society, DBA Heaven Can Spay/Neuter
Clinic
P.O. Box 30158
Las Vegas, NV 89173
(702) 227-5555 phone
(702) 898-1643 fax

PASSED, ADOPTED and APPROVED this _____ day of __________, 2011.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By ________________________________
SUSAN BRAGER, CHAIR

ATTEST:

______________________________
DIANA ALBA, COUNTY CLERK

APPROVED AS TO FORM ONLY:

______________________________
DAVID ROGER
DISTRICT ATTORNEY

By: ____________________________
ELIZABETH VIBERT, Deputy District Attorney
ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Harold Vosko, President of Heaven Can Wait Animal Society, a Nevada non-profit
corporation, on behalf of that corporation do hereby accept the grant made and the conditions
imposed upon that grant contained in The Resolution To Provide A Grant To Heaven Can Wait
Animal Society, adopted by the Board of County Commissioners of Clark County, Nevada on the
21st day of April, 2011, a copy of which is attached hereto and incorporated herein.

EXECUTED this 21st day of April 2011.

Heaven Can Wait Animal Society

BY ____________________

Harold Vosko, President

STATE OF NEVADA)

) SS:

COUNTY OF CLARK)

This instrument was acknowledged before me on April 20, 2011,
by Harold Vosko, President of Heaven Can Wait Animal Society.

________________________________

NOTARY PUBLIC

(My commission expires: Oct 26, 2014)

April 20, 2011