



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 06/06/2023

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Friends of Pima Animal Care Center

***Project Title/Description:**

Funding agreement between Pima Animal Care Center (PACC) and Friends of PACC for one provisional veterinarian position

***Purpose:**

PACC currently employees a staff of veterinarians, and Friends of PACC funds one of the veterinarian positions. Friends of PACC wishes to enter into an agreement to provide funding for one provisional full-time veterinarian position at PACC in order to reduce the effects of extended vacancies due to veterinarian positions being difficult to fill. If one of the existing veterinarian positions becomes vacant, the provisional veterinarian will fill that open position.

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

PACC will use the funding agreement to staff one provisional veterinarian position.

***Public Benefit:**

The public benefits because the funding agreement will allow PACC to continue to provide veterinary services to shelter pets in preparation for their adoptions, and to potentially provide more services to underserved areas of Pima County.

***Metrics Available to Measure Performance:**

Semi-annual reporting is required and due on October 31 and April 30. Reports must include the following: Number of animals examined by the provisional veterinarian over the previous six (6) months; number of surgeries performed by the provisional veterinarian over the previous six (6) months; number of foster appointments over the previous six (6) months; number of pets saved (live outcomes) over the previous six (6) months; and a summary for each period of any notable activities, challenges or outcomes.

***Retroactive:**

No.

GMT approves
Ret
5/18/23

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: GTAW Department Code: PAC Grant Number (i.e., 15-123): 23-145
Commencement Date: July 1, 2023 Termination Date: June 30, 2024 Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ 150,000.00

*All Funding Source(s) required: Friends of Pima Animal Care Center

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: N/A

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
N/A

Contact: JJ Johnson

Department: PAC

Telephone: 724-2796

Department Director Signature: _____

Date: 5/16/23

Deputy County Administrator Signature: _____

Date: 19 May 2023

County Administrator Signature: _____

Date: 5/20/2023

**FUNDING AGREEMENT
BETWEEN
PIMA ANIMAL CARE CENTER AND
FRIENDS OF PIMA ANIMAL CARE CENTER FOR
ONE PROVISIONAL VETERINARIAN POSITION**

1. Parties and Purpose.

1.1. Parties. This Funding Agreement (“Agreement”) is between Pima County, a body politic and corporate of the State of Arizona (the “County”), on behalf of Pima Animal Care Center (“PACC”), and Friends of Pima Animal Care Center (“Friends of PACC”), an Arizona nonprofit corporation; collectively, “the Parties.”

1.2. Purpose. PACC currently employs a staff of veterinarians. Friends of PACC currently funds one of the veterinary staff positions at PACC. Friends of PACC wishes to enter into an Agreement to provide funding for one provisional full-time veterinarian position at PACC. If one of the existing veterinarian positions becomes vacant, the provisional veterinarian will fill that open position.

1.3. Authority. The County is authorized to enter into this Agreement pursuant to A.R.S. § 11-251(62).

2. Term.

2.1. Initial Term. The term of this Agreement for funding is for a one-year period that commences on July 1, 2023 and will terminate on June 30, 2024 (“Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus and exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the Parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

2.2. Extension Options. The County may renew this Agreement for up to three (3) additional periods of up to one year each (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Work.** The County and Friends of PACC agree upon the Scope of Work as described in **Exhibit A** (1 Page), at the dates and times described in **Exhibit A**, or, if **Exhibit A** contains no dates or time frames, then upon agreement by the Parties.

3.1. Personnel. Friends of PACC will be consulted on the hiring and date of hire for the one provisional veterinarian position. Friends of PACC will be consulted when existing PACC veterinarian positions become vacant. The provisional veterinarian

must hold a current Arizona license to practice veterinary medicine (per A.R.S. 32-2215 et seq) and a current Drug Enforcement Agency (DEA) license for the prescription and administration of controlled substances is required at the time of appointment and must be maintained as a condition of employment. A valid driver's license is required at the time of application. A valid Arizona driver's license and access to a registered/insured vehicle for business travel is required (business mileage reimbursed) at time of appointment.

4. Financing.

4.1. Payment. Friends of PACC will commit to funding for one provisional full-time veterinarian position (including benefits) for a maximum of \$150,000 for the term of the Agreement in the event that all current veterinarian positions are filled. Friends of PACC agrees to reimburse the County for the employment costs (salary and employee-related expenses) for one provisional Veterinarian (Pima County Classification 7203 – Veterinarian - Unclassified).

4.2 Invoices. Within 30 days of the end of each quarter, the County will submit a detailed invoice to Friends of PACC for the total of all costs related to the personnel referenced herein and paid by PACC during that quarter period. The Parties understand that the County issues paychecks every two weeks and the payday falls on the Friday after the close of a pay period. Invoices will be billed to Friends of PACC based on pay period end-dates. Within thirty (30) days of receipt of an invoice from County, Friends of PACC will remit to the County the amount due.

Invoices will be addressed to:

Chair of the Board of Directors
Friends of Pima Animal Care Center
P.O. Box 85370
Tucson, AZ 85754

5. Reporting.

5.1 Semi-annual Reporting. PACC will submit semi-annual reports of all activities of the provisional veterinarian personnel supported by this Agreement. The reports are due on October 31 and April 30. Reports will include the following:

- Number of animals examined by the provisional veterinarian over the previous six (6) months.
- Number of surgeries performed by the provisional veterinarian over the previous six (6) months.
- Number of foster appointments over the previous six (6) months.
- Number of pets saved (live outcomes) during each month over the previous six (6) months.
- Summary for each period of any notable activities, challenges, or outcomes.

6. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party, as follows:

If to County: Monica Dangler Pima Animal Care Center 4000 N. Silverbell Road Tucson, AZ 85745	If to Friends of PACC: Laura O'Brien Friends of Pima Animal Care Center PO Box 85370 Tucson, AZ 85754-5370
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7. Laws and Regulations.

7.1 Compliance with Laws. The County will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders in carrying out the Activities under this Agreement.

7.2 Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the Parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

8. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

9. **Non-Discrimination.** Friends of PACC will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated by reference into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Friends of PACC will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

[Remainder of page intentionally blank.]

**FUNDING AGREEMENT BETWEEN
PIMA ANIMAL CARE CENTER AND FRIENDS OF PIMA ANIMAL CARE CENTER FOR ONE
PROVISIONAL VETERINARIAN POSITION**

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

FRIENDS OF PACC

Chair, Board of Supervisors

Laura O'Brien, Chair

Date

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT




Department Director

4/18/23

Date

APPROVED AS TO FORM



Deputy County Attorney

Jonathan Pinkney
4/20/23

Date

Pima County, Grants Management & Innovation (GMI), Grant Application (GTAP #23*208)

EXHIBIT A (1 Page)
SCOPE OF WORK
7203 – VETERINARIAN UNCLASSIFIED (STAFF VETERINARIAN)
FOR PIMA ANIMAL CARE CENTER

Position Description

This position, with rotating days (PACC is open 7 days a week) and shifts (6:00 am to 2:00 pm; 11:00 am to 7:00 pm; 1:00 pm to 9:00 pm), is located in the Pima Animal Care Center and includes weekends, evenings, and early mornings with rotating shifts.

Duties/Responsibilities

Work assignments may vary depending on the department's needs and will be communicated to the applicant or incumbent by the supervisor.

- Performs daily observations and examinations of impounded animals.
- Provides requisite veterinary services necessary to diagnose animal health-related issues, develops appropriate therapy/treatment regimens, and administers first aid if necessary.
- Examines and assesses impounded and found animals that have bitten humans for symptoms of rabies.
- Documents the identification of rabies in impounded or found animals and assures proper notification of local/state health agencies, individuals who have been in contact with rabies-infected animals and their physicians, healthcare, and public health agencies.
- Performs high-volume animal alteration surgeries.
- Assists in the training of staff on proper surgical procedures, animal evaluation, and monitoring for pre-/intra-/post-surgical signs and symptoms.
- Assists in the training of staff on preparation of sterile surgery packs, animals, and maintenance of sterile surgical fields.
- Assists in the control, security, record keeping and use of controlled drugs by staff in the PACC and ensures conformance with federal, state, and local laws, rules, and regulations to maintain the facility and personal Drug Enforcement Agency (DEA) licenses and permits.
- Informs/advises/trains staff on animal care topics, which may include, but is not limited to, diagnosis, therapy and treatment of impounded animals, emergency veterinary techniques, husbandry, nutrition, preventive care, first aid, and control/containment/preventive measures for communicable diseases in an animal shelter environment.
- Trains/advises staff on principles and practices of animal restraint and chemical capture, detection, identification, and dispositions of animal welfare/cruelty cases.
- May testify in court as an expert witness relative to veterinary issues related to PACC operations.

Minimum Qualifications

Graduation from an accredited school of veterinary medicine with a doctoral degree in Veterinary Medicine (DVM) or (VDM) at the time of appointment.