



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 03/21/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Friends of Pima Animal Care Center

***Project Title/Description:**

Muth Patio Grant Recognition Agreement with Friends of Pima Animal Care Center (PACC)

***Purpose:**

Friends of Pima Animal Care Center (PACC) received a \$150,000 grant to benefit staff and programs at Pima Animal Care Center (PACC). That grant was given by The Muth Family Trust with an understanding that the County/PACC would acknowledge the grantor in accordance with Policy C3.19 of the Pima County Board of Supervisors ("The Naming Policy"). At the grantor's request, that naming plaque will be displayed on a community patio at PACC. That naming request is the only restriction on this grant.

***Procurement Method:**

Not Applicable.

***Program Goals/Predicted Outcomes:**

Pima Animal Care Center (PACC) and Friends of Pima Animal Care Center (PACC) will collaborate to obtain a naming plaque that recognizes The Muth Family Trust. The naming plaque will be displayed on a community patio at PACC. The plaque will state, "The Sydney and Douglas Muth Patio. Sydney and Douglas were devoted to saving animals. They treated their dog and cat fur babies like royalty and encouraged others to do the same."

***Public Benefit:**

The public benefits from grant funding that enables the staff and the programs at Pima Animal Care Center (PACC) to continue providing timely service to residents and compassionate care to animals, while working to support public safety, find homes for homeless animals and educate the community about responsible pet ownership.

***Metrics Available to Measure Performance:**

Pima Animal Care Center uses a software program called Chameleon to track and to measure outcomes.

***Retroactive:**

No.

GMI Approves
AF 3/2/23

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): 23-104

Commencement Date: 03/21/2023 Termination Date: 03/21/2043 Amendment Number: N/A

Match Amount: \$ N/A 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: Monica Dangler, Director

Department: Pima Animal Care Center (PACC)

Telephone: (520) 724-5938

Department Director Signature: _____

Date: 3/2/23

Deputy County Administrator Signature: _____

Date: 3 March 2023

County Administrator Signature: _____

Date: 3/3/2023

**DONATION AND DONOR RECOGNITION AGREEMENT
PIMA ANIMAL CARE CENTER WITH
FRIENDS OF PIMA ANIMAL CARE CENTER FOR
MUTH FAMILY TRUST ‘SYDNEY AND DOUGLAS MUTH PATIO’**

This Donation and Donor Recognition Agreement (“Agreement”), effective as of date of final signature (“Effective Date”), is entered into by The Muth Family Trust, represented by executor Leslie Moon (“Donor”), and Friends of Pima Animal Care Center (“Friends of PACC”), an Arizona nonprofit corporation, and Pima County, a political subdivision of the State of Arizona (the “County”).

RECITALS

- A. The Muth Family Trust wishes to donate funds through Friends of PACC to be used in support of the programs and projects at Pima Animal Care Center (PACC).
- B. In 2017, the County constructed a new facility for animal care, Pima Animal Care Center (“PACC”), at 4000 N. Silverbell Road, Tucson, Arizona, with bond funds approved from Proposition 415.
- C. Friends of PACC and the County are collaborating on a comprehensive Campaign (“Campaign”) to raise private charitable gifts to support the ongoing, pioneering programs of PACC.
- D. The design of PACC includes spaces that can be used to recognize donors who participate in the Campaign. The County has prepared a plan for the spaces in which to recognize donors and the donation levels associated with them, titled “Donor Recognition Opportunities Chart for the New PACC Facility” (**Exhibit A, 1 page**).
- E. The Muth Family Trust has made a donation of \$150,000 (the “Donation”). The Donation was given with the understanding that the County will acknowledge that Donation in accordance with Policy Number C3.19 of the Pima County Board of Supervisors as adopted on July 5, 2016 (the “Naming Policy”), a copy of which is attached in this Agreement (**Exhibit B, 3 pages**).

AGREEMENT

- 1. **Payment of the Donation.** The Muth Family Trust gave its Donation to Friends of PACC as of November 30, 2022. Upon executing this Agreement with Friends of PACC and the County, the County will provide the Donor with an available Donor Recognition Opportunity, to re-name the Community Center Shaded Outdoor Patio (the “Patio”), in Area E112 at PACC to the “Sydney and Douglas Muth Patio.”

2. **Use of the Donation.** The Donation will be used by Friends of PACC for the purposes requested by the Donor, which are described above. The Donor also acknowledges that nothing in this Agreement obligates the County or Friends of PACC to expend any funds for the Campaign, other than funds contributed by Donor or other Donors for that purpose.

3. **Acknowledgment.** In consideration for the Donation, and subject to the restrictions of the County's Naming Policy, the County will acknowledge the Donation by displaying the following phrase at the Patio (the "Recognition"), as requested by the Donor: "Sydney and Douglas Muth Patio. Sydney and Douglas were devoted to saving animals. They treated their dog and cat fur babies like royalty and encouraged others to do the same."

4. **Termination of Recognition.** In addition to any rights and remedies available by law, the County may terminate this Agreement and all rights and benefits of donor hereunder, including terminating the Recognition, if the Board of Supervisors determines in its reasonable and good faith opinion that circumstances have changed such that the recognition would adversely impact the reputation, image, mission or integrity of the County, Friends of PACC, or PACC. Upon any such termination of this Agreement and/or the Recognition, Friends of PACC and the County will have no further obligation or liability to Donor and will not be required to return any portion of the Donation already paid.

5. **Modification of Recognition.** County reserves the right to modify, relocate, replace, or remove the Donor Recognition if the Board of Supervisors determines this is in the public's best interest, or if PACC is severely damaged. The Recognition may cease if PACC is transferred or conveyed by County to another party, closed, deconstructed, destroyed, or severely damaged, significantly renovated, upgraded, modified, relocated, or replaced. If the Facility is conveyed to another party, the County will use reasonable efforts to have the other party maintain the Recognition for the remainder of the twenty (20) years. The County will notify The Muth Family Trust in advance of any conveyance, modification, relocation, or removal of Donor Recognition.

6. **Publicity.** For purposes of publicizing the Donation and the Recognition, Friends of PACC and the County will have the right, without charge, to photograph The Muth Family Trust or their representatives. Furthermore, Friends of PACC and the County will have the right, without charge, to use the names, likenesses, and images of The Muth Family Trust or their representatives in photographic, audiovisual, digital or other form of medium (the "Media Materials"), and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner, including in brochures, website postings, informational and marketing materials, and reports and publications describing the activities of Friends of PACC and the County. The County and Friends of PACC will not publicize or release the Donors' personal contact information and confidential financial information, except as required by law. The County and Friends of PACC will seek the Donors' approval on printed quotations attributed to them.

7. **Notices.** 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, addressed as

set forth below, or to such other address as a party may from time to time designate by written notice to the other parties:

- If to County: Pima County Administrator
130 W. Congress Street, 10th Floor
Tucson, AZ 85701
- If to Friends: Friends of Pima Animal Care Center
P.O. Box 85370
Tucson, AZ 85754
- If to Donor: The Muth Family Trust, c/o Leslie Moon
7851 W Tree Frog Trail
Tucson, AZ 85735

8. **Assignment**. A party may not assign its rights or obligations under this Agreement without the prior written consent of the other parties, which consent may be withheld in the sole and absolute discretion of the non-assigning parties.

9. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties regarding the matters addressed and supersedes all prior oral and written agreements. This Agreement may not be modified or amended except by written agreement executed by all parties.

10. **Governing Law and Venue**. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to any conflict-of-laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Pima County, Arizona, and each party waives any objection that might arise to such venue and any right it may have to claim that such venue is inconvenient.

11. **Cancellation for 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

DONOR

Clerk of the Board

Date

Date

APPROVED AS TO CONTENT




Department Director

2/13/23

Date

APPROVED AS TO FORM



Deputy County Attorney

Jonathan Pinkney
2/10/23

Date

EXHIBIT A, 1 Page

Donor Recognition Opportunities Chart for the New PACC Facility

Recognition Opportunities	# Available at Each Level	Gift Range
a) The New PACC Campus (exterior signage)	1	\$2,000,000 and above
a) Adoption Center 2,000 sf (exterior plaque) b) Admissions Center 3,500 sf (exterior plaque) c) Medical Center 7,000 sf (exterior plaque)	3	\$750,000 to \$1,999,999
a) Community Programs Center ~2,000 sf (exterior plaque) b) Renovated Dogs & Puppies Housing ~17,000 sf (exterior plaque) c) Adoption lobby (interior plaque) d) Admissions Lobby (interior plaque)	4	\$500,000 to \$749,999
a) Volunteer Entrance & Breakroom (exterior plaque) b) Administrative Offices Suite (exterior plaque) c) Field Services Headquarters	3	\$250,000 to \$499,999
a) Feline "Catio" Housing for Cats & Kittens (2) b) Feline Viewing "Townhouse" in Adoption Lobby (2) c) Dog "Boulevards" Through Multi-unit Housing pods (3) d) Small Dog and Puppy Room (1)	8	\$100,000 to \$249,999
a) Entry Walkways from Parking Area (2) b) Large "Rec Yard" for Dog Play, Training and Exercise (1) c) Community Center Shaded Outdoor Training Patio (1) d) Dog Exam Room (1) e) Cat Exam Room (1)	6	\$50,000 to \$99,999
a) Large Outdoor "Get-to-Know-You" Area for Dog Family Members (1) b) Indoor "Real Life" Living Room to Get to Know Dogs (1) c) Medical Surgical Suite (1) d) Critical Care Areas for Cats and Dogs (1) e) Dental Treatment Areas for Cats & Dogs (1) f) Medium "Rec Yard" for Dog Play, Training and Exercise (2) g) Grooming Suite (1) h) Live-release Office (1) i) Shelter Manager's Office (1) j) Staff's Garden (1)	11	\$25,000 to \$49,999
a) Dog "Meet & Greet" Outdoor Areas (6) b) Indoor "Get to Know You" Areas for Dogs (2) c) Indoor "Get to Know You" Areas for Cats (2) d) Front Entrance Concrete Benches (11)	21	\$10,000 to \$24,999
a) Healthy Dog Medical Play Yard (5) b) Medical Recovery/Holding Kennel for Cats (1) c) Medical Recovery/Holding Kennel for Dogs (1) d) Special Care Ward for Dogs (2) e) Less-severe Cases Isolation Ward for Dogs (2) f) Medical Isolation Ward (Cat Calici, Cat Ringworm, Cat URI and Dog Parvo) (4) g) Feline Group Isolation Flex Space (1) h) TNR overnight Drop Room (1) i) Repurposed "Harry's Haven" for Dog Training (1) j) Individual Dog Kennel (25+) k) Interior Donor Wall 9' x 6' sponsorship (6)	49	\$5,000 to \$4,999
Donor wall Acknowledgement	unlimited	\$1,000 to \$4,999

EXHIBIT B, 3 Pages

PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u> Naming of County Facilities and Programs	Policy Number	Page
	c 3.19	Page 1 of 3

Purpose:

The purpose of this policy is to establish guidelines governing the conveyance, to financial contributors, of legally enforceable naming rights to County-owned or operated facilities and programs.

Background:

While public facilities are dedicated to all citizens, the County sometimes chooses to name a facility, facility element, or program in a manner that honors a person for their financial generosity or nonmonetary public contributions, with no related binding agreement with that person. This policy does not impact or in any way limit the Board's discretion to do that.

Sometimes, however, a financial contributor may, as a condition of making a substantial grant or donation, require the County to make a legally binding naming commitment. In addition, the County may choose to create programs that encourage the making of smaller financial contributions in exchange for installation in County facilities of engraved bricks or tiles, or installation of recognition plaques on fixtures such as benches, kennels, or pathway segments. This policy is intended to govern grants of enforceable naming rights to private parties.

Definitions:

As used in this Policy:

- A "Facility" is a Pima County-owned or operated building, structure, thoroughfare, or park in its entirety.
- A "Facility Element" is a component of, or a sub-area within or associated with, a Facility. Facility Elements include, but are not limited to, exterior landscaped areas, open areas, and plazas; interior meeting rooms, atriums, and offices; benches, equipment, furnishings, and other fixtures; and segments of roads, paths, walkways, and other thoroughfares.
- A "Program" is any public service, operation, event, or series of events that is provided, performed, or sponsored by the County, and any individual unit or units within an ongoing service or operation or a series of events.
- A "Donor" is a person who donates money, goods, or services to the County in exchange for Naming Rights.
- "Naming Rights" means a binding agreement by the County to (1) designate and refer to a Facility, Facility Element, or Program, by a name or title designated by a Donor, such as in announcements and written materials, and/or (2) mount or imbed on a Facility or Facility Element, a sign, plaque, tile, brick, or other item containing a name or other text designated by a Donor.

**PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY**

Subject:	Naming of County Facilities and Programs	Policy Number	Page
		c 3.19	Page 2 of 3

Policy:

The County Administrator is authorized to develop programs for the granting of Naming Rights in order to recognize Donors who provide financial assistance—whether in the form of a one-time grant or a commitment to make continuing periodic contributions—with the construction or installation of a County Facility or Facility Element, or for the implementation or maintenance of a County Program. This may include multiyear Naming Rights for entire Facilities and Programs, as well as smaller-scale Naming Rights for Facility Elements. The programs must be consistent with the following general guidelines:

1. The scope of the Naming Right—in terms of the scale and prominence of the Facility, Facility Element or Program with respect to which the Naming Right is granted—and its duration, should correspond to the scale of the financial assistance provided by the Donor. No Naming Right may last for more than 20 years.
2. A Naming Right that applies to an entire Facility or Program, or that is for more than 5 years (unless terminable at will by the County), must be competitively marketed to multiple potential donors before being conveyed, and any such conveyance must be approved in advance by the Board of Supervisors.
3. The specific nature, scope, and duration of the Naming Right must be memorialized in a written agreement with the Donor, the form of which has been reviewed and approved by the Civil Division of the County Attorney’s Office.
4. As part of each program, procedures must be implemented to administer and track Naming Rights that have been granted.
5. The proposed conveyance of Naming Rights involving any improvement funded in whole or in part with the proceeds of tax-exempt bonds, which bonds are still outstanding in whole or in part, must be reviewed and approved by the Director of the Finance and Risk Management Department, to ensure there is no impact on the tax-exempt status of the bonds.
6. To the extent possible, the agreement with the Donor should preserve the County's flexibility to make changes to Facilities, Facility Elements, and Programs in order to serve the public interest.
7. The name or other text chosen by the Donor must be (1) either (a) the true name of one or more persons or of an organization other than an organization whose principle function is to advocate for or against a person running for elected office or influence political or policy decisions, or (b) other text that is not obscene, misleading, defamatory, or disruptive; and (2) sufficiently brief so as to fit within the space available. The County has sole authority to determine and assure compliance with this item and to select the text's font size, style, and color.

**PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY**

<u>Subject:</u> Naming of County Facilities and Programs	Policy Number	Page
	e 3.19	Page 3 of 3

8. No Naming Right may include the conveyance of any proprietary or ownership interest in any County property or any special, preferential, or exclusive right to utilize any Facility or Facility Element (except for the purpose of the displaying the Donor's name).
9. No Naming Right may be granted in a manner that creates a conflict of interest or the appearance of a conflict of interest.

Implementation:

The County Administrator shall develop and distribute administrative procedures governing the conveyance of Naming Rights consistent with this Policy.

Adoption Date: July 5, 2016
Effective Date: July 5, 2016