



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 06/07/2022. No signature needed
or Procurement Director Award:

* = Mandatory, information must be provided

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

Friends of Pima Animal Care

***Project Title/Description:**

Funding Agreement Extension for Vet Care at PACC

***Purpose:**

To extend the funding agreement between Pima County and Friends of PACC that supports one vet and two vet techs for one additional year.

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

To provide medical care to the homeless pets of Pima County.

***Public Benefit:**

To ensure the health and well-being of Pima County pets and their owners.

***Metrics Available to Measure Performance:**

To continue providing medical care to Pima County pets.

***Retroactive:**

No.

GMI Approves
AF 5/18/22

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: GTAM Department Code: PAC Grant Number (i.e., 15-123): 22*093

Commencement Date: 07/1/2022 Termination Date: 06/30/2023 Amendment Number: 3

Match Amount: \$ N/A Revenue Amount: \$ 250,000

*All Funding Source(s) required: N/A

*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

Telephone: 520-724-5938

Department Director Signature: _____ Date: 5/17/22
Deputy County Administrator Signature: _____ Date: 20 May 2022
County Administrator Signature: _____ Date: 5/20/2022

**FUNDING AGREEMENT
FRIENDS OF PIMA ANIMAL CARE CENTER**

1. Parties, Background, and Purpose.

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

1.2. Background and Purpose. In March, 2018, the Parties entered into a Memorandum of Agreement (“Memo”) whereby Friends agreed to support the funding of additional veterinary staff at PACC for up to two years. Specifically, the Parties agreed that the funding would be used to support one additional veterinarian and two additional technicians to assist the veterinarian. The Memo was subsequently amended, on April 26, 2019, to increase the funding Friends agreed to provide to support the additional veterinarian care at PACC. The annual cost of the original Memo was \$203,000 (including salary and employment-related expenses, together “the Employment Costs”) for all three positions. The amendment increased the aggregate annual funding to \$240,000. At all times, the veterinarian support would be PACC employees with PACC responsible for the administration of any employment-related expense (ERE). Because this additional veterinarian care remains central to PACC’s ability to provide lifesaving care, the Parties want to extend this arrangement for one additional year. As of July 1, 2022, Friends has authorized \$720,000 to PACC to support a veterinarian and two veterinarian technicians since 2018.

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

2. Term.

2.1. The original term of the Memo was for two years, commencing July 1, 2018 and ending June 30, 2020. It was subsequently amended to add a third year, beginning July 1, 2020 and ending on June 30, 2021. The agreement was amended a second time, to extend the period of performance to cover the Fiscal Year 2021-2022 (ending June 30, 2022). This third amendment extends the Agreement for one additional year, beginning July 1, 2022 and ending on June 30, 2023.

3. Scope of Work. Friends and County agree upon the Scope of Work as described in **Exhibit A** (one 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.

4. Financing.

4.1. Payment. Friends agrees to reimburse the County for the Employment Costs of one (1) Veterinarian (Pima County Classification 7203-Veterinarian Unclassified) and two (2) Technicians to assist the Veterinarian (Pima County Classification 3411—Animal Care

Technician). The annual maximum amount to be reimbursed for all three positions shall not exceed \$250,000.

4.2 Invoices. Within thirty days of the end of each quarter, County will submit a detailed invoice to Friends for the total of all costs related to the staff referenced above and paid by PACC during that quarter. The Parties understand that 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 based on pay period end dates. Within thirty (30) days of receipt of an invoice from County, Friends will remit the amount due to the County.

Invoices will be addressed to:

Chairman of the Board
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 reporting of all activities of staff, due on October 31 and April 30. Reports will include the following:

- Number of animals examined by the sponsored Vet over previous 6 months;
- Number of surgeries performed by the sponsored Vet over previous 6 months;
- Number of foster appointments over the previous 6 months;
- Number of pets saved (live outcomes) during each month over the previous 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 served by personal delivery or by certified mail upon the other party as follows:

County: Monica Dangler Pima Animal Care Center 4000 N. Silverbell Rd Tucson, AZ 85745	Friends: Chairman of the Board Friends of Pima Animal Care Center P.O. Box 85370 Tucson, AZ 85754
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7. Laws and Regulations.

7.1. Compliance with Laws. County will comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders in carrying out 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 provision of which are incorporated into this Agreement by reference.

9. **Non-Discrimination.** Friends will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement by reference, including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Friends 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.

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

PIMA COUNTY

FRIENDS OF PACC

Sharon Bronson, Chair
Pima County Board of Supervisors

Laura O'Brien, Chair
Friends of PACC Board of Directors

Date: _____

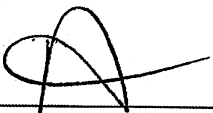
Date: _____

Attest:


Pima County Clerk of the Board

Approved as to content:

Approved as to form:



Monica Dangler
Director, Pima Animal Care



Tiffany Rom
Deputy County Attorney

EXHIBIT A
Scope of Work

Friends will continue to provide funding to support one (1) veterinarian and two (2) technicians to assist the veterinarian to provide the medical care for animals brought into Pima Animal Care Center (PACC) for treatment.

Any staff employed pursuant to this Agreement will be recruited and supervised by County and will remain for the length of their employment at PACC employees of the County, with any employment-related expenses (ERE) administered by the County.

The veterinarian support will:

- Provide routine and emergency medical support for sheltered pets;
- Provide routine medical support for pets that may come to PACC for treatment by means of community outreach events;
- Provide medical services for fostered animals;
- Conduct daily shelter rounds to check on animal medical status; and
- Complete all tasks as assigned by the Animal Services Director and Chief Veterinarian.