



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: August 17, 2020

or Procurement Director Award ☐

** = Mandatory, information must be provided*

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

Humane Society of the United States, in partnership with Mars Petcare

***Project Title/Description:**

Better Cities for Pets Covid-19 Emergency Relief

***Purpose:**

To provide funding to PACC to provide veterinarian services to enable pets and families to stay together. By accepting this award, the Board authorizes Kristen Hassen to electronically execute the agreement.

***Procurement Method:**

N/A

***Program Goals/Predicted Outcomes:**

To cover the costs of vet care to owned animals of families hit financially by COVID as an alternative to pet surrender.

***Public Benefit:**

Keep companion animals with their families; reduce the numbers of abandoned animals that the taxpayer would have to support.

***Metrics Available to Measure Performance:**

Number of families provided vet care who are able to keep their animals as a result of PACC's care.

***Retroactive:**

No.

G.M.I. Approved 8/11/2020 *dlr*
Revised 5/2020

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 or ☐ 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 ☐ AmendmentDocument Type: GTAW Department Code: PAC Grant Number (i.e., 15-123): 21*019Commencement Date: 09/01/2020 Termination Date: 02/28/2021 Amendment Number: _____☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 10,000***All Funding Source(s) required:** Humane Society of the United States, in partnership with Mars Petcare***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Kristen Hassen-AuerbachDepartment: Pima Animal Care CenterTelephone: 520-247-7991Department Director Signature/Date: [Signature] 8/6/2020Deputy County Administrator Signature/Date: [Signature] 8/11/2020County Administrator Signature/Date: [Signature] 8/11/2020

(Required for Board Agenda/Addendum Items)

COVID-19 Emergency Animal Care Grant Agreement

The Humane Society of the United States (the "HSUS") approves a grant to Pima Animal Care Center (the "Grantee") in the amount of ten thousand dollars (\$10,000 USD) (the "Grant Funds"), which is made under the terms and conditions set forth in this agreement (the "Agreement").

As a condition of receiving the Grant Funds, Grantee agrees as follows:

- 1. Grantee Representations:** Grantee hereby represents and warrants that it is either (a) currently recognized by the Internal Revenue Service (the "IRS") as a charitable organization under § 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and a public charity under § 170(b)(1)(A)(vi) or § 509(a)(2) of the Code; or (b) a municipal agency authorized to accept grants from non-profit 501(c)(3) organizations. Grantee will inform the HSUS immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax status described above. Further, Grantee represents and warrants that, prior to executing this agreement, it has informed the HSUS of any "Covered Officials" (as such term is defined in the Lobbying Disclosure Act, 2 U.S.C. 1601 *et seq.*) that serve on its leadership team or board of directors.

Initial: _____

- 2. Grant Purpose:** Pursuant to its charitable mission, the HSUS seeks to advance the cause of animal protection by supporting local organizations' efforts to keep people and their pets together during the COVID-19 crisis. Mars Petcare ("Mars") has generously provided the HSUS with funding for this purpose via its Better Cities for Pets™ program, which aims to make lives better for pets in cities, shelters, and homes during tough times (the "Program"). Consistent with the mission of the HSUS and the goals of the Program, Grantee agrees to use the Grant Funds solely for the charitable purpose of responding to community and sheltering needs resulting from the COVID-19 pandemic. Specifically, Grantee shall use the Grant Funds to provide pet food, other animal care supplies, and veterinary care to address urgent medical concerns and quality of life for owned, sheltered, and community animals (the "Grant Purpose"). This grant is provided to Grantee for the Grant Purpose, and Grantee shall not use the Grant Funds for any other purpose unless prior written approval has been received from the HSUS.

Initial: _____

- 3. Grant Period and Disbursement of Grant Funds:** Grantee shall have six (6) months from the date on which Grantee receives the Grant Funds to use the Grant Funds in accordance with the terms of this Agreement (the "Grant Period"). The Grant Period shall not be extended without written approval from the HSUS. Disbursement of the Grant Funds shall be made following Grantee's execution of this Agreement and the HSUS's receipt from Grantee of all documentation related to the administration of the Grant Funds as may be required by the HSUS, in its sole discretion (including, without limitation, a completed Form W-9 and ACH/EFT authorization).

Initial: _____

- 4. Prohibited Uses of Grant Funds:** Grantee shall not engage in any activity on behalf of the HSUS that may jeopardize the HSUS's status as a nonprofit charity qualified to receive tax-deductible contributions under section 501(c)(3) of the Code. Without limiting the generality of the preceding sentence, no Grant Funds shall be used to (a) lobby or otherwise attempt to influence legislation at any level of government, either through efforts to influence legislators themselves, or through efforts to influence the views of Grantee's members or the general public on legislative matters; (b) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (c) for any purpose other than the Grant Purpose. Further, Grantee shall not use the Grant Funds to cover Grantee's overhead expenses. Examples of overhead expenses include, but are not limited to, salaries/wages, legal expenses, utilities, and fundraising expenses.

Initial: _____

5. **Reversion of Grant Funds:** Unless Grantee has obtained prior written approval from the HSUS for any variance, any portion of the Grant Funds not used for the Grant Purpose or not spent in accordance with the terms of this Agreement shall be returned to the HSUS. Further, any unexpended Grant Funds remaining at the end of the Grant Period shall be returned to the HSUS.

Initial: _____

6. **Recordkeeping, Reporting, and Inspection:** Grantee agrees to provide the HSUS with a grant report ("Grant Report") following the conclusion of the Grant Period. The Grant Report shall detail the amount of Grant Funds spent and the purposes for which such expenditures were used. The Grant Report should be emailed to Patti Hoffman at phoffman@humanesociety.org no later than thirty (30) calendar days following the end of the Grant Period unless prior written approval has been obtained from the HSUS. Receipts and other documents substantiating expenditures reported may be requested by the HSUS at its sole discretion. Grantee further agrees that the HSUS may request interim updates and agrees to comply with such requests in a timely manner. Grantee shall keep books and records satisfactory to the HSUS related to Grantee's performance under this Agreement, and Grantee shall maintain copies of any such records and the Grant Report for a period of at least three (3) years after the Grant Period ends. Grantee hereby grants permission for one or more members of the HSUS's staff to monitor and conduct a review of operations under this Agreement which may include site visits, records and materials reviews, and discussions of programs and finances with Grantee's personnel.

Initial: _____

7. **Public Acknowledgement:** Grantee agrees to credit the HSUS, Mars, and the Program in any press releases, presentations, media coverage, or announcements resulting from Grantee's use of the Grant Funds. Grantee shall provide the HSUS and Mars with a high-resolution vector file (in .eps or .ai format) of Grantee's logo ("Logo"). Grantee hereby consents to use of the Logo by the HSUS and Mars for the purposes of highlighting and promoting the programs they fund, and Grantee agrees to cooperate with these efforts.

Initial: _____

8. **Better Cities for Pets™ Pet-Friendly City Assessment:** Grantee agrees to complete the Better Cities for Pets™ Pet-Friendly City Assessment by no later than June 30, 2022.

Initial: _____

9. **Anti-Terrorism:** Grantee expressly confirms and certifies that (a) Grantee does not directly or indirectly engage in, promote, or support any terrorist activity; Grantee is not included on any lists of terrorist organizations compiled by the United States government or any other national or international body; and (c) Grantee does not knowingly employ people whose names appear on such government watch lists.

Initial: _____

10. **Future Funding:** Grantee acknowledges that its receipt of the Grant Funds does not imply a commitment on behalf of the HSUS, Mars, or any other party to continue funding beyond the terms listed in this Agreement.

Initial: _____

11. **The HSUS's Compliance:** The foregoing conditions comply with the HSUS's obligations under applicable law to make reasonable efforts and establish adequate procedures to see that the Grant Funds are spent solely for the Grant Purpose, and to obtain full and complete records on how Grant Funds have been expended. Changes in applicable law, regulations, or rules may require the HSUS to request more detailed reports or additional measures. Grantee agrees to cooperate with any such requests from the HSUS.

Initial: _____

[Signature page follows]

By executing this agreement, Grantee agrees to be bound by the terms and conditions set forth above.

Pima Animal Care Center

Sign Here: _____

Date: _____

Print Name: _____

Print Title: _____

By signing below, the Recipient (Pima County) acknowledges and agrees to the terms of the Humane Society of the United States' Covid-19 Emergency Animal Care Grant Agreement.

PIMA COUNTY

Ramón Valadez, Chairman
Pima County Board of Supervisors


Date

Attest:

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy Pima County Attorney

8/10/2020
Date