



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 03/05/2019

\* = Mandatory, information must be provided

or Procurement Director Award

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

Gail Smith, MD

**\*Project Title/Description:**

Donation and Donor Recognition Agreement. Naming agreement for a Canine Medical Play Yard in the new PACC.

**\*Purpose:**

Gail Smith, MD, made a donation of \$5,000 to Friends of PACC as part of their capital campaign. In accordance with BOS Policy C 3.19, Naming of County Facilities and Programs, and the PACC Fundraising and Donor Recognition Plan approved by the County Administrator on April 19, 2017, one of the Canine Medical Play Yards in the new PACC facility will be named after Jan Elster and Lola, a friend of Gail Smith, MD and her dog.

**\*Procurement Method:**

This is a non-procurement agreement and not subject to procurement rules.

**\*Program Goals/Predicted Outcomes:**

The "New PACC" facility was constructed with bond funds approved in Proposition 415. The "Your Love Saves Lives" campaign held by Friends of PACC has raised almost all of their \$5 million goal to date. Campaign funds will be used to continue and expand lifesaving programs at PACC such as foster, volunteer support, dog/cat training and enrichment, community engagement, spay/neuter services and other veterinary care addressing special needs.

**\*Public Benefit:**

The PACC Naming Campaign garnered significant community support and is designed to identify new sources of revenue to support the important life-saving programs being implemented by PACC to meet increased community expectations while being fiscally responsible.

**\*Metrics Available to Measure Performance:**

- Funding raised through the Naming Campaign
- Signage in place in the new PACC facility.

**\*Retroactive:**

No.

*To: COB- 2-14-19  
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JFS-10  
(11)*

**Contract / Award Information**

Document Type: CTN Department Code: PAC Contract Number (i.e.,15-123): 19-133

Effective Date: 03/05/2019 Termination Date: 03/04/2039 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

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

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 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective 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  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e.,15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required:

\*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: Sharon Grant

Department: PACC

Telephone: 724-7842

Department Director Signature/Date: [Signature] 2/8/19

Deputy County Administrator Signature/Date: [Signature] 2/12/2019

County Administrator Signature/Date: [Signature] 2/14/19  
*(Required for Board Agenda/Addendum Items)*

Contract No: CTN-PAC-19-133 Amendment No: \_\_\_\_\_

This number must appear on all correspondence and documents pertaining to this contract

## Pima Animal Care Center

### Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("Agreement"), effective as of date of final signature ("Effective Date"), is entered into by and among Gail Smith, MD, an individual, and Friends of Pima Animal Care Center, an Arizona nonprofit corporation ("Friends"), and Pima County, a political subdivision of the State of Arizona (the "County").

### RECITALS

- A. The County has constructed a new facility for Animal Care at 4000 N. Silverbell Road, Tucson (the "New PACC") with bond funds approved in Proposition 415.
- B. To ensure the public's capital investment in constructing the New PACC is leveraged to the highest degree, Friends and the County are collaborating on a Comprehensive Campaign ("Campaign") to raise private charitable gifts to support the ongoing, pioneering programs which distinguish PACC from most other public shelters around the country.
- C. The design of the New PACC includes spaces which can be used to recognize donors who participate in the Campaign. The County has prepared a plan for Donor Recognition Opportunities which includes these spaces and the donation levels associated with them. The Donor Recognition Opportunities Chart is attached to this Agreement as Exhibit A (1 page).
- D. Gail Smith, MD wishes to donate funds to the Campaign through the Friends of PACC to be used to support the Campaign project elements at PACC.
- E. Gail Smith, MD has made a donation of \$5,000 (the "Donation") to the Campaign. The donation was made 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 as Exhibit B (3 pages).

### AGREEMENT

1. **Payment of the Donation.** Gail Smith, MD, individual donor, has completed her gift as of February 5, 2019. Upon executing this Agreement with the Friends and the County, the County will "Reserve" an available Donor Recognition Opportunity in the New PACC namely the **Canine Medical Play Yard** as requested by the donor.
2. **Use of the Donation.** The Donation will be used by the Friends of PACC for the purposes described above and in the Campaign Case Statement, a copy of which is attached as Exhibit C (2 pages) to this Agreement. Gail Smith, MD, acknowledges that the temporary or permanent donor recognition will not be put in place until it is designed and fabricated. Gail Smith, MD also acknowledges that nothing in this Agreement obligates the County or the

Friends of PACC to expend any funds for the Campaign, other than funds contributed by Gail Smith, MD 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 identifying Jan Elster and Lola by name at the selected component of the New PACC, the **Canine Medical Play Yard** located north of the Clinic, (the "Recognition") for a period of twenty (20) years.
4. **Termination of Recognition.** In addition to any rights and remedies available at law, the County may terminate this Agreement and all rights and benefits of Gail Smith, MD 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, the Friends or the New PACC. Upon any such termination of this Agreement and/or the Recognition, the Friends and the County will have no further obligation or liability to Gail Smith, MD 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 that this is in the public's best interest, or if the New PACC is severely damaged. The Recognition may cease if the New 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 Building 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 Gail Smith, MD in advance of any conveyance, modification, relocation or removal of the New PACC.
6. **Publicity.** For purposes of publicizing the Donation and the Recognition, the Friends and the County will have the right, without charge, to photograph Gail Smith, MD or her representatives and use the names, likenesses, and images of Gail Smith, MD or her representatives in photographic, audiovisual, digital or any 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 Friends' and the County's activities.

The County and the Friends will not publicize or release the donors' personal contact information and confidential financial information, except as required by law. The County and the Friends 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, 10<sup>th</sup> Floor  
Tucson, AZ 85701

If to Donor: Gail Smith, MD  
5805 N. Mountain Reserve Place   **ADDRESS IS CONFIDENTIAL**  
Tucson, AZ 85743

If to the Friends: Friends of Pima Animal Care Center  
PO Box 85370  
Tucson, Arizona 85754

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 with regard to the matters addressed, and supersedes all prior oral and written agreements, if any, of the parties. This Agreement may not be modified or amended except by written agreement executed by all the 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 it might raise 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**

Donor

By: \_\_\_\_\_

Name: Gail Smith, MD

Date: 2/5/19

Friends of PACC

By: \_\_\_\_\_

Name: Jennifer Camano, CFRE

Title: Executive Director

Date: 2/5/2019

**Pima County**

\_\_\_\_\_  
Richard Elías, Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  


Deputy County Attorney

APPROVED:

\_\_\_\_\_  
  
Director of Finance and Risk Management

## EXHIBIT A

### 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 \$749,000
a) Volunteer Entrance & Breakroom (exterior plaque) b) Administrative Offices Suite (exterior plaque) c) Field Services Headquarters	3	\$250,000 to \$499,000
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 \$249,000
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 \$99,000
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 \$49,000
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 \$9,999
Donor wall Acknowledgement	unlimited	\$1,000 to \$4,999

## EXHIBIT B

		
<b>PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY</b>		
<b><u>Subject:</u></b> <b>Naming of County Facilities and Programs</b>	<b>Policy Number</b>	<b>Page</b>
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### **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 non-monetary 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

<b>Subject:</b> Naming of County Facilities and Programs	<b>Policy Number</b>	<b>Page</b>
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### **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

<b><u>Subject:</u></b> <b>Naming of County Facilities and Programs</b>	<b>Policy Number</b>	<b>Page</b>
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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

**EXHIBIT C**  
**Pima Animal Care Center**  
**Your Love Saves Lives**  
*Investing in PACC Programs for Today and Tomorrow*

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**Case for Support**

**Local Lifesaver, National Leader**

From rescuing dogs and cats from hoarding houses, to racing to save pets hit by cars, to bottle-feeding orphaned puppies and kittens, Pima Animal Care Center (PACC) is the only open-admission shelter serving Pima County's pets in need, taking in nearly 19,000 homeless pets each year.

Despite working out of a 60-year-old facility designed as a "pound," the PACC staff and volunteers work tirelessly to save the vast majority of the animals in their care, achieving a remarkable 90% save rate in the past two years. Neonatal kittens, puppies with treatable illnesses, and geriatric cats and dogs are just a few of the groups of pets whose lives are saved at PACC. This is in stark contrast to just five years ago, when more than 50% of the pets entering the shelter system were euthanized, often due to a lack of space or resources. Thanks to tremendous community support, today PACC is not only a lifesaving leader but is becoming a model for progressive programming around the country.



PACC's Pet Resource Center, medical program, and the volunteer-driven adoption program are all being replicated by shelters throughout the United States, and PACC's innovations have been recognized by national organizations, including the National Association of Counties and Best Friends Animal Society.

***National leaders point to PACC as a shelter to emulate:***

*"PACC demonstrates what a municipal shelter can do to help lead a community to No Kill. Every year PACC continues to push the boundaries to save more pets and to provide needed resources in support of families and a safe, humane community. They are an outstanding example to other shelters looking for progressive and innovative solutions."*

Holly Sizemore, Chief National Programs Officer, Best Friends Animal Society

**Continued Progress Depends on Private Support**

With voters' approval of a bond measure to borrow ~\$22 million to construct a new, modern, and humane care campus, PACC is finally on the verge of having a suitable space for its lifesaving work. Still, sustaining programmatic progress depends entirely on securing private charitable support. PACC must leverage public funding with additional private investments to close critical lifesaving gaps so it can save even more pets in need.

**Once-in-a-lifetime Recognition Opportunities**

Over the next 19 months, volunteer leaders will conduct a comprehensive campaign to raise the private dollars necessary to ensure that PACC will have A+ programs in its new A+ facility. Charitable gifts from individuals, businesses, and foundations will strengthen the existing progressive programs, so PACC can save even more lives. **Campaign donors will be recognized with a variety of attractive naming opportunities in the new facility.**

## How Campaign Donors Will Help Save Pets

Support of the comprehensive campaign will:

- Increase the Medical Program's ability to save lives by building veterinary capacity, and purchase essential medications and medical supplies.
- Expand PACC's Community Engagement Programs, so that the community's most vulnerable pets are protected, and adopters have the resources they need to be compassionate, caring, and lifelong pet guardians.
- Sustain and grow PACC's Pet Support Center, which is a phone bank and resource center that helps pet owners keep their pets, instead of surrender them to the shelter.
- Enhance PACC's Foster and Adoption Programs, so more adult dogs and tiny kittens – the two populations currently most at-risk at PACC – can be saved and find loving, adoptive homes or rescue placements.
- Continue PACC's successful Offsite Adoption Program, which has placed more than 2,500 pets into loving families in just two years.
- Grow PACC's new Behavior and Enrichment Program, which ensures dogs and cats have healthier shelter stays, increase positive behaviors, and find forever homes.
- Sustain PACC's highly successful community cat services, including its trap-neuter-return program. This program has resulted in thousands fewer cats entering the shelter each year, and helped PACC achieve "no kill" status for cats.
- Bolster PACC's programs for shelter cats, including systematic medical monitoring, enrichment, and specialized placement for non-social cats.
- Enhance PACC's lifesaving marketing efforts, so that the community is galvanized to help PACC save every healthy and treatable pet.
- Ensure the sustainability of PACC's lifesaving programs.



## How You Can Be Involved

If you are interested in learning more about the comprehensive campaign to ensure A+ programs in PACC's new A+ facility, contact PACC Director of Development and Marketing, Karen Hollish, at (520) 247-3649, or write [karen.hollish@pima.gov](mailto:karen.hollish@pima.gov).

### ***PACC supporters speak:***

*"PACC's strengths are a high save rate and everyone working together. It's a joyful, well organized, caring place."*

*"The County leadership recognizes that there are new standards, and people care."*

*"PACC is distinguished by its level of collaboration in the community."*

*"My dollars go far – a little helps a lot."*

*All quotes from interviewees of comprehensive campaign planning study*

