



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: February 18, 2025

\* = Mandatory, Information must be provided

or Procurement Director Award: ☐

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

Friends of Pima Animal Care Center

**\*Project Title/Description:**

John McLean Donor Recognition

**\*Purpose:**

Agreement between Pima Animal Care Center, Friends of PACC and the family of John McLean to recognize Mr. McLean's donations in support of PACC programs and community engagement.

**\*Procurement Method:**

This Contract is a non-Procurement contract and not subject to Procurement rules.

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

Fabrication and installation of a donor recognition panel on Dog Boulevard #1 (D100) at Pima Animal Care Center honoring John McLean's contributions.

**\*Public Benefit:**

Public recognition of the service and financial contributions made by Mr. McLean – validates the importance of broad community engagement with county-operated public facing operations.

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

Pima County Policy C3.19 of the Pima County Board of Supervisors establishes standards for recognition of various giving levels as they relate to naming opportunities on County owned facilities.

**\*Retroactive:**

No

TO: COB, 2-3-2025 (1)  
VERS: 10  
PGS: 4

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: SC Department Code: PAC Contract Number (i.e., 15-123): SC2500000024  
Commencement Date: 2/18/2025 Termination Date: 2/17/2045 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ ☒ Revenue Amount: \$0 \_\_\_\_\_

**\*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 22-10.

**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: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Commencement 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: Steve Kozachik

Department: PAC

Telephone: 520.703.4396

Department Director Signature: [Signature] Date: 1/16/2025

Deputy County Administrator Signature: [Signature] Date: 1-17-2025

County Administrator Signature: \_\_\_\_\_ Date: 1/17/2025

### **Donor Recognition Agreement**

This Donor Recognition Agreement ("Agreement") is entered into by Barbara McLean ("Donor"), Pima County, a political subdivision of the State of Arizona ("the County") on behalf of Pima Animal Care Center, and Friends of Pima Animal Care Center, an Arizona nonprofit corporation ("Friends").

1. **Recognition.** In recognition of financial contributions from Donor and other family members of John McLean to Friends for the benefit of Pima Animal Care Center totaling \$191,457.55, the County will place the inscription "John McLean Dog Pod" at Dog Boulevard D100 of PACC's Animal Care facility at 4000 N. Silverbell Road, Tucson ("the Center") for a period of twenty years ("the donor recognition"). Such recognition is subject to Policy Number C3.19 of the Pima County Board of Supervisors as adopted on July 5, 2016, attached as Exhibit A, the conditions of which are incorporated into this agreement.
2. **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 Center is severely damaged. The donor recognition may cease if the Center is transferred or conveyed by County to another party, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, modified, relocated, or replaced. If the Center is conveyed to another party for a similar use, the County will use reasonable efforts to have the other party maintain the donor recognition for the remainder of the twenty (20) years. The County will inform Donor in advance of any conveyance, modification, relocation, or removal of the Center.
3. **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 Donor hereunder, including terminating the donor recognition, if the Board of Supervisors determines in its reasonable and good faith opinion that circumstances have changed such that the donor recognition would adversely impact the reputation, image, mission or integrity of the County, Pima Animal Care Center, or the Center. County will give thirty days' written notice to Donor of any such termination. Upon such termination, the County will have no further obligation or liability to Donor.
4. **Use of the Donation.** Donor acknowledges that nothing in this Agreement obligates the County to expend any funds for the Center, other than funds contributed by Donor or other donors for that purpose.
5. **Publicity.** County and Friends may, without charge, photograph Donor and use

their names, likenesses, and images in photographic, audiovisual, digital or any other form of medium, and use, reproduce, distribute, exhibit, and publish such materials in any manner, including in brochures, website postings, informational and marketing materials, and reports and publications describing County's and Friends' activities. County and Friends will seek Donor's approval to use printed quotations attributed to them.

6. Notices. Any notice 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 Donor: Barbara McLean  
3537 N Camino Seco, Tucson, AZ 85749

If to the Friends: Friends of Pima Animal Care Center  
P.O. Box 85370, Tucson, AZ 85754

7. 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.
8. 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.
9. 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.

**Donor**

**Friends of Pima Animal Care Center**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Pima County**

\_\_\_\_\_  
**Rex Scott, Chair, Board of Supervisors**

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

**APPROVED**

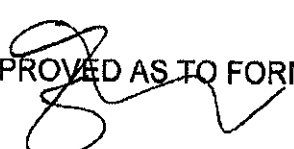
**Ellen Moulton**

Digitally signed by Ellen Moulton;  
DN: cn=Ellen Moulton, o=Finance &  
Risk Management, ou=Pima County,  
email=ellen.moulton@pima.gov, c=US  
Date: 2025.01.16 10:08:29 -0700

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Deputy County Attorney**

Date: 1/16/25

**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