

COB - BOSAIR FORM

09/24/2025 4:22 PM (MST)

Submitted by Shari.Johnson@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT PAC CT2500000064

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/14/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Friends of Pima Animal Care Center (PACC)

Project Title / Description: Funding for the Eastside Adoption Satellite

Purpose: The Friends of PACC Board of Directors has approved up to a \$1,000,000 donation to Pima County for the specific purpose of opening a PACC adoption satellite location on the east side of Pima County, including lease, tenant improvements including design and planning, staffing, and supplies. Friends of PACC anticipates funding up to \$650,000 during the first year of the donation, with the remainder funded the following year.

Procurement Method: Revenue Contracts: This Revenue Contract is a non-Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: To increase the availability of adoptable PACC pets on the east side of the County with the goal of getting more pets adopted into homes as well as establishing greater PACC presence on the east side of the County.

Public Benefit and Impact: It will give a larger number of Pima County residents better access to adopt PACC pets. It will also allow more pets to be adopted to help ease the burden of overpopulation on the main shelter facility.

Budget Pillar • N/A

Support of Prosperity Initiative: N/A

To: COB, 10/1/25 (1)
vers: 0
Pg 5 of 6

Provide information that explains how this activity supports the selected Prosperity Initiative

N/A

Metrics Available to Measure Performance:

The number of PACC pet adoptions finalized out of the east side facility.

Retroactive:

NO

Contract / Award Information

Record Number: CT PAC CT2500000064

Document Type: CT

Department Code: PAC

Contract Number: CT2500000064

Commencement Date: 11/01/2025

Termination Date: 10/31/2027

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$1,000,000.00

Funding Source Name(s) Required: N/A

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Pima Animal Care Center

Name: JJ Johnson

Telephone: (520) 724-2796

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: _____

Date: _____

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: _____

Pima County Department of Pima Animal Care Center

Project: Funding for the Eastside Adoption Satellite

Customer: Friends of Pima Animal Care Center (PACC)

Amount: \$1,000,000.00

Contract No.: CT2500000064

SALES REVENUE AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Friends of PACC ("Customer").
- 1.2. Purpose. County and Customer have agreed that County open a PACC adoption satellite location on the east side of Pima County.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on November 1, 2025, and will terminate on October 31, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. County will provide Customer with the materials or services described in **Exhibit A** (1 page), at the dates and times described on **Exhibit A**.

4. Payment.

- 4.1. Rates; Adjustment. Customer will pay County as set forth in **Exhibit B** (1 page). Any rates in Exhibit B will remain in effect during an Extension Option period unless County notifies Customer in writing of any adjustments to those rates.
- 4.2. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. County may invoice Customer for sales taxes that County is required to pay under this Contract. County will show sales taxes as a separate line item on invoices.
- 4.3. Timing of Invoices. County will invoice Customer on a monthly basis. Customer must pay the invoices within 30 days of date of invoice.

5. **Choice of Law and Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
6. **Assignment.** Customer may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
7. **Authority to Contract.** Customer warrants its right and power to enter into this Contract.
8. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
9. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
10. **Termination.**
 - 10.1. Without Cause. County or Customer may terminate this Contract at any time, without cause, by serving a written notice upon the other Party at least 30 days before the effective date of the termination. In the event of such termination, Customer's obligation to County will be payment for materials and services rendered prior to the date of termination.
 - 10.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to Customer when County finds Customer to be in default of any provision of this Contract.
11. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:	Customer:
Steve Kozachik, PACC 4000 N. Silverbell Rd Tucson, AZ 85745	Torre Chisholm, Friends of PACC PO Box 85370 Tucson, AZ 85745-5370
12. **Non-Exclusive Contract.** Customer understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to sell like materials and services to other parties for any reason.
13. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

14. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
15. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
16. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors

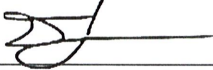
Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Daniel Jurkowitz
Print DCA Name

10/01/2025
Date

CUSTOMER



Authorized Officer Signature

Torrey Chapman, CEO
Printed Name and Title

10/1/25
Date

APPROVED AS TO CONTENT



Department Head

Exhibit A (1 page)
Scope of Services

The Friends of PACC Board of Directors has approved up to a \$1,000,000 donation to Pima County for the specific purpose of opening a PACC adoption satellite location on the east side of Pima County.

The County should send invoices for expenses to:

David Picard
Friends of PACC Finance Manager
PO Box 85370
Tucson, AZ 85754
dave@friendsofpacc.org

Friends of PACC asks that it be included in planning for the new satellite. Friends of PACC will be launching a \$500,000 fundraising initiative to offset part of this investment, so does request the opportunity to assign TBD naming opportunities to the satellite and/or areas inside the site. The naming opportunities would be consistent with the existing practices for donor recognition at PACC and is subject to final approval by the Board of Supervisors.

Exhibit B (1 page)
Rates

The \$1,000,000.00 donation is payable to the County based on direct expenses associated with the satellite, including lease, tenant improvements including design and planning, staffing, and supplies. Friends of PACC anticipates funding up to \$650,000 during the first year of the donation, with the remainder funded the following year.