



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: October 3, 2017

* = *Mandatory, information must be provided*

or Procurement Director Award

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

Maddie's Fund

***Project Title/Description:**

A Foster Home for Every Pet

***Purpose:**

The purpose of this grant is to expand PACC's foster program so that more homeless pets' lives can be saved in Pima County and PACC can serve as a national model for other large municipal shelters that wish to replicate Pima County's lifesaving success.

***Procurement Method:**

N/A - grant award

***Program Goals/Predicted Outcomes:**

Through this program, PACC will increase the percentage of its pet population that enters foster care, decrease its pets' overall length of stay, and increase its save rate.

***Public Benefit:**

Every day a pet is at PACC is an economic cost to the residents of Pima County. By getting pets out of the shelter and into foster care, that cost is lessened. Additionally, the residents of Pima County have said they want PACC to be a lifesaving shelter. This program will help PACC continue to meet this expectation.

***Metrics Available to Measure Performance:**

We will look at PACC's foster-placement rate, its save rate, and pets' length of stay as metrics for measuring performance of this project.

***Retroactive:**

No.

Contract / Award Information

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

***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: GTAW Department Code: PAC Grant Number (i.e., 15-123): 18-21
Effective Date: 10/03/2017 Termination Date: 11/30/2020 Amendment Number: N/A
 Match Amount: \$ _____ Revenue Amount: \$ 573,536

***All Funding Source(s) required:** Maddie's Fund - a family foundation

***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)?** N/A

Contact: Karen Hollish / Sharon Grant

Department: Pima Animal Care Center

Telephone: 724-5984 / 724-7842

Department Director Signature/Date: *Karen Hollish* 1/2

Deputy County Administrator Signature/Date: *Paul* 9/26/2017

County Administrator Signature/Date: *C. R. ...* 9/27/17
(Required for Board Agenda/Addendum Items)



September 12, 2017

Kristen Auerbach
Animal Services Director
Pima Animal Care Center
4000 N Silverbell Rd.
Tucson, AZ 85745

Dear Kristen:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on August 31, 2017 a grant was approved in the amount of \$573,536 to be paid to Pima County on behalf of Pima Animal Care Center (hereinafter referred to as Pima Animal Care Center) to support *A Foster Home for Every Pet*, a Maddie's® Research Project, as described in the proposal submitted by Pima Animal Care Center to Maddie's Fund on August 17, 2017 (the "Proposal"). Payment of this grant is subject to the terms and conditions described more fully below.

Funding of the Grant

Maddie's Fund will fund the grant in three installments. Maddie's Fund will fund the first installment in the amount of \$212,800 after we receive from Pima Animal Care Center a countersigned copy of this letter agreement.

Maddie's Fund will fund the second installment after September 1, 2018 in the amount of \$213,704 after we receive from Pima Animal Care Center a written request for payment and updated budget.

Maddie's Fund will fund the third installment after September 1, 2019 in the amount of \$147,032 after we receive from Pima Animal Care Center a written request for payment and updated budget.



Maddie's
Fund

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588
925.310.5450 | info@maddiesfund.org | www.maddiesfund.org

Use of Grant Funds

Pima Animal Care Center agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support your *A Foster Home for Every Pet* research project, as described in the Proposal. Grant Funds may not be used for any other purposes, or for any programs or activities other than those specified in this letter, without the prior written approval of Maddie's Fund.

Grant Reporting Requirements

Pima Animal Care Center agrees to submit full and complete reports to Maddie's Fund, which describe how the Grant Funds have been spent. The first report will cover the period that runs from the date Pima Animal Care Center first receives any Grant Funds through November 30, 2018, and will be submitted to Maddie's Fund by January 15, 2019. Pima Animal Care Center will submit a second report, covering December 1, 2018 through November 30, 2019, and will be submitted to Maddie's Fund by January 15, 2020. A final report on this project will be a survey about this grant, which will be sent at the end of this project. Pima Animal Care Center agrees that this survey will be completed within 45 days of the end of the project, January 15, 2021. Pima Animal Care Center's reports will contain a narrative and budget-to-actual that describe how the Grant Funds were spent, and examples of how Maddie and Maddie's Fund were recognized.

Additionally, Pima Animal Care Center agrees to submit to Maddie's Fund any and all published research resulting from this grant within 30 days of publication.

Maddie Recognition and Trademark Matters

Pima Animal Care Center agrees that in consideration of this grant, Pima Animal Care Center will, in consultation with Maddie's Fund, fully implement the Maddie Recognition Plan attached to this letter agreement as Exhibit A. Accordingly, Maddie's Fund hereby grants Pima Animal Care Center a limited, non-exclusive, non-transferable license solely to use the Maddie's Fund name and logo ("Maddie's Fund Marks") in providing such recognition and benefits. No alteration may be made to the Maddie's Fund logo, including, without limitation, any alteration to the color, typeface or any elements of the logo's design without the prior written approval of Maddie's Fund, in its sole and absolute discretion. Pima Animal Care Center further agrees not to use the Maddie's Fund Marks in any way which would have a reasonable possibility of damaging the goodwill built up in the marks or disparaging or impugning the reputation of Maddie's Fund and/or its affiliated entities.

All use of the Maddie's Fund Marks will inure to the benefit of Maddie's Fund. All use of the Maddie's Fund Marks will also be subject to the reasonable guidelines and limitations set by Maddie's Fund from time to time. In addition, the quality of any goods and services provided in connection with or having any relation to the Grant Funds will be at a high level consistent with



industry standards and at least commensurate with the quality of any goods or services previously rendered by Pima Animal Care Center. The Maddie's Fund Marks may not be used in any manner that is likely to cause confusion in the public, for example, suggesting a closer relationship with, affiliation with, sponsorship by, or endorsement by Maddie's Fund than actually exists.

If this license or this entire agreement is not terminated sooner, the term of the license shall be one year from the date of this letter. The license shall be automatically renewed for successive one-year terms at the end of each such term, unless Maddie's Fund gives notice of its election not to renew the license at least ninety (90) calendar days prior to the end of a term, or terminates the license for non-compliance as set forth below. Maddie's Fund may terminate the license of its name and marks granted herein with ten (10) calendar days' notice at any time if Maddie's Fund determines that Pima Animal Care Center has not complied with any of the terms in this agreement, if Pima County has ceased being a non-profit public entity, or if Maddie's Fund determines in its sole and absolute discretion that allowing continued use of such name or marks by Pima Animal Care Center in any way damages the goodwill built up in such name or marks, disparages or impugns the reputation of Maddie's Fund and/or its affiliated entities, or subjects Maddie's Fund and/or its affiliated entities to undesired legal or business risks or liability.

Pima Animal Care Center acknowledges and agrees that Maddie's Fund owns all right, title, and interest, including without limitation all trademark and other intellectual property rights, in the terms "Maddie's Fund" and "Maddie's", all of its trademarks and service marks incorporating the terms "Maddie's Fund" and "Maddie's", and all of its trademarks and service marks incorporating the Maddie's Fund logo. Pima Animal Care Center agrees to cooperate with Maddie's Fund in facilitating Maddie's Fund's control of the nature and quality of the use of the Maddie's Fund Marks, to permit reasonable inspection by Maddie's Fund of the use of the Maddie's Fund Marks by Pima Animal Care Center, and to supply Maddie's Fund with specimens of all uses of the Maddie's Fund Marks upon request.

Right to Reprint

Maddie's Fund shall have the royalty-free right and license to copy, reprint, distribute, or make other use of training or educational materials developed based on research funded in whole or part by this grant as is deemed fit by both Maddie's Fund and Pima Animal Care Center jointly. Pima Animal Care Center reserves final oversight of the distribution of any training or educational materials. Pima Animal Care Center will work closely with Maddie's Fund to determine appropriate methods of distribution of training or educational materials. Maddie's Fund shall have the right to develop and print our own pieces relative to the research outcomes and data funded by this grant. Pima Animal Care Center will acknowledge Maddie's Fund support for this project in any published research resulting from this grant, and such published research shall be open access.



General Provisions

Maddie's Fund may review financial and other records and materials connected with any equipment purchased or activities financed by this grant. Pima Animal Care Center also agrees to allow Maddie's Fund to distribute this letter agreement to other third parties and to reference and/or include information about this grant in public reports, press releases, and other public or private communications.

By countersigning this letter, you represent that Pima County is a political subdivision of a state, county, or municipality as described in Internal Revenue Code Section 170(c)(1). Pima Animal Care Center agrees that it will use proceeds granted by Maddie's Fund for exclusively public purposes as required by IRC Section 170(c)(1). Pima Animal Care Center will not use any amounts granted by Maddie's Fund to carry on propaganda or otherwise attempt to influence legislation. Pima Animal Care Center also agrees not to use the Grant Funds to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

The activities described in this agreement in no way create an agency relationship between Maddie's Fund and Pima Animal Care Center, or any other person, organization, or entity related to or acting on behalf of Pima Animal Care Center. Nor do the activities described in this agreement make Maddie's Fund in any way responsible for the actions or inactions of Pima Animal Care Center, or any other person, organization, or entity related to or acting on behalf of Pima Animal Care Center.

This letter agreement, including Exhibit A and Exhibit B, constitutes the entire agreement between the parties and supersedes any prior oral or written understandings, communications, and representations. This agreement may be signed in counterparts and may be amended or modified only by a written document executed by duly authorized representatives of Pima Animal Care Center and Maddie's Fund. The failure by Maddie's Fund to exercise or enforce any right under this agreement, or the waiver of any such right at the time it arises, shall not operate as a waiver of Maddie's Fund's right to exercise or enforce such right or any other right in the future.

If this letter correctly sets forth Pima Animal Care Center's understanding of the agreement with Maddie's Fund regarding this \$573,536. grant, please countersign this letter at the place indicated below and return it to Maddie's Fund.



**Maddie's
Fund**

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588
925.310.5450 | info@maddiesfund.org | www.maddiesfund.org

P. 4

On behalf of all of us at Maddie's Fund, we wish Pima Animal Care Center the best of success in its humane work.

Sincerely,

MADDIE'S FUND®

By: Mary Ippoliti-Smith
Mary Ippoliti-Smith
Executive Leadership Team

AGREED TO AND ACCEPTED
THIS ___ DAY OF OCTOBER 2017

PIMA COUNTY ON BEHALF OF THE PIMA ANIMAL CARE CENTER

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

9/25/17

Date

APPROVED AS TO CONTENT:

[Signature]
Department Representative

9/25/17

Date



Maddie's
Fund

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588
925.310.5450 | info@maddiesfund.org | www.maddiesfund.org



Maddie's Fund

Exhibit A Maddie Recognition Plan

In order to recognize The Duffield Family Foundation, dba Maddie's Fund®, and Maddie, the Miniature Schnauzer who made possible \$573,536 in funding for Pima Animal Care Center's *Foster Home for Every Pet* research project, Pima Animal Care Center agrees, subject to the license and other terms set forth in the letter agreement dated September 12, 2017 between Maddie's Fund and Pima Animal Care Center, to include the following recognition as it administers this grant:

- **Naming Opportunity:** Pima Animal Care Center will work with Maddie's Fund on an appropriate naming opportunity and any accompanying signage.
- **Education/Training Materials:** Pima Animal Care Center will work with Maddie's Fund on providing, hosting or presenting educational content or training materials for Maddie's Fund, such as articles, blog posts, webcasts, flash classes, Maddie Talk videos, etc.
- **Media Releases/Announcements/Alerts:** Media/Press releases/announcements/alerts issued by Pima Animal Care Center about this grant or any activities funded by this grant will include the full statement set forth below, "About Maddie's Fund".* Pima Animal Care Center will work with the Maddie's Fund Marketing Department to obtain quotes and review the release/announcement/alert.
- **Newsletters/Magazines:** Online and written materials that describe this grant and that are published in external or internal publications or websites will include the Maddie's Fund Recognition Logo** with a link to the Maddie's Fund website and the following statement, "Pima Animal Care Center is a proud recipient of funding from Maddie's Fund® (www.maddiesfund.org), helping to achieve a no-kill nation #ThanksToMaddie."
- **Promotional Materials/Advertising:** Any promotional materials or advertising about this grant or activities funded by this grant, or promotional materials or advertising made possible by this grant, will include the Maddie's Fund Recognition Logo** and the hashtag #ThanksToMaddie.
- **Website:** On the homepage of Pima Animal Care Center's website, Pima Animal Care Center agrees to post the Maddie's Fund Recognition Logo** with a link to the Maddie's Fund website and the following statement, "Pima Animal Care Center is a proud recipient of funding from Maddie's Fund® (www.maddiesfund.org), helping to achieve a no-kill nation #ThanksToMaddie."



Maddie's
Fund

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588
925.310.5450 | info@maddiesfund.org | www.maddiesfund.org

EXHIBIT B
PIMA COUNTY ADDENDUM
TO
GRANT AGREEMENT BETWEEN
MADDIE'S FUND
AND
PIMA COUNTY ON BEHALF OF PIMA ANIMAL CARE CENTER

The following term and condition to the Grant Award Letter dated September 12, 2017 is added:

Cancellation for Conflict of Interest

This Grant Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference, or if, for any reason, there are not sufficiently appropriated and available monies for County or other public entity obligations under this Agreement. In the event of such termination, County shall have no other obligation than the return of any funds that have not been expended at the time of termination.