



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 11/15/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

*Contractor/Vendor Name/Grantor (DBA):

Friends of Pima Animal Care Center (FoP)

*Project Title/Description:

**Grant Agreement for Mobile Medical Unit
Friends of Pima Animal Care Center**

*Purpose:

Pima Animal Care Center (PACC) is in need of a Mobile Medical Unit (a vehicle containing specialized veterinary equipment), to better serve pet-owners throughout Pima County. PACC veterinarians will use this vehicle for the purpose of expanding the reach of its services into remote or under-resourced communities possessing limited or no access to animal care facilities or resources. The vehicle and veterinary team will operate three-four days a week, providing services most needed by the community being served. Services will include preventative care, such as vaccinations, microchip placements, spay/neuter surgeries, and wellness checks, and some emergency procedures.

*Procurement Method:

Not applicable to this grant award.

*Program Goals/Predicted Outcomes:

The goals are (1) increase the number of pets that receive preventative health care, especially those owned by Pima County residents who lack either transportation or financial means to obtain crucial care for their pets; (2) offer more pet-care clinics in under-served communities whose residents have limited or no access to animal care facilities and veterinary resources.

*Public Benefit:

The Mobile Medical Unit will transform Pima Animal Care Center's community outreach capabilities, helping PACC veterinarians provide services to communities where the residents need help the most. PACC veterinarians will host spay/neuter and vaccination clinics, which are critical for managing animal over-population and preventing the spread of disease; and wellness checks, which encourage proper pet care and ownership and present opportunities for PACC to engage with residents who otherwise may not know about its services.

*Metrics Available to Measure Performance:

Performance can be measured by several metrics:

- 1) The number of clinics/surgeries provided by the Mobile Medical Unit.
- 2) Number of dogs/cats serviced by the Mobile Medical Unit.
- 3) Number of pet owners served by the Mobile Medical Unit.

*Retroactive:

No.

GMI approves
10/31/22
(signature)

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: _____ 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 ☐ 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): GTAW 23*062

Commencement Date: 11/16/2022 Termination Date: 12/31/2026 Amendment Number: N/A

☐ Match Amount: \$ N/A ☒ Revenue Amount: \$ 420,000.00

*All Funding Source(s) required: Friends of Pima Animal Care Center

*Match funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☒ No If Yes \$ _____ % _____

*Funding Source: N/A

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Not Applicable

Contact: Monica Dangler

Department: PACC Director

Telephone: 724-5938

Department Director Signature: _____

Date: 10/27/22

Deputy County Administrator Signature: _____

Date: 31 Oct 2022

County Administrator Signature: _____

Date: 10/31/2022

Grant Agreement for Mobile Medical Unit Friends of Pima Animal Care Center

This Grant Agreement ("Agreement"), effective on the date this Agreement is fully executed by all the parties ("Effective Date"), is entered into by and among Friends of Pima Animal Care Center, a not-for-profit organization ("Grantor"), and Pima County, a political subdivision of the State of Arizona ("County"), on behalf of Pima Animal Care Center.

RECITALS

- A.** Pima Animal Care Center (PACC) is in need of a capital investment in the form of a mobile medical unit ("Vehicle"), fully equipped with specialized veterinary equipment to serve Pima County residents.
- B.** Grantor wishes to grant to PACC a Vehicle designed and manufactured to meet the County's needs, and the County desires to accept that grant, subject to the terms and conditions set forth in this Agreement.
- C.** Grantor wishes to provide funding for a three-year period. The initial part of the term will be utilized to determine Vehicle specifications and to acquire the Vehicle. Once the Vehicle is operational, the grantor subsequently intends to amend the Agreement to award additional funding for a veterinarian and a veterinary technician who will staff and operate the Vehicle.

AGREEMENT

- 1. Grant.** Grantor hereby pledges to grant to County a Vehicle valued at approximately \$300,000.00 for the exclusive use and benefit of PACC within Pima County boundaries for the purposes stated in the Agreement and a cash grant of up to \$40,000.00 per year over three years for consumable supplies including veterinary supplies and gasoline ("Grant").
- 2. Term.** This Agreement will commence on the date of the last signature and will terminate on December 31, 2026.
- 3. Use of the Grant.** The Grant will be used by PACC for the purpose of expanding the reach of its services into remote or under-resourced communities possessing limited or no access to animal care facilities or resources. The Vehicle and team will operate 3-4 days a week in the community, providing the services most needed in the community being served. Services will include preventative care, such as vaccinations, microchip placements, spay/neuter surgeries, wellness checks, and some emergency procedures.
- 4. Vehicle Order.** Grantor will place the order for the manufacture of the Vehicle with Magnum Mobile Specialty Vehicles ("Magnum") located in Phoenix, Arizona for an expected completion and delivery date of 15 months from the date of order.
- 5. Vehicle Payment.** Grantor will pay to Magnum a deposit in the maximum amount of \$70,000.00 to begin the manufacturing process and expects to pay approximately \$230,000.00 over the next 15 months to manufacture the Vehicle in fully functional form, including the acquisition by the Grantor and the installation by Magnum of specialized medical equipment. Once the order is placed, Grantor will coordinate with PACC to finalize the layout and design of the Vehicle.

6. **Consumable Supplies.** Grantor agrees to provide annual funding for consumable supplies, including veterinary supplies and gasoline, up to \$40,000.00 per year over a three-year period. Additional expenses in excess of this amount must be approved by the Grantor Finance Committee in writing.

7. **Vehicle Insurance.** Upon receipt of the Vehicle, County agrees to assume responsibility for maintenance and insurance for the Vehicle in coverage sufficient to fully replace the Vehicle and equipment in the event of catastrophic loss.

8. **Vehicle Storage.** County agrees to store the Vehicle in a secured location in the agreed-upon dimensions at PACC when not in use.

9. **Vehicle Drivers.** County agrees to provide all training required to satisfy State and County requirements to drive the Vehicle, whether configured as a RV or trailer/truck.

10. **Recognition.** Grantor reserves the right to designate the name of the Vehicle, including Vehicle name recognition as needed, to secure external funding for the Vehicle. Grantor has established the naming recognition value of the Vehicle to be \$250,000.00. County will identify this Vehicle by the name provided, specifically "Karen's Karing Van" for Pima Animal Care Center, for the duration of the Vehicle's life (as determined by Pima County Fleet Services Department). In addition to the above-mentioned name, County will preserve the following donor recognition on the Vehicle, "Thank you to the Clark I. Bright Foundation honoring Karen S. Bright."

Such recognition is subject to Policy Number C3.19 of the Pima County Board of Supervisors as adopted on July 5, 2016, and attached as **Exhibit A** (3 pages) the conditions of which are incorporated into this Agreement. Parties agree to execute a Donor Recognition Agreement for the Vehicle name prior to transfer of the Vehicle to the County.

10.1 Publicity. Pima County and Friends of PACC may, without charge, photograph Donor's representatives 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 Donors' activities.

10.2 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. If the County determines it necessary to transfer ownership of the Vehicle to another party, it will give first right of refusal to the Donor to accept back ownership. If Donor declines, the donor recognition may cease if the Vehicle is transferred or conveyed by County to another party, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, modified, relocated, or replaced. If the Vehicle is conveyed to another party, the County will use reasonable efforts to have the other party maintain the donor recognition for the remainder of the vehicle's life, as defined by fleet management.

10.3 Termination of Recognition. In addition to any rights and remedies available at law, the County may terminate this Agreement, offering Donor first right of refusal to accept ownership and consequently terminate all rights and benefits of Donor 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 and Pima Animal Care 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.

11. Administrative Procedures. During its time of service to PACC and Pima County, the Vehicle must adhere to any and all Administrative Procedures and safety standards put forth by Pima County Fleet Services management for the duration of its operation, as defined by Administrative Procedure 49-2 (AP 49-2).

12. 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:

Monica Dangler, Director
Pima Animal Care Center
4000 N. Silverbell Road
Tucson, Arizona 85745

If to Donor:

Laura O'Brien
Friends of Pima Animal Care Center
P.O. Box 85370
Tucson, AZ 85754

13. 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.

14. Non-Discrimination. Grantor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Grantor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

15. 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.

16. Governing Law and Venue. This Agreement will be 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.

17. **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.

18. **Non-Appropriation.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Grantor.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

FRIENDS OF PACC

Chair, Board of Supervisors


Laura O'Brien, Chair

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT

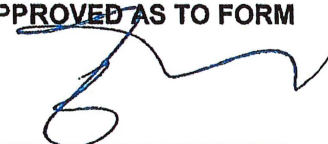


Department Director

10/27/22

Date

APPROVED AS TO FORM




Deputy County Attorney

10/27/22

Date

EXHIBIT A

 PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY		
<u>Subject:</u> Naming of County Facilities and Programs	Policy Number	Page
	C 3.19	Page 1 of 3

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

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

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