



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: October 16, 2018

Title: Pima Animal Care Center (PACC) Naming Campaign

Introduction/Background:

On July 5, 2016, the Board of Supervisors approved Pima County's policy regarding naming of County facilities and programs to recognize grants and donations made to the County for the benefit of the community. In accordance with that policy, the County Administrator reviewed and approved a detailed PACC Fundraising and Donor Recognition Plan on April 19, 2017. This plan contained Donor Recognition Guidelines, a template approved by the Pima County Attorney's Office for Donation Agreements, and a Donation Tracking Plan.

The "New PACC" facility is being constructed with bond funds approved in Proposition 415. The "Your Love Saves Lives" campaign held by Friends of PACC has raised \$4.8 million 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.

Discussion:

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.

There are nine agreements included in this package, each one representing a sizable donation and an agreement to name a room or an area in the new PACC facility after the donor. If the Board of Supervisors approves the attached agreements, signs recognizing the donors' contributions will be in place for the official dedication of the New PACC facility scheduled for December 2018. The naming agreements attached represent donations from \$5,000 - \$1,000,000, for a total of \$1,683,222.

Conclusion:

Approving these agreements will facilitate the flow of new resources for continued innovative programming at PACC.

Recommendation:

Staff recommends the Board approve the attached donation and naming agreements.

Fiscal Impact:

No un-budgeted fiscal impact as a result of these naming agreements.

Board of Supervisor District:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ All

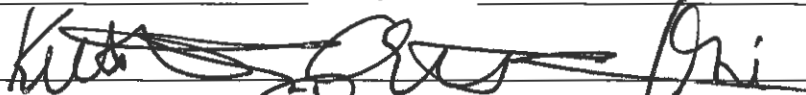
Department: PAC

Telephone: 724-5900

Contact: Sharon Grant

Telephone: 724-7842

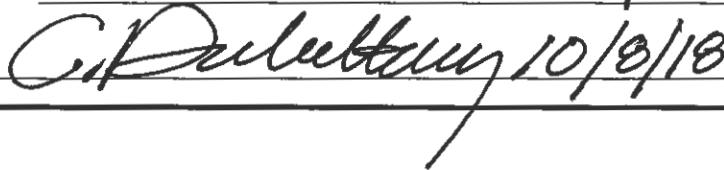
Department Director Signature/Date:

 Keith Grant

Deputy County Administrator Signature/Date:

 Keith Grant
Jen Oct 7, 2018

County Administrator Signature/Date:

 C. DeLuberry
10/8/18

Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("Agreement"), effective as of MAY 1st 2018 ("Effective Date"), is entered into by and among Jan Leshner, 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 is constructing 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.
- D. Jan Leshner wishes to donate or to cause to be donated funds to the Campaign through the County to be used to support the Campaign project elements at PACC.
- E. Jan Leshner has pledged 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.

AGREEMENT

1. Payment of the Donation. Jan Leshner signed a Pledge Form on October 18, 2017 specifying the payments to complete her gift by June 30, 2020. Upon executing this Agreement with the Friends and the County, and paying the first installment of the Donation, the County will "Reserve" an available Donor Recognition Opportunity in the New PACC, namely the Feline Isolation Ward for Ringworm, as requested by the donor. Jan Leshner may make the first and subsequent payments via check, electronic funds transfer, stocks or other securities, or other methods acceptable to the County. At the completion of the pledge, permanent recognition of the donor will be designed, and installation planned.
2. Use of the Donation. The Donation will be used by the County for the purposes described above

and in the Campaign Case Statement, a copy of which is attached as Exhibit C to this Agreement. Jan Leshner acknowledges that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in place until the official dedication of the New PACC in December of 2018. Jan Leshner also acknowledges that nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by Jan Leshner 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 Leshner by name at the selected component of the New PACC, the ~~Feline Isolation~~ Ringworm Ward for Ringworm, (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 Jan Leshner 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 Jan Leshner 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 Recognition 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 Jan Leshner 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 Jan Leshner or her representatives and use the names, likenesses, and images of Jan Leshner 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. 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, 10th Floor
Tucson, AZ 85701

If to Donor: Jan Leshner
111 S. Bella Vista Drive
Tucson, AZ 85745

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

3. **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.

By: [Signature]
Name: Jan Leshner
Title: _____

By: Jennifer Camano
Name: Jennifer Camano, CFRE
4/30/2018
Title: Executive Director

By _____
Chairman, Board of Supervisors

Clerk of the Board of Supervisors

Paul J. Rivera
Deputy County Attorney


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Confidential

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

 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

Subject:	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

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

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.

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



Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("**Agreement**"), effective as of **November 2, 2017** ("**Effective Date**"), is entered into by and among **Neill and Nita Freeman**, individual donors, 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 is constructing 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**.
- D. **Neill and Nita Freeman** wish to donate or to cause to be donated funds to the Campaign through the Friends to be used to support the Campaign project elements at PACC.
- E. On November 2, 2017, **Neill and Nita Freeman** made known their intention to give a donation of \$1,000,000 (the "**Donation**") to the Campaign. **Neill and Nita Freeman's** 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**.

AGREEMENT

1. **Payment of the Donation.** Upon executing this Agreement with the Friends and the County, **Neill and Nita Freeman** will sign a pledge form for up to a 3-year term specifying the payments to complete their gift by ~~June 30, 2020~~ ^{December 31, 2020}. When a minimum of 33% of the Donation has been paid, the County will "Reserve" an available Donor Recognition Opportunity in the New PACC, namely the **Adoption Center**, as requested by the donors. **Neill and Nita Freeman** may make the first and subsequent payments via check, electronic funds transfer, stocks or other securities, or other methods acceptable to the Friends and the County. At the completion of the pledge, permanent recognition of the donor will be designed, and installation planned. d.

2. **Use of the Donation.** The Donation will be used by the Friends and the County for the purposes described above and in the Campaign Case Statement, a copy of which is attached as Exhibit C to this Agreement. Neill and Nita Freeman acknowledge that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in place until the official dedication of the New PACC in December of 2016. Neill and Nita Freeman also acknowledge that nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by themselves 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 Neill and Nita Freeman by name at the selected component of the New PACC, the Adoption Center, (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 Neill and Nita Freeman 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 Neill and Nita Freeman 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 doing so 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 Recognition 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 Neill and Nita Freeman 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 Neill and Nita Freeman or their representatives and use the names, likenesses, and images of Neill and Nita Freeman or their 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.
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If to County: Pima County Administrator
130 W. Congress Street, 10th Floor
Tucson, AZ 85701

If to Donor: Neill and Nita Freeman
701 West Calle Concordia
Tucson, AZ 85704

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.
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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.

Donor

By: NITA NEILL FREEMAN
Name: Nita Neill Freeman
Nita Neill Freeman
Title: 4/2/2018

Pima County

By _____
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors
APPROVED AS TO FORM:

Paul J. Rivera
Deputy County Attorney

Friends of PACC

By: Jennifer Camano
Name: Jennifer Camano

Title: Executive Director
4/2/2018


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Confidential

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
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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 Calicivirus, 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

 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.
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- 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

Subject:	Policy Number	Page
	C 3.19	Page 2 of 3

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
	C 3.19	Page 3 of 3

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

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.

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



Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("**Agreement**"), effective as of 5/5, 2018 ("**Effective Date**"), is entered into by and among Gail B. Smith, MD and Leonard H. Cohen, MD, individuals, 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 is constructing 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.
- D. Gail B. Smith, MD and Leonard H. Cohen, MD, wishes to donate or to cause to be donated funds to the Campaign through the Friends to be used to support the Campaign project elements at PACC.
- E. Gail B. Smith, MD and Leonard H. Cohen, MD have pledged a donation of \$100,000 (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.

AGREEMENT

1. **Payment of the Donation.** Gail B. Smith, MD and Leonard H. Cohen signed a Pledge Form on December 4, 2017 specifying the payments to complete their gift by June 30, 2020. Upon executing this Agreement with the Friends and the County, and paying the first installment of the Donation, the County will "Reserve" an available Donor Recognition Opportunity in the New PACC, namely the **Small Dog and Puppy Room** as requested by the donors. Gail B. Smith, MD and Leonard H. Cohen may make the first and subsequent payments via check, electronic funds transfer, stocks or other securities, or other methods acceptable to the County. At the completion of the pledge, permanent recognition of the donors will be designed, and installation planned.

2. **Use of the Donation.** The Donation will be used by the County for the purposes described above and in the Campaign Case Statement, a copy of which is attached as Exhibit C to this Agreement. Gail B. Smith, MD and Leonard H. Cohen acknowledge that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in place until the official dedication of the New PACC in December of 2018. Gail B. Smith, MD and Leonard H. Cohen also acknowledge that nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by Gail B. Smith, MD and Leonard H. Cohen 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 Gail B. Smith, MD and Leonard H. Cohen by name at the selected component of the New PACC, the **Small Dog and Puppy Room**, (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 B. Smith, MD and Leonard H. Cohen 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 B. Smith, MD and Leonard H. Cohen 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 Recognition 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 B. Smith, MD and Leonard H. Cohen 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 B. Smith, MD and Leonard H. Cohen or their representatives and use the names, likenesses, and images of Gail B. Smith, MD and Leonard H. Cohen or their 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. 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, 10th Floor
Tucson, AZ 85701

If to Donor: Gail B. Smith, MD and Leonard H. Cohen
5805 N. Mountain Reserve Place
Tucson, AZ 85743

If to the Friends: Friends of Pima Animal Care Center
P.O. 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.

Donor

By: [Signature]

Name: CARL B SMITH, MD

Title: _____

Friends of PACC

By: [Signature] 4/30/18

Name: Jennifer Camano, CFRE

Title: Executive Director

Donor

By: [Signature]

Name: LEONARD H COHEN, MD

Title: _____

Pima County

By: _____

Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]

Deputy County Attorney


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Confidential

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
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EXHIBIT B

 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.

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PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page
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PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

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EXHIBIT C
Pima Animal Care Center
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Investing in PACC Programs for Today and Tomorrow

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- 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.

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



Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("**Agreement**"), effective as of 10/1, 2018 ("**Effective Date**"), is entered into by and among Susan S. and Michael J. Cavender on behalf of the John M. Simpson Foundation, a family foundation, 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 is constructing 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.
- D. The John M. Simpson Foundation wishes to donate or to cause to be donated funds to the Campaign through the Friends to be used to support the Campaign project elements at PACC.
- E. The John M. Simpson Foundation has pledged a donation of \$165,000 (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.

AGREEMENT

1. **Payment of the Donation.** Susan S. and Michael J. Cavender on behalf of the John M. Simpson Foundation signed a Pledge Form on July 27, 2017 specifying the payments to complete their gift by June 30, 2020. Upon executing this Agreement with the Friends and the County, and paying the first installment of the Donation, the County will "Reserve" an available Donor Recognition Opportunity in the New PACC, namely the **Field Services Headquarters**, as requested by the donor. The John M. Simpson Foundation may make the first and subsequent payments via check, electronic funds transfer, stocks or other securities, or other methods acceptable to the County. At the completion of the pledge, permanent recognition of the donor will be designed, and installation planned.

2. **Use of the Donation.** The Donation will be used by the County for the purposes described above and in the Campaign Case Statement, a copy of which is attached as Exhibit C to this Agreement. The John M. Simpson Foundation acknowledges that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in place until the official dedication of the New PACC in December of 2018. The John M. Simpson Foundation also acknowledges that nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by The John M. Simpson Foundation 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 The John M. Simpson Foundation and The Cavender Family by name at the selected component of the New PACC, the **Field Services Headquarters**, (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 Susan S. and Michael J. Cavender on behalf of the John M. Simpson Foundation 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 Susan S. and Michael J. Cavender on behalf of the John M. Simpson Foundation 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 Recognition 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 Susan S. and Michael J. Cavender 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 Susan S. and Michael J. Cavender or their representatives and use the names, likenesses, and images of Susan S. and Michael J. Cavender or their 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. 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, 10th Floor
 Tucson, AZ 85701

If to Donor: Susan S. and Michael J. Cavender
 1921 W. De Havilland Way
 Tucson, AZ 85755

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.

JUN 05 2018

Donor Michael J Cavender Friends of PACC

By: Suzanne Cavender

Name: John M Simpson Title: Executive Director

Name: Foundations Title: Executive Director

Title: "The Simpson Cavender Family"

Pima County

By: _____
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Paul J. Pucio
Deputy County Attorney


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Confidential

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 3,600 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 \$749,999
a) Volunteer Entrance & Breakroom (exterior plaque) b) Administrative Offices Suite (exterior plaque) c) Field Services Headquarters	3	\$250,000 to \$499,999
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 \$249,999
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	\$60,000 to \$99,999
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 \$49,999
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

 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

Subject:	Policy Number	Page
	C 3.19	Page 2 of 3

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

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

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.

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



Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("Agreement"), effective as of 8-21-18 2018 ("Effective Date"), is entered into by and among Gail Spahr and Don Sheldon, 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 is constructing 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.
- D. Gail Spahr and Don Sheldon, wish to donate or to cause to be donated funds to the Campaign through the County to be used to support the Campaign project elements at PACC.
- E. Gail Spahr and Don Sheldon have pledged \$7,000 (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.

AGREEMENT

- 1. **Payment of the Donation.** Gail Spahr and Don Sheldon signed a pledge form on June 20, 2018 specifying the payments to complete her gift by April 1, 2020. Upon executing this Agreement with the Friends and the County, the County has reserved a Donor Recognition Opportunity in the New PACC, the Dog Training Area in the renovated "Harry's Haven", as requested by the donor. We are currently designing and planning the installment of the permanent recognition of the donor.
- 2. **Use of the Donation.** The Donation will be used by the County for the purposes described above and in the Campaign Case Statement, a copy of which is attached as Exhibit C to this Agreement. Gail Spahr and Don Sheldon acknowledges that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in place until the official dedication of the New PACC in December of 2018. Gail Spahr and

Don Sheldon also acknowledges that nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by Gail Spahr and Don Sheldon 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 Gail Spahr and Don Sheldon by name at the selected component of the New PACC, the Dog Training Area in the renovated "Harry's Haven", (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 Spahr and Don Sheldon 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 Spahr and Don Sheldon 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 Recognition 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 Spahr and Don Sheldon and Don Sheldon 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 Spahr and Don Sheldon representatives and use the names, likenesses, and images of Gail Spahr and Don Sheldon 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. 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, 10th Floor
 Tucson, AZ 85701

If to Donor: Gail Spahr and Don Sheldon and Don Sheldon
 11380 N. Meadow Sage Dr.
 Tucson, AZ 85737

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.

Donor

By: [Signature]
Name: Gail Spahr
By: [Signature]
Name: Don Sheldon

Friends of PACC

By: [Signature]
Name: Jennifer Camano
CFRE
Title: Executive Director

Pima County

By: _____
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney


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Confidential

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 "Catlo" 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 (8) 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 "Henry's Haven" for Dog Training (1) j) Individual Dog Kennel (25+) k) Interior Donor Wall 9' x 6' sponsorship (5)	49	\$5,000 to \$9,999
Donor wall Acknowledgement	unlimited	\$1,000 to \$4,999

EXHIBIT B

 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

Subject:	Policy Number	Page
	C 3.19	Page 2 of 3

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

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

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.

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



Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("Agreement"), effective as of 8-21-18 2018 ("Effective Date"), is entered into by and among Bonnie Kay, 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 is constructing 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.
- D. Bonnie Kay, wishes to donate or to cause to be donated funds to the Campaign through the County to be used to support the Campaign project elements at PACC.
- E. Bonnie Kay has made several gifts totaling \$120,550 (the "Donation") to the Campaign. The Donations were 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.

AGREEMENT

- 1. Payment of the Donation. Bonnie Kay has completed her gifts for this agreement by December 24, 2017. Upon executing this Agreement with the Friends and the County, and having completed the Donation, the County has reserved a Donor Recognition Opportunity in the New PACC, namely the Feline Viewing Window, as requested by the donor. We are currently designing and planning the installment of the permanent recognition of the donor.
- 2. Use of the Donation. The Donation will be used by the County for the purposes described above and in the Campaign Case Statement, a copy of which is attached as Exhibit C to this Agreement. Bonnie Kay acknowledges that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in place until the official dedication of the New PACC in December of 2018. Bonnie Kay also

acknowledges that nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by Bonnie Kay 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 Bonnie Kay by name at the selected component of the New PACC, the Feline Viewing Window, (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 Bonnie Kay 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 Bonnie Kay 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 Recognition 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 Bonnie Kay 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 Bonnie Kay representatives and use the names, likenesses, and images of Bonnie Kay 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. 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, 10th Floor
Tucson, AZ 85701

If to Donor: Bonnie Kay
3861 E Placita de Peri
Tucson, AZ 85718

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.

Donor

By: B. Kay
Name: Bonnie Kay

Friends of PACC

By: Jennifer Camano
Name: Jennifer Camano
CFRE
Title: Executive Director

Pima County

By: _____
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Paul J. Rivera
Deputy County Attorney


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Confidential

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 (5) 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 5' sponsorship (6)	49	\$5,000 to \$9,999
Donor wall Acknowledgement	unlimited	\$1,000 to \$4,999

EXHIBIT B

 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.

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PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

<u>Subject:</u> Naming of County Facilities and Programs	Policy Number	Page
	C 3.19	Page 2 of 3

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PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

<u>Subject:</u> Naming of County Facilities and Programs	Policy Number	Page
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Adoption Date: July 5, 2016
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Pima Animal Care Center
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Investing in PACC Programs for Today and Tomorrow

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Local Lifesaver, National Leader

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All quotes from interviewees of comprehensive campaign planning study



Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("**Agreement**"), effective as of 8/22/18, 2018 ("**Effective Date**"), is entered into by and among Donna Vining, 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 is constructing 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**.
- D. Donna Vining, wishes to donate or to cause to be donated funds to the Campaign through the County to be used to support the Campaign project elements at PACC.
- E. Donna Vining has made several gifts totaling \$25,000 (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**.

AGREEMENT

- 1. **Payment of the Donation.** Donna Vining has completed her gifts for this agreement by January 15, 2018. Upon executing this Agreement with the Friends and the County, and having completed the Donation, the County has reserved a Donor Recognition Opportunity in the New PACC, namely the real-life room, Mikey's Room, as requested by the donor. We are currently designing and planning the installment of the permanent recognition of the donor.
- 2. **Use of the Donation.** The Donation will be used by the County for the purposes described above and in the Campaign Case Statement, a copy of which is attached as **Exhibit C** to this Agreement. Donna Vining acknowledges that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in place until the official dedication of the New PACC in December of 2018. Donna Vining also acknowledges that

nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by Donna Vining 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 Donna Vining by name at the selected component of the New PACC, the **Real-Life Room, or Mikey's Room**, (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 Donna Vining 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 Donna Vining 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 Recognition 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 Donna Vining 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 Donna Vining representatives and use the names, likenesses, and images of Donna Vining 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. 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, 10th Floor
Tucson, AZ 85701

If to Donor: Donna Vining
2141 N. Rainbow Vista Dr.
Tucson, AZ 85712

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.

Donor

By: Donna R. Vining
Name: Donna R. Vining
Title: _____

Friends of PACC

By: Jennifer Camano
Name: Jennifer Camano
CFRE
Title: Executive Director

Plima County

By: _____
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Paul J. Rivera
Deputy County Attorney


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Confidential

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 "Catlo" 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

 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

Subject:	Naming of County Facilities and Programs	Policy Number	Page
		C 3.19	Page 2 of 3

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

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

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.

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



Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("Agreement"), effective as of SEPTEMBER 4, 2018 ("Effective Date"), is entered into by and among Ann and Henry Slagter, a married couple, 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 is constructing 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.
- D. Ann and Henry Slagter, wishes to donate or to cause to be donated funds to the Campaign through the County to be used to support the Campaign project elements at PACC.
- E. Ann and Henry Slagter, have made a donation of \$10,672 (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.

AGREEMENT

- 1. Payment of the Donation. Ann and Henry Slagter, made their entire gift on April 23, 2018. 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 **Dog Intensive Care Unit** located in the Clinic, as requested by the donor.
- 2. Use of the Donation. The Donation will be used by the County for the purposes described above and in the Campaign Case Statement, a copy of which is attached as Exhibit C to this Agreement. Ann and Henry Slagter, acknowledge that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in

place until the official dedication of the New PACC in December of 2018. Ann and Henry Slagter, also acknowledge that nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by Ann and Henry Slagter, 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 Ann and Henry Slagter by name at the selected component of the New PACC, the **Dog Intensive Care Unit** located in 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 Ann and Henry Slagter 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 Ann and Henry Slagter 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 Recognition 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 Ann and Henry Slagter in advance of any conveyance, modification, relocation or removal of the New PACC.
5. **Publicity.** For purposes of publicizing the Donation and the Recognition, the Friends and the County will have the right, without charge, to photograph Ann and Henry Slagter or her representatives and use the names, likenesses, and images of Ann and Henry Slagter 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. 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, 10th Floor
Tucson, AZ 85701

If to Donor: Ann and Henry Slagter
750 S. La Posada Circle #66
Green Valley, AZ 85614

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.

Donor

By: Ann Slagter

Name: Ann Slagter

By: Ann Slagter

Name: Henry Slagter

Date: SEPTEMBER 4, 2018

Friends of PACC

By: Jennifer Camano

Name: Jennifer Camano, CFRE

Title: Executive Director

Pima County

By: _____
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Paul J. Rivera
Deputy County Attorney


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Confidential

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
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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
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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
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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
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Donor wall Acknowledgement	unlimited	\$1,000 to \$4,999

EXHIBIT B

 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.

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Definitions:

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- "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

Subject:	Policy Number	Page
	C 3.19	Page 2 of 3

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:

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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.
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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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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

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."

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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.
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- 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.

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



Pima Animal Care Center

Donation and Donor Recognition Agreement

This Donation and Donor Recognition Agreement ("Agreement"), effective as of Jan 12, 2018 ("Effective Date"), is entered into by and among Marion C. Weber (aka Polly Smith), 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 is constructing 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.
- D. Marion C. Weber wishes to donate or to cause to be donated funds to the Campaign through the Friends to be used to support the Campaign project elements at PACC.
- E. Marion C. Weber has pledged a donation of \$250,000 (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.

AGREEMENT

- 1. **Payment of the Donation.** Marion C. Weber signed a Pledge Form on November 16, 2017 specifying the payments to complete her gift by June 30, 2020. Upon executing this Agreement with the Friends and the County, and paying the first installment of the Donation, the County will "Reserve" an available Donor Recognition Opportunity in the New PACC, namely the **Cat Adoption Center**, as requested by the donor. Marion C. Weber may make the first and subsequent payments via check, electronic funds transfer, stocks or other securities, or other methods acceptable to the County. At the completion of the pledge, permanent recognition of the donor will be designed, and installation planned.
- 2. **Use of the Donation.** The Donation will be used by the County for the purposes described above and in the Campaign Case Statement, a copy of which is attached as Exhibit C to this Agreement.

Marion C. Weber acknowledges that the New PACC may still be in the construction phase at the time of this agreement, and temporary or permanent donor recognition may not be put in place until the official dedication of the New PACC in December of 2018. Marion C. Weber also acknowledges that nothing in this Agreement obligates the County to expend any funds for the Campaign, other than funds contributed by Marion C. Weber 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 by the name "Dan the Cat Lover" at the selected component of the New PACC, the **Cat Adoption Center**, (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 Marion C. Weber 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 Marion C. Weber 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 Recognition 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 Marion C. Weber 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 Marion C. Weber or her representatives and use the names, likenesses, and images of Marion C. Weber 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. 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, 10th Floor
 Tucson, AZ 85701

If to Donor: Marion C. Weber (aka Polly Smith)
 7572 N. Palm Circle
 Tucson, AZ 85704

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.

Donor

By: Marion Weber
Name: Marion Weber

Friends of PACC

By: Jennifer Camano
Name: Jennifer Camano
CFRE
Title: Executive Director

Pima County

By _____
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Paul J. Rivera
Deputy County Attorney


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Confidential

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 "Catlo" 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 8' x 6" sponsorship (6)	49	\$5,000 to \$9,999
Donor wall Acknowledgement	unlimited	\$1,000 to \$4,999

EXHIBIT B

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

<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.
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PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

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EXHIBIT C
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Your Love Saves Lives
Investing in PACC Programs for Today and Tomorrow

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