



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/06/2018

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

PetSmart Charities, Inc.

***Project Title/Description:**

Donor Recognition Agreement

***Purpose:**

PetSmart Charities has provided \$600,000 in grant funding to PACC over several years. In accordance with BOS Policy C 3.19, Naming of County Facilities and Programs, and the PACC Fundraising and Donor Recognition Plan approved by the County Administrator on April 19, 2017, the Community Meeting Room of the new PACC facility will be named after PetSmart Charities.

***Procurement Method:**

This is a non-procurement agreement and not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

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.

***Public Benefit:**

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.

***Metrics Available to Measure Performance:**

- Funding raised through the Naming Campaign
- Signs in place for the December Grand Opening of the new PACC facility.

***Retroactive:**

No.

NEW 01-18-18 PCC KCFB

To: COB - 11-1-18
Ver. - 1
Pgs - 8
Addendum

Contract / Award Information

Document Type: CTN Department Code: PAC Contract Number (i.e., 15-123): 19-59

Effective Date: 11/06/2018 Termination Date: 11/05/2038 Prior Contract Number (Synergen/CMS): N/A

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** N/A

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund?	<input type="radio"/> Yes <input type="radio"/> No	If Yes \$	%
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Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

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

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

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Sharon Grant

Department: PACC

Telephone: 724-7842

Department Director Signature/Date:

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

Donor Recognition Agreement

This Donor Recognition Agreement ("Agreement"), is entered into by PetSmart Charities, Inc., an Arizona nonprofit corporation and Internal Revenue Code Section 501(c)(3) tax-exempt public charity ("Donor"), Pima County, a political subdivision of the State of Arizona ("the County"), on behalf of Pima Animal Care Center, and Friends of Pima Animal Care Center, an Arizona nonprofit corporation ("Friends").

1. **Recognition.** In recognition of Donor's financial contributions towards Pima Animal Care Center, totaling \$600,000, which County and Friends acknowledge was made by Donor pursuant to one or more grant agreements and completed on or before January 15, 2018, the County will identify Donor by name ("Donor Recognition"), at the Community Meeting Room of the new facility for Animal Care at 4000 N. Silverbell Road, Tucson ("New PACC") as indicated on the Donor Recognition Opportunities Chart, attached as Exhibit A, for a period of twenty years. Such recognition is subject to Policy Number C3.19 of the Pima County Board of Supervisors as adopted on July 5, 2016, attached as Exhibit B, the conditions of which are incorporated into this agreement.
2. **Modification of Recognition.** County reserves the right to modify, relocate, replace, or remove the Donor Recognition if the Board of Supervisors determines that this is in the public's best interest, or if the New PACC is severely damaged. The Donor Recognition may cease if the New PACC is transferred or conveyed by County to another party, closed, deconstructed, destroyed or severely damaged, , relocated, or replaced. If the New PACC is conveyed to another party, the County will use reasonable efforts to have the other party maintain the Donor Recognition for the remainder of the twenty (20) years. The County will consult Donor in advance of any conveyance, modification, relocation or removal of the New PACC.
3. **Termination of Recognition by County.** In addition to any rights and remedies available at law, the County may terminate this Agreement and all rights and benefits of Donor hereunder, including terminating the Donor Recognition, if the Board of Supervisors determines in its reasonable and good faith opinion that circumstances have changed such that the Donor Recognition would adversely impact the reputation, image, mission or integrity of the County, Pima Animal Care Center, or the New PACC. Upon any such termination, the County will have no further obligation or liability to Donor.
4. **Termination of Recognition by Donor.** In addition to any rights and remedies available at law, the Donor may terminate this Agreement and all rights and benefits of County and Friends hereunder, including requiring the removal of the Donor Recognition and use of any Donor Likeness (as defined below), if the Donor determines in its reasonable and good faith opinion that circumstances have

changed such that the Donor Recognition would adversely impact the reputation, image, mission or integrity of the Donor. Upon any such termination, the Donor will have no further obligation or liability to County or Friends.

5. Donor acknowledges that the New PACC may still be in the construction phase on the effective date of the 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. Donor also acknowledges that nothing in this Agreement obligates the County to expend any funds for the New PACC, other than funds contributed by Donor or other donors for that purpose.
6. Publicity by County/Friends. For the period during which the Donor Recognition is in place, County and Friends may, without charge, photograph Donor's representatives and use their names, likenesses, and images ("Donor Likeness") in photographic, audiovisual, digital or any other form of medium, and use, reproduce, distribute, exhibit, and publish such materials in any manner, including in brochures, website postings, informational and marketing materials, and reports and publications describing County's and Friends' activities solely related to the New PACC and provided that no such Donor Likeness shall portray Donor in a negative, critical, or unprofessional manner. Except to use Donor's name to acknowledge support or as required by law or regulation, County and Friends will obtain Donor's approval to use Donor Likeness and any quotations attributed to them.
7. Publicity by Donor. For the period during which the Donor Recognition is in place, Donor may, without charge, photograph County's and Friends representatives and use their names, likenesses, and images ("County/Friends Likeness") in photographic, audiovisual, digital or any other form of medium, and use, reproduce, distribute, exhibit, and publish such materials in any manner, including in brochures, website postings, informational and marketing materials, and reports and publications describing Donor's support of the New PACC and provided that no such County/Friends Likeness shall portray County or Friends in a negative, critical, or unprofessional manner. Except to use County's or Friend's name to acknowledge support or as required by law or regulation, Donor will obtain County's and Friends' approval to use County/Friends Likeness and any quotations attributed to them.
8. Notices. Any notice given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party, addressed as set forth below, or to such other address as a party may from time to time designate by written notice to the other parties:

If to County: Pima County Administrator
130 W. Congress Street, 10th Floor, Tucson, AZ 85701

If to Donor: PetSmart Charities, Inc
19601 N. 27th Ave., Phoenix, AZ 85027

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

9. 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.
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.

[SIGNATURE PAGE FOLLOWS]

PetSmart Charities, Inc.

**Friends of Pima
Animal Care Center**

By: 

Name: *Deborah K Turner*
Title: *Chief Operating Officer*

By:  10/12/2018

Name: Jennifer Camano, CFRE
Title: Executive Director

Pima County

By:

Richard Elias, Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED



Director of Finance and Risk Management

APPROVED AS TO FORM:




Deputy County Attorney

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 Calci, 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

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

The County Administrator is authorized to develop programs for the granting of Naming Rights in order to recognize Donors who provide financial assistance—whether in the form of a one-time grant or a commitment to make continuing periodic contributions—with the construction or installation of a County Facility or Facility Element, or for the implementation or maintenance of a County Program. This may include multiyear Naming Rights for entire Facilities and Programs, as well as smaller-scale Naming Rights for Facility Elements. The programs must be consistent with the following general guidelines:

1. The scope of the Naming Right—in terms of the scale and prominence of the Facility, Facility Element or Program with respect to which the Naming Right is granted—and its duration, should correspond to the scale of the financial assistance provided by the Donor. No Naming Right may last for more than 20 years.
2. A Naming Right that applies to an entire Facility or Program, or that is for more than 5 years (unless terminable at will by the County), must be competitively marketed to multiple potential donors before being conveyed, and any such conveyance must be approved in advance by the Board of Supervisors.
3. The specific nature, scope, and duration of the Naming Right must be memorialized in a written agreement with the Donor, the form of which has been reviewed and approved by the Civil Division of the County Attorney's Office.
4. As part of each program, procedures must be implemented to administer and track Naming Rights that have been granted.
5. The proposed conveyance of Naming Rights involving any improvement funded in whole or in part with the proceeds of tax-exempt bonds, which bonds are still outstanding in whole or in part, must be reviewed and approved by the Director of the Finance and Risk Management Department, to ensure there is no impact on the tax-exempt status of the bonds.
6. To the extent possible, the agreement with the Donor should preserve the County's flexibility to make changes to Facilities, Facility Elements, and Programs in order to serve the public interest.
7. The name or other text chosen by the Donor must be (1) either (a) the true name of one or more persons or of an organization *other than* an organization whose principle function is to advocate for or against a person running for elected office or influence political or policy decisions, or (b) other text that is not obscene, misleading, defamatory, or disruptive; and (2) sufficiently brief so as to fit within the space available. The County has sole authority to determine and assure compliance with this item and to select the text's font size, style, and color.



PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

<u>Subject:</u> Naming of County Facilities and Programs	Policy Number	Page
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8. No Naming Right may include the conveyance of any proprietary or ownership interest in any County property or any special, preferential, or exclusive right to utilize any Facility or Facility Element (except for the purpose of the displaying the Donor's name).
9. No Naming Right may be granted in a manner that creates a conflict of interest or the appearance of a conflict of interest.

Implementation:

The County Administrator shall develop and distribute administrative procedures governing the conveyance of Naming Rights consistent with this Policy.

Adoption Date: July 5, 2016
Effective Date: July 5, 2016