



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 15, 2020

or Procurement Director Award ☐

* = Mandatory, information must be provided

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

Spay and Neuter Solutions

***Project Title/Description:**

Cat Spay and Neuter Program

***Purpose:**

Reduce the number of future feral cats in Pima County by spay/neuter operation of community feral cats.

***Procurement Method:**

Non-Procurement contract awarded by the Board of Supervisors Policy E36.1.

***Program Goals/Predicted Outcomes:**

To spay/neuter one thousand feral cats within Pima County.

***Public Benefit:**

By reducing the number of unwanted animals through spaying and neutering, the community's financial burden of dealing with strays can be eased.

***Metrics Available to Measure Performance:**

Quarterly reports are required to evaluate progress.

***Retroactive:**

No.

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Contract / Award Information

Document Type: CT Department Code: ED Contract Number (i.e., 15-123): 21*121
Commencement Date: 9-15-2020 Termination Date: 6-30-2021 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 15,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Pima County General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 15,000.00 % _____

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

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

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

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

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

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

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

*Funding Source(s) required: _____

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

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Commencement 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: Diane Frisch

Department: Attractions & Tourism

Telephone: 520.724.7355

Department Director Signature/Date: [Signature] 09/08/2020

Deputy County Administrator Signature/Date: [Signature] 9/8/2020

County Administrator Signature/Date: [Signature] 9/9/2020
(Required for Board Agenda/Addendum Items)



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, FLOOR 10, TUCSON, AZ 85701-1317
(520) 724-8661 FAX (520) 724-8171

C.H. HUCKELBERRY
County Administrator

June 26, 2020

Ms. Rosalva Bullock, Chair
Pima County Outside Agency Committee
7614 South Trumpet Vine Avenue
Tucson, Arizona 85747

Re: Request for Funding – Spay and Neuter Solutions

Dear Ms. Bullock,

As you are aware, as the County Administrator, I may refer proposals from agencies that request funding outside of the regular budget cycle. A proposal has come to my attention that I believe is worthy of your consideration. I am requesting a special telephonic meeting be held prior to your regularly scheduled October meeting that you might discuss additional funding for Spay and Neuter Solutions. As Chair, you can call a telephonic meeting to consider the merits of this request and make a funding recommendation to the Board of Supervisors.

The COVID-19 pandemic has presented unique challenges for animal welfare organizations. The Pima County Animal Care Center (PACC) shut down spay/neuter and Trap-Neuter-Release (TNR) operations due to COVID-19 concerns. Spay and Neuter Solutions is a non-profit 501c (3) organization which addresses the issue of unchecked reproduction companion animals and feral/community cats.

Spay and Neuter Solutions is the only nonprofit organization in Pima County dedicated solely to increasing spay/neuter in the Pima County community. During their 17 years of existence, they have provided financial support to over 25,000 animals of low income pet owners.

The request is for \$20,000 to fund spay and neuter surgeries to 450-500 community cats thus reducing the number of homeless pets for years to come. Keeping in line with the Tucson International Mariachi Conference request, I would suggest \$15,000 in funding.

Thank you for your consideration of this request. I greatly appreciate the efforts and hard work of the Outside Agency Committee, which have made a positive difference in the lives of Pima County residents.

Sincerely,

A handwritten signature in black ink, appearing to read "C.H. Huckelberry", is written over a horizontal line.

C.H. Huckelberry
County Administrator

c: Jan Leshner, Chief Deputy County Administrator
Diane Frisch, Director, Attractions & Tourism
Daniel Tylutki, Interim Director, Community Development and Neighborhood Conservation
Ana Basurto, Outside Agency Program Coordinator
Michelle Flanagan, Senior Secretary, Attractions & Tourism

Pima County Department of Attractions & Tourism

Project: Cat Spay and Neuter Program

Agency: Spay and Neuter Solutions
PO Box 762
Cortaro, Arizona 85652

Amount: \$15,000.00

Contract No: CT-ED-21*121

Funding: General Fund

ATTRACTIONS AND TOURISM OUTSIDE AGENCY CONTRACT

1.0 Parties and Background.

1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Spay and Neuter Solutions, a nonprofit corporation, ("Agency").

1.2. Background and Purpose.

- 1.2.1. Pursuant to A.R.S. §§11-251(17) and A.R.S. §§11-254.04, County may appropriate and spend public monies for and in connection with activities that County Board of Supervisors finds and determines will assist in the improvement or enhancement of the health and economic welfare of Pima County inhabitants.
- 1.2.2. The Pima County Board of Supervisors ("the BOS") established the Pima County Outside Agency Program ("OA") to involve community organizations in the provision of economic, health and other services critical to the health and welfare of residents of Pima County.
- 1.2.3. The BOS established the Outside Agency Committee ("the OA Committee") and appointed County residents to serve as members to recommend new or existing community programs for OA funding.
- 1.2.4. The OA Committee has also been tasked with recommending programs that contribute to the economic growth of Pima County for OA funding from the Pima County Department of Attractions and Tourism.
- 1.2.5. County published a notice of fund availability ("NOFA") seeking proposals for the provision of programs to strengthen economic development in Pima County and improve and celebrate tourism and quality of life for area residents.
- 1.2.6. Agency responded to the NOFA seeking OA funds for spay and neuter surgeries to be managed by Spay and Neuter Solutions ("the Program" or "Agency's Program").
- 1.2.7. The OA Committee conducted an extensive review of all responses to the NOFA.

- 1.2.8. The OA Committee has recommended funding be provided to Agency for the Program.

2.0 Term.

- 2.1 The term of this Contract commences on September 15, 2020 and will terminate on June 30, 2021. If the commencement date of the Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

3.0 Scope of Services. Agency will provide County with the services described in **Exhibit A (one page)**.

3.1 Agency's services will:

- 3.1.1 Reduce the number of future feral cats in Pima County.
- 3.1.2 Reduce need for employees in animal shelters.
- 3.1.3 Help benefit all other animal welfare organizations by reducing the number of unwanted animals ending up in shelters.

3.2 COVID-19 Restrictions.

- 3.2.1 All in person and group program services must be provided in compliance with Centers for Disease Control and Prevention ("CDC") State and County guidelines for operating during the Coronavirus COVID-19 pandemic.
- 3.2.2 If Agency's performance of the services, as set forth in this Agreement, must be modified or curtailed to comply with public health restrictions related to COVID-19, Agency must immediately report the situation to County. County and Agency will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

3.3 Reports.

- 3.3.1 Agency will submit Program Performance Quarterly Reports on the following dates of the Agreement for the preceding quarter:
 - 3.3.1.1. October 31;
 - 3.3.1.2. January 31;
 - 3.3.1.3. April 30; and
 - 3.3.1.4. July 31.
- 3.3.2 Agency will submit an Annual Report with the final Quarterly Report on July 31.

- 3.3.3 Unless written approval has been granted by the Director of Attractions and Tourism Department or designee, all required reports must be submitted on County's web-based reporting system at <https://www.zoomgrants.com>.

3.4 Monitoring.

- 3.4.1 County will monitor all of Agency's management, fiscal and service provision activities relating to performance of duties and obligations under this Agreement to ensure that Agency is:
 - 3.4.1.1. Making adequate and acceptable progress in the provision of services;
 - 3.3.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 3.3.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 3.4.2 Agency will cooperate with County in the monitoring and evaluation process.
- 3.4.3 Agency will provide County with access to all documentation required to evaluate Agency's performance and use of funds under this Agreement.
- 3.4.3 Agency will notify County of any changes to any of the following positions: chief executive officer, financial officer, program director or any other County liaison. In addition, Agency is responsible for updating e-mail information for the aforementioned personnel. Notification update shall be provided within two (2) weeks of change.

4.0 Compensation and Payment.

- 4.1 This is a cost reimbursement contract. In consideration for services specified in **Exhibit A**, County agrees to pay Agency an amount **not-to-exceed \$15,000.00** ("the maximum allocated amount") as set forth in the budget in **Exhibit A**.
- 4.2 Payments will be made from Pima County General Funds, Department of Attractions & Tourism budget only.
- 4.3 Requests for payment must be submitted to County no later than the 30th day of each month for the previous month. Except, requests must be submitted no later than July 15th for services provided in June.
- 4.4 Requests for payment must:
 - 4.4.1. Reference this contract number.
 - 4.4.2. Be submitted on the form attached in **Exhibit B (one page)**.
 - 4.4.3. Be approved and signed by an authorized representative of the Agency.

- 4.4.4. Be accompanied by documentation which must include, but is not limited to:
 - 4.4.4.1 A summary report of monthly expenditures by expense categories as shown in the applicable approved budget.
 - 4.4.4.2 Copies of invoices and checks to support all purchases of goods or services.
 - 4.4.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 4.4.4.4 Any other documentation or policies requested by County.
- 4.4.5 When funds are requested to pay the costs of personnel, Agency must provide:
 - 4.4.5.1 Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant; and
 - 4.4.5.2 Accounting system report(s) specifying rate of pay and costs of employer paid benefits.
- 4.5 Agency may not bill the County for costs that are paid by another source. Agency must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.6 If each request for payment includes adequate and accurate documentation, County will generally pay Agency within thirty (30) days from the date the request is received. Agency should budget cash needs accordingly.
- 4.7 County may, at its sole discretion:
 - 4.7.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for payment.
 - 4.7.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Agency.
 - 4.7.3 **Deny fully payment** for requests for reimbursement that are submitted to County after the dates set forth in paragraph 4.3. **County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.**
- 4.8 Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 4.9 **Requests for final payment** must be submitted to the County within **15 working days after the end of the contract term**. The request must meet the requirements set forth in

paragraph 4.4 and include a report summarizing Agency's performance during the term of the Agreement.

4.10 No payments will be made to Agency, until all of the following conditions are met:

4.10.1 Agency has completed and submitted a W-9 Taxpayer Identification Number form;

4.10.2 Agency has registered as a Pima County Vendor at the following web address <https://vendors.pima.gov/webapp/VSSPROD1/AltSelfService>;

4.10.3 This Agreement is fully executed; and

4.10.4 Adequate and accurate documentation is provided with each request for payment or invoice.

4.11 Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require a contract amendment. **Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**

4.12 For the period of record retention required under Section 22.0 – Book and Records, County reserves the right to question any payment made under this Section 4.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law. Agency must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.

4.13 Reduction in Allocation.

4.13.1 Notwithstanding any other provision of this Agreement, County, at its sole option, may reduce the maximum allocated amount upon the occurrence of any of the following:

4.13.1.1 Agency is underperforming, including failure to provide services every month of the contract year without prior written approval of County;

4.13.1.2 The amount of monies the State of Arizona distributes to Pima County's General Fund pursuant to A.R.S. § 42-5029 ("distributed revenues") is less than the amount anticipated in Pima County's then current fiscal year budget ("budgeted revenues"); or

4.13.1.3 The State of Arizona's financial obligations are transferred to and become an expenditure obligation of Pima County in an amount greater than the amount anticipated in Pima County's applicable annual budget.

4.13.2 County will notify Agency in writing of any reduction in allocated amount. The reduction in allocation and associated services will be effective on the date stated in the written notice and will not require a contract amendment.

5.0 Audit Requirements. Agency will:

- 5.1 Establish and maintain a separate and identifiable account of all funds provided by County pursuant to this Agreement.
- 5.2 Provide financial statement audits as required by law.
- 5.3 Upon written notice from County, provide a program-specific financial statement. Notice will specify the period to be covered by the statement and the deadline for completion and submission of the statement.
- 5.4 Ensure that any audit conducted pursuant to this Agreement is performed by an independent certified public accountant and submitted to County within six (6) months of completion of Agency's fiscal year, unless a different time is specified by County. The audit submitted must include Agency's responses, if any, to audit findings.
- 5.5 Pay all costs for any audit required or requested pursuant to this Section 5.0, unless the cost was specifically included in the Budget set forth in **Exhibit A**.
- 5.6 Timely submit the required or requested audit(s) to:
 - Attractions & Tourism
 - Attn: Michelle Flanagan
 - 115 North Church Avenue, Suite 221
 - Tucson, Arizona 85701
- 5.7 If Agency is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Agency will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

6.0 Insurance.

- 6.1 Agency will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Agency's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Agency for liabilities that may arise from or relate to this Contract. If necessary, Agency may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 6.2 Insurance Coverages and Limits: Agency will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
 - 6.2.1 Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent Agencies, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such

as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.2.2 Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.2.3 Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.3 Additional Coverage Requirements:

6.3.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Agency must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.3.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Agency.

6.3.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Agency.

6.3.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

6.3.5. The Required Insurance policies may not obligate County to pay any portion of Agency's deductible or Self Insurance Retention (SIR).

6.3.6. Subcontractors: Agency must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Agency must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Agency must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

- 6.4 Notice of Cancellation: Agency must notify County, within two (2) business days of Agency's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 6.5 Verification of Coverage:
- 6.5.1 Agency must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.5.2 County may at any time require Agency to provide a complete copy of any Required Insurance policy or endorsement. Note: Agencies for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.5.3 Agency must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Agency must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach Contract.
- 6.5.4 All insurance certificates must be sent directly to the appropriate County Department.
- 6.6 Approval and Modifications:
- 6.6.1. The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Agency, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
- 6.6.2 **The Pima County Risk Manager has waived all insurance requirements for this contract.**
7. **Indemnification.** To the fullest extent permitted by law, Agency will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Agency or any of Agency's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Agency to conform to any

federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Agency from and against any and all Claims. Agency is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. Compliance with Laws. Agency will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Agency warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Agency is an independent contractor. Neither Agency, nor any of Agency's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Agency is responsible for paying all federal, state and local taxes on the compensation received by Agency under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Agency's failure to pay such taxes.
10. **Subcontractors.** Agency is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Agency is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Agency may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Agency will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Agency will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Agency will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

- 14. Authority to Contract.** Agency warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Agency or any third party by reason of such determination or by reason of this Contract.
- 15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 16. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 17. Termination by County.**
- 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Agency, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Agency will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Agency to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Agency, other than to pay for services rendered prior to termination.
- 18. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Diane Frisch, Director
Pima County
Department of Attractions & Tourism
115 N. Church Avenue, Suite 221
Tucson, Arizona 85701

Agency:

Katie Powers, Chief Executive Officer
Spay and Neuter Solutions
PO Box 762
Cortaro, Arizona 85652

- 19. Non-Exclusive Contract.** Agency understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
- 20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each

is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. Severability. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. Books and Records. Agency will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Agency will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. Public Records.

23.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. Records Marked Confidential; Notice and Protective Order. If Agency reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Agency must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Agency of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Agency has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

24. Legal Arizona Workers Act Compliance.

24.1. Compliance with Immigration Laws. Agency hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Agency will further ensure that each subcontractor who performs any work for Agency under this Contract likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. County has the right at any time to inspect the books and records of Agency and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

24.3. Remedies for Breach of Warranty. Any breach of Agency's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Agency to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Agency will be required to take such

steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Agency.

- 24.4. Subcontractors. Agency will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Agency engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Agency certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
26. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
27. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

PIMA COUNTY

AGENCY

Chairman, Board of Supervisors

Authorized Officer Signature

Date

Katie Powers, Chief Executive Officer

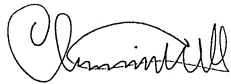
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Chris Straub, Deputy County Attorney

09/08/2020

Date

APPROVED AS TO CONTENT



Diane Frisch, Director, Attractions & Tourism

09/05/2020

Date

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

PIMA COUNTY

AGENCY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

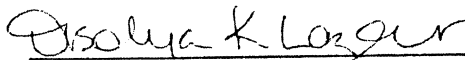
APPROVED AS TO FORM



Chris Straub, Deputy County Attorney

09/08/2020

Date



Authorized Officer Signature
on behalf of Katie Powers
Katie Powers, Chief Executive Officer
9/8/2020

Date

APPROVED AS TO CONTENT



Diane Frisch, Director, Attractions & Tourism

09/08/2020

Date

SCOPE OF WORK

1. Program Activities. *Spay & Neuter Solutions*

Agency will trap at least 300 community feral cats that are living in known cat colonies in Pima County and will spay or neuter the captured cats prior to returning them to the community. Agency's efforts are designed to:

- 1.1. Reduce the number of future feral cats in Pima County.
- 1.2. Reduce need for employees in animal shelters.
- 1.3. Help benefit all other animal welfare organizations by reducing the number of unwanted animals ending up in shelters.

2. County Funds: Agency will use the funds provided by County for the following:

- 2.1. Spay and neuter surgeries for community feral cats, at a cost of \$65.00 per spay operation not to exceed \$70.00, and \$35.00 per neuter operation not to exceed \$40.00; and
- 2.2. Fifteen new traps for a multi-colony approach.

3. Target population: Agency will serve Cat Colony areas in Pima County.**4. Budget:** Agency will be paid as set forth below:

Expense	Amount Allocated
Salaries (including ERE)	\$-0-
Professional Outside Services	\$13,875.00
Travel	\$-0-
Rent/Utilities	\$-0-
Material/Supplies	\$-0-
Operating Expenses	\$-0-
Equipment	\$1,125.00
TOTAL	\$15,000.00

END OF EXHIBIT A

ATTRACTIONS & TOURISM OUTSIDE AGENCY
Expenditure Report and Invoice Cover Sheet

Agency Name: _____ Expenditures for Month of _____
 Agency Remit Address: _____ Invoice Number: _____
 _____ Contact Name: _____
 Program Name: _____ Phone Number: _____
 Contract Number: _____

Expense Category	County Allocation for Contract Year	Expenditures for Billing Month	Expenditures Year to Date	Remaining Balance for Allocation
Salaries (including ERE)				
Professional Outside Services				
Travel				
Rent/Utilities				
Material/Supplies				
Operating Expenses				
Equipment				
Other (specify)				
TOTAL				

Specify which staff positions, if any, are charged to this Contract. Charges must be directly related to program activities. List each position individually:

Position	Hourly Rate	ERE	Total

I hereby certify that, to the best of my knowledge, the information reported represents actual expenditures made in accordance with the Contract and are based on official accounting records and supporting documentation which will be maintained for purposes of audit, and that no major program or management changes occurred in the month covered by this Expenditure Report/Invoice Cover Sheet.

Signature

Prepared by

Title

Date Prepared

END OF EXHIBIT B