



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: October 6th, 2020

** = Mandatory, Information must be provided*

or Procurement Director Award ☐

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

Friends of Pima Animal Care Center

***Project Title/Description:**

Friends of PACC Veterinarian and Vet Technician Funding Agreement

***Purpose:**

To extend the funding for 1 vet and 2 vet technicians for an additional year

***Procurement Method:**

N/A

***Program Goals/Predicted Outcomes:**

To provide additional medical care and support to Pima County animals

***Public Benefit:**

Relieves county from finding financial resources to continue these positions; provides more care to Pima animals

***Metrics Available to Measure Performance:**

Numbers of animals treated; numbers of animals with serious illness or injury saved

***Retroactive:**

Yes, to beginning of 2021 fiscal year. If not approved, these positions will be in jeopardy.

GMI Approved 9/30/2020 RL

Revised 5/2020

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____

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

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

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

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

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

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

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

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: GTAW Department Code: PAC Grant Number (i.e., 15-123): 21*052
Commencement Date: July 1, 2020 Termination Date: June 30, 2021 Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 240,000

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

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

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

***Funding Source:** _____

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

Contact: Kristen Hassen-Auerbach

Department: Pima Animal Care Center

Telephone: 520-247-7991

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

**FUNDING AGREEMENT
FRIENDS OF PIMA ANIMAL CARE CENTER**

1. Parties, Background, and Purpose.

1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), on behalf of the Pima Animal Care Center ("PACC"), and Friends of Pima Animal Care Center, an Arizona non-profit corporation ("Friends"), collectively the Parties.

1.2 Background and Purpose. In March, 2018, the Parties entered into a Memorandum of Agreement ("Memorandum") whereby Friends agreed to support the funding of additional veterinary staff at PACC, for up to two years. Specifically, the Parties agreed that the funding would be used to support one additional veterinarian and two additional technicians to assist the veterinarian. The Memorandum was subsequently amended on April 26, 2019 to increase the amount of funding Friends agreed to provide to support the additional veterinarian care at PACC. The annual cost of the original Memorandum was \$203,000 (including salary and benefits); the amendment increased the aggregate to \$240,000. At all times, the veterinarian support would be PACC employees with PACC responsible for the administration of any employment related expenses (ERE). Because this additional veterinarian care remains central to PACC's ability to provide lifesaving care, the Parties want to extend this arrangement for a third year.

1.3. Authority. County is authorized to enter into this Agreement pursuant to A.R.S. § 11-251(62).

2. Term.

2.1. The original term of the Memorandum was for two years, commencing July 1, 2018, and ending June 30, 2020. This Agreement extends the funding commitment for one additional year, beginning on July 1, 2020 and ending on June 30, 2021.

3. Scope of Work. Friends and County agree upon the Scope of Work as described in **Exhibit A** (one page), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon agreement by the Parties.

4. Financing.

4.1. Payment. Friends agrees to reimburse the County for the employment costs of one (1) Veterinarian (Pima County Classification 7203—Veterinarian Unclassified) and two (2) Technicians to assist the Veterinarian (Pima County Classification 3411—Animal Care Technician). The annual maximum amount to be reimbursed for all three positions shall not exceed \$240,000.

4.2. **Invoices.** Within thirty days of the end of each quarter, County will submit a detailed invoice to Friends for the total of all costs related to the staff referenced above and paid by PACC during that quarter. The Parties understand that County issues paychecks every two weeks, and the payday falls on the Friday after the close of a pay period. Invoices will be billed to Friends based on pay period end dates. Within thirty (30) days of receipt of an invoice from County, Friends will remit the amount due to County.

Invoices will be addressed to:

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

5. **Reporting.** PACC will submit with each invoice reporting of all activities of staff indicated above during that quarter. Reports will include the following:

- Number of complete rounds to all kennels during each month of the quarter;
- Number of cases identified for further medical attention in each month of the quarter and the resolution thereof;
- Number of pets who died in kennel relative to previous one-year period;
- Number of foster appointments during each month of the quarter;
- Number of pets saved (Live outcomes) during each month of the quarter; and
- Summary by each month of the quarter of any other notable activities, challenges, or outcomes.

6. **Notice.** 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 as follows:

County: Kristen Hassen Pima Animal Care Center 4000 N. Silverbell Road Tucson, AZ 85745	Friends: Laura O'Brien Friends of Pima Animal Care Center PO Box 85370 Tucson, AZ 85754-5370
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7. **Laws and Regulations.**

8.1. **Compliance with Laws.** County will comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders in carrying out this Agreement.

8.2. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the Parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

8. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provision of which are incorporated into this Agreement by reference
9. **Non-Discrimination.** Friends will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement by reference, including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Friends 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.

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

PIMA COUNTY

FRIENDS OF PACC

Ramón Valadez, Chairman
Pima County Board of Supervisors

Laura O'Brien, Chair
Friends of PACC Board of Directors

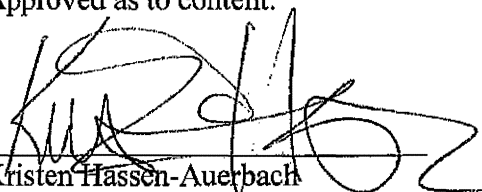
Date: _____

Date: _____

Attest:

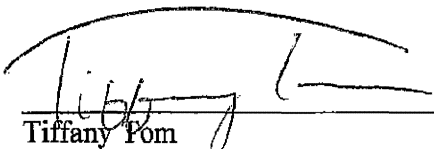
Pima County Clerk of the Board

Approved as to content:



Kristen Hassen-Auerbach
Director, Pima Animal Care Center

Approved as to form:



Tiffany Pom
Deputy County Attorney

EXHIBIT A
Scope of Work

Friends will continue to provide funding to support one (1) veterinarian and two (2) technicians to assist the veterinarian to provide medical care for animals brought to Pima Animal Care Center for treatment.

Any staff employed pursuant to this Agreement will be recruited and supervised by County and will remain for the length of their employment at PACC employees of County, with any employment related expenses (ERE) administered by the County.

The veterinarian support will:

- Provide routine and emergency medical support for sheltered pets;
- Provide routine medical support for pets that may come to PACC for treatment by means of community outreach events;
- Provide medical services for fostered animals;
- Conduct daily shelter rounds to check on animals' medical statuses; and
- Complete all tasks as assigned by the Animal Services Director and the Chief Veterinarian.