



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: June 22, 2021

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Friends of Pima Animal Care Center

***Project Title/Description:**

Funding Agreement Extension to continue vet care for one additional year

***Purpose:**

To extend the funding agreement to support one vet and two vet techs for one additional year.

***Procurement Method:**

N/A

***Program Goals/Predicted Outcomes:**

To provide medical care for the homeless pets of Pima County

***Public Benefit:**

Ensure health and well being of Pima pets and their owners.

***Metrics Available to Measure Performance:**

Continuing care

***Retroactive:**

No

AM Approved 6-1-21-2021

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: GTAM Department Code: PAC Grant Number (i.e., 15-123): 21*095
Commencement Date: July 1, 2021 Termination Date: June 30, 2022 Amendment Number: 2
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ \$240000

*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: Monica Dangler

Department: Pima Animal Care Center

Telephone: 520-724-5938

Department Director Signature/Date: CA 5/11/21

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 Pima Animal Care Center ("PACC") and Friends of Pima Animal Care Center ("Friends"), an Arizona non-profit corporation, collectively, the Parties.

1.2. Background and Purpose. In March, 2018, the Parties entered into a Memorandum of Agreement ("Memo") 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 Memo was subsequently amended, on April 26, 2019, to increase the funding Friends agreed to provide to support the additional veterinarian care at PACC. The annual cost of the original Memo was \$203,000 (including salary and employment-related expenses, together "the Employment Costs") for all three positions. The amendment increased the aggregate annual funding to \$240,000. At all times, the veterinarian support would be PACC employees with PACC responsible for the administration of any employment-related expense (ERE). Because this additional veterinarian care remains central to PACC's ability to provide lifesaving care, the Parties want to extend this arrangement for one additional 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 Memo was for two years, commencing July 1, 2018 and ending June 30, 2020. It was subsequently amended to add a third year, beginning July 1, 2020 and ending on June 30, 2021. This Amendment would extend the term one additional year, beginning July 1, 2021 and ending on June 30, 2022.

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 in **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 the County.

Invoices will be addressed to:

Chairman of the Board
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 served by personal delivery or by certified mail upon the other party as follows:

County: Monica Dangler Pima Animal Care Center 4000 N. Silverbell Rd Tucson, AZ 85745	Friends: Chairman of the Board Friends of Pima Animal Care Center P.O. Box 85370 Tucson, AZ 85754
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7. **Laws and Regulations.**

7.1. 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.

7.2. 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.

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

PIMA COUNTY

FRIENDS OF PACC

Sharon Bronson, Chair
Pima County Board of Supervisors

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

Date: _____

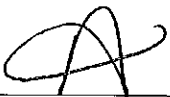
Date: _____

Attest:

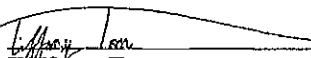
Pima County Clerk of the Board

Approved as to content:

Approved as to form:



Monica Dangler
Interim Director, Pima Animal Care



Tiffany Tom
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 the medical care for animals brought into Pima Animal Care Center (PACC) 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 the 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 animal medical status; and
- Complete all tasks as assigned by the Animal Services Director and Chief Veterinarian.