Board of Supervisors Memorandum

June 6, 2017

Master Cooperative Agreement with the Friends of Pima Animal Care Center to Further Advance Philanthropic Support for Pima Animal Care Center

Background

Pima County's primarily legally-mandated responsibilities regarding animal care and control are to regulate dogs running at large and assist in the control and prevention of rabies. Additionally, other jurisdictional partners contract with the County to enforce their animal welfare codes, including dog licensing, investigating pet cruelty and neglect, and sheltering lost and homeless pets.

While the scope of what we must legally do for pets is limited, a growing community consensus – articulated through a variety of stakeholder forums and through the November 2014 bond election – has revealed our residents' consistent expectation that we go far beyond these minimum mandates. County residents want their Pima Animal Care Center (PACC) to operate a humane care campus aligned with the most modern, progressive and lifesaving practices. They want PACC to house adoptable pets not only for the legally mandated 3 to 5 days, but for as many days as it takes for each pet to find a home. They want PACC, which never turns away a pet in need, to treat and save the lives of injured, ill and senior pets where appropriate.

These expectations have created a need for material support beyond that which can be provided by the tax resources of the County or our partner jurisdictions' contributions.

For that reason, in March 2014, we created a development officer position at PACC to help cultivate the additional resources needed to meet the community's lifesaving expectations for the organization. The development program makes it possible for supporters to contribute to the lifesaving work of PACC by providing the supplemental resources that are key to meeting the community's expectations.

In Fiscal Year 2013, donors invested $154,482 in PACC, and PACC saved just 62 percent of the nearly 23,000 pets it took in. In FY 2016, the second full fiscal year of the development program, donors made $1,085,127 in monetary gifts to PACC, a sevenfold increase in charitable giving. Due in large part to the philanthropic addition of vitally needed resources such as increased medical staff and supplies, a trap-neuter-return program for community cats, and a robust offsite adoption program, PACC's save rate reached an historic high of 88 percent. In addition, that year, PACC received an

unprecedented $1.4 million in planned gifts, made possible in part by the development program's aggressive rebranding of the organization as a premier lifesaving entity and donation destination. Additionally, more than $1.2 million of in-kind contributions have been invested in PACC since the development program began.

From the beginning, the development officer was tasked with helping create a nonprofit partner for PACC so that donors who wish to direct their support to a 501(c)(03) entity have a trusted option. In October 2014, the Friends of Pima Animal Care Center was founded as a project fund of the Community Foundation for Southern Arizona. Since then, the organization has become a standalone nonprofit and has collaboratively secured nearly $1 million in monetary support. The Friends invests these gifts in supplemental resources such as medications, medical equipment, enrichment supplies, adoption marketing, professional development, and special pet-care staff.

Over the last several months, Pima County leadership worked closely with the leadership of the Friends of PACC to develop the attached Master Cooperative Agreement (MCA). The MCA formalizes the partnership between Pima County and the Friends and solidifies both entities' shared goal of galvanizing philanthropic support so PACC can save every savable pet.

The MCA is being developed at a historic point in time when, after 60 years, a new modern PACC facility is being constructed with County bond funds. To ensure the public's capital investment in constructing the new PACC is leveraged to the highest degree, the County and Friends have a unique opportunity to bring community leaders together to develop private charitable gifts to support the ongoing, pioneering programs that distinguish PACC from most other public shelters around the country. A joint fundraising Annual Work Plan (Exhibit A) outlines the roles and responsibilities each partner will have in this effort, as well as a timeline for their implementation. This Annual Work Plan was developed in partnership with an experienced fundraising consultant, Sue Sirkus, CFRE. If approved, the MCA and Annual Work Plan will establish the framework needed to secure continued and additional financial support from foundations, individuals and corporations for years to come.

Recommendation

I recommend the Board of Supervisors approve the Master Cooperative Agreement and supporting Work Plan documents.

Respectfully submitted,

Jan Lesher
Chief Deputy County Administrator

JKL/mjk – May 23, 2017

Attachment

c: Tom Burke, Deputy County Administrator
Dr. Francisco García, Assistant County Administrator
Keith Dommer, Director, Finance and Risk Management
Regina Nassen, Deputy County Attorney
Paula Perrera, Deputy County Attorney
Karen Hollish, Director of Development and Marketing, Pima Animal Care Center

Master Cooperative Agreement Between Pima COUNTY and Friends of Pima Animal Care Center

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

RECITALS

WHEREAS, COUNTY wishes to provide additional and critical resources to its Pima Animal Care Center ("PACC") in order to continue its efforts to accept as many animals in need as possible and continue to provide the best animal care services feasibly possible for the foreseeable future;

WHEREAS, Friends' works jointly with PACC staff to raise awareness and funds to support and offset the needs for the animals of Pima County; and

WHEREAS, pursuant to A.R.S. §11-251 (62), COUNTY is authorized to enter into agreements with foundations or other charitable organizations for the purpose of soliciting donations, property or services, excluding enforcement or inspections services, for use by the COUNTY to perform non-mandated services and to fund capital improvements for animal care; and

WHEREAS, Friends has been organized as an Arizona nonprofit corporation whose mission is to support the work of PACC and enhance efforts to save the lives of pets in need and pursuant to Section 501(c)(3) of the Internal Revenue Code is exempt from tax; and

WHEREAS, pursuant to a Memorandum dated July 19, 2016, the COUNTY set forth guidelines for the use of philanthropic dollars to PACC and contemplated a cooperative effort with Friends to increase donations and philanthropic support of PACC; and

WHEREAS, COUNTY desires to, collaborate and coordinate with Friends to increase and improve fundraising efforts to support PACC operations; and

NOW THEREFORE, the Parties agree as follows:

ARTICLE I – STATEMENT OF WORK/SCOPE

A. **Friends agrees to:**

1. In cooperation with the COUNTY, establish mutual and shared roles and responsibilities and develop an Annual Work Plan and Budget, attached as **Exhibit A**, to raise funds to support PACC in four main areas, Medical, Spay and Neuter, Adoption and Unrestricted. The Annual Work Plan shall be developed and updated as often as is appropriate but not less than each fiscal year and approved by the Parties by March 31st of the preceding fiscal year to reflect specific, short, intermediate, and long-term fundraising goals and objectives to support PACC.

2. If applicable, develop, with COUNTY's assistance, campaign fundraising efforts to support capital improvements or other special needs of PACC. The terms of the campaigns, if pursued by the Parties, shall be set forth each year in the annual Work Plan and Budget.

3. Establish and maintain fundraising policies and procedures including:
   a. Gift acceptance policies
   b. Maintenance of donor records and record retention
   c. Confidentiality
   d. Donor recognition
   e. Gift acknowledgment, grant administration and reporting
   f. Gift entry and recording, pledge management
   g. Gifts-in-kind and other non-cash gifts
   h. Acceptable use of donor data

4. Publicly recognize PACC in all of its operations, including its materials, publications, social media and websites as the exclusive beneficiary of its fundraising and will publicize PACC's positive value to the community in its website, social media, media outreach and other publications.

5. Provide an on-site Friends' designated individual responsible for facilitating fundraising, marketing, and community outreach with PACC and COUNTY.

6. Friends will provide COUNTY monthly financial statements delineating total donations received by Friends and the allocation and expenditure of those donations. Within 90 days of the fiscal year end, Friends will provide COUNTY with its 990 and its audited annual financial report upon completion.

7. Issue tax receipts and acknowledgement letters to Friends' donors within thirty days of receipt of the donation.

8. Maintain two permanent seats on its board each to be appointed by the COUNTY Administrator: 1. an ex-officio member of PACC administration and; 2. a non-County-employed individual.

B. **County agrees to:**

1. Cooperate with Friends in development, coordination and expansion of fundraising efforts, including creation and implementation of annual work plans, specific comprehensive and capital campaigns, facilitating donor relationships and donor referrals.

2. Provide suitable office space, phone and internet access, located within PACC for up to two Friends' employees assigned to facilitate communications and activities between the Parties. COUNTY reserves the right to relocate the designated space as it determines reasonably necessary.

3. During the term of this Agreement, County will allow Friends to utilize PACC mascots, Fred and Wynona, in the Friends of PACC logo for promotion, marketing, donor materials, and general use provided that County has reviewed and approved any new uses in advance. With the exception of COUNTY use, Friends' license to utilize PACC mascots is exclusive.

4. COUNTY will identify Friends as the primary fundraising partner and publicly recognize Friends in PACC publications and websites as the official PACC support organization.

5. To the extent permitted by law, participate with Friends in its development and fundraising efforts.

6. Assign an appropriate COUNTY employee to coordinate with Friends, respond to questions about the budget and goals of the PACC, and act as an on-site liaison among the parties.

7. Maintain a permanent seat on the Pima COUNTY Animal Care Center Advisory Council for a Friends' board member who will be appointed by Friends board.

C. **The Parties agree to:**

1. Cooperate in the development and implementation of the Annual Work Plan and if applicable, fundraising campaigns.

2. Establish and maintain a Donor Bill of Rights that incorporates and ensures that donors are:

a. Informed of Friends' mission, the intended use of the donation, and Friends' ability to effectively utilize donations for their intended purposes.
b. Informed of the identity of those serving on Friends' board, and the expectation that the board will exercise prudent judgment in the exercise of its stewardship responsibilities.
c. Provided with information concerning access to Friends' most recent financial statements.
d. Assured that their gifts will be used for the purposes for which they are given.
e. Given appropriate acknowledgement and recognition.
f. Assured that information about their donation is handled with respect and confidentiality to the extent provided by law.
g. Assured that all relationships will be professional in nature.
h. Informed whether those seeking donations are volunteers, employees of the Friends or hired solicitors.
i. Informed about their ability to have their names deleted from mailing lists that Friends may intend to share.
j. Informed of their ability to ask questions when making a donation and receive prompt, truthful and forthright answers.

3. Cooperate to make representatives from their respective organizations available for speaking engagements or to attend events as requested.

4. Undertake and participate in regular meetings and briefings related to Friends activities and fundraising efforts.

5. Except as noted above, not to use the logos, trademarks, or other intellectual property of the other without prior written permission.

6. Not record any images or audio of any individual in furtherance of this Agreement without first obtaining the consent of the individual whose likeness or voice is being recorded.

7. Share donor data as set forth in Article III below.

ARTICLE II – TERM OF AGREEMENT/RENEWALS/AMENDMENTS

A. This Agreement will become effective upon signature of both parties. The parties may renew this Agreement for up to four (4) additional one-year periods or any portion thereof, unless terminated earlier in accordance with Article VI.

B. Amendments to the Agreement must be approved by the Board of Supervisors or Procurement Director in accordance with Pima County Code.

C. It is anticipated that most fundraising activities will be consolidated with and assumed by Friends by the expiration of this Agreement. Six months prior to the expiration of each term or renewal of this Agreement, the Parties will negotiate a new Agreement.

D. 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.

E. Notwithstanding any other provision, this Agreement may be terminated 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 Agreement. In the event of such termination, COUNTY will have no further obligation to Friends.

ARTICLE III – DATA TRANSFER, OWNERSHIP, USE, SECURITY, TRACKING AND BREACH.

A. Upon Friends' acquisition of an individual responsible for data management, COUNTY shall via a secure file transfer, provide Friends with existing donor data from those donors who consent to such disclosure. COUNTY will thereafter provide Friends with new donor information from those donors who consent to such disclosure on a monthly basis.

B. All data transferred by COUNTY to Friends remains the property of COUNTY and shall not be used, sold, accessed or shared for any purpose other than the performance of this Agreement and must be held in a manner that maintains the security and privacy of the data from any unauthorized, access, use, or disclosure as if held by COUNTY.

C. Friends must ensure that any agent including a subcontractor, to whom Friends provides COUNTY data agrees in writing to the same restrictions and conditions on use and disclosure as contained in this Agreement. Friends must make available all records, books, agreements, policies and procedures relating to the use or disclosure of COUNTY data to COUNTY for the purpose of determining compliance with the terms of this Agreement. COUNTY will only provide data from donors who consent to sharing their information and such consent may be revoked by the donor at any time. Should a donor revoke their consent, Friends shall immediately remove donor information from its databases and return said data to County without keeping any copies thereof or destroy that data to the satisfaction of County and otherwise comply with all applicable laws.

D. Friends must provide a written notice to COUNTY within 10 business days of any use, access, or disclosure of COUNTY data not permitted or required by this Agreement or by law. Friends agrees to mitigate to COUNTY'S satisfaction, to the extent practicable, any harmful effect that is known to Friends of a use or disclosure of COUNTY data in violation of this Agreement. Nothing in this paragraph nullifies or modifies Friends' obligation to indemnify COUNTY pursuant to Article V.

ARTICLE IV – KEY REPRESENTATIVES AND NOTICES

A. Key representatives are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the COUNTY**:

   Dr. Francisco Garcia
   Assistant County Administrator for Health Services
   3950 S. Country Club Rd., Suite 100
   Tucson, Arizona 85714

2. **For Friends**:

   Tamara Barrick
   4525 N. Hansa Dr.
   Tucson, Arizona 85705
   (520) 664-5239

B. **Changes in Key Representatives** - Neither the COUNTY nor Friends may make a change in a key representative without five (5) business days advance written notice to the other Party.

C. Any notice required or permitted to be given under this Agreement will be in writing and will be served by personal delivery or by certified mail upon the other Party.

ARTICLE V - LIABILITY

The Parties agree:

1. To the extent permitted by law, respectively indemnify, save and hold harmless, and defend the other Party against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of its directors, officers, employees, or (members, participants, agents, representatives, volunteers) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.

Friends agrees to:

1. Purchase Insurance. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect Friends from liabilities that might arise out of the performance of the work under this Agreement by the Friends, its agents, representatives, employees or subcontractors, and Friends is free to purchase additional insurance.

2. **Minimum Scope and Limits of Insurance:** Friends must have coverage with limits of liability not less than those stated below.

2.1 **Commercial General Liability – Occurrence Form**

Policy must include bodily injury, property damage, personal injury and broad form contractual liability.

Each Occurrence and General Aggregate	$1,000,000.00
Products – Completed Operations Aggregate	$1,000,000.00
Personal and Advertising Injury	$1,000,000.00
Blanket Contractual Liability – Written and Oral	$1,000,000.00
Medical Payments - Includes Volunteers	$ 20,000.00

Must be endorsed to include the following additional insured language: "Pima County and PACC are named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Primary Insured".

Policy must contain a waiver of subrogation against Pima County and PACC and their officials, and employees for losses arising from work performed by or on behalf of the Friends.

2.2 **Commercial Crime Policy or Blanket Fidelity Bond:**

2.2.1 Coverage amount is $1,000,000

Coverage should include but is not limited to:

a. Employee Dishonesty (to include coverage for theft and mysterious disappearance)
b. Money & Securities Inside/Outside
c. Computer Fraud
d. Funds Transferred (if applicable)
e. Forgery or Alteration
f. The policy shall be endorsed to include Pima County and PACC as Loss Payee
g. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim

2.2.2 **Property.** Friends shall insure or self-insure any property that is located on County property or in a County facility as the County's

Property Insurance covers only County owned property and not the property of others.

2.2.3 **Automobile Liability.**

2.2.3.1 Coverage for 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 to include coverage for Friends employees or volunteers when their own automobiles are used in the course of conducting Friends business. County vehicles are excluded from this requirement.

2.2.3.2 Policy must be endorsed to include the following additional insured language: "Pima County and PACC are named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Primary Insured".

2.3 **Additional Insurance Requirements:** The policies must contain, or be endorsed to contain, the following provisions:

2.3.1 Pima County and PACC, wherever additional insured status is required, will be covered to the full limits of liability purchased by Friends, even if those limits of liability are in excess of those required by this Agreement.

2.3.2 Friends' insurance coverage will be primary insurance and non-contributory with respect to all other available sources.

2.3.3 Coverage provided by the Friends will not be limited to the liability assumed under the indemnification provisions of this Agreement.

2.3.4 All Certificates of Insurance are to be received and approved by Pima County before work commences.

2.4 **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly by certified mail, return receipt requested to the person designated by the County.

2.5 **Subcontractors**

2.5.1 Subcontractor shall procure separate insurance and the related requirements as outlined in this **Article V – Liability** to include Workers' Compensation insurance as outlined below.

2.5.2 Friends shall be responsible for verifying Subcontractor complies with the Required Insurance provisions herein, and shall require that Subcontractor name Pima County, PACC and Friends as additional insureds on the General Liability policy.

2.5.3 Workers' Compensation and Employers' Liability.

2.5.3.1 Contractor's Workers' Policy to include:

- Workers' Compensation Statutory;
- Employers' Liability 1,000,000 Each Accident and $1,000,000 for Disease (Each Employee)

2.5.3.2 Policy must contain a waiver of subrogation endorsement in favor of Friends, Pima County and PACC, their departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Friends.

2.5.4 **Approval and Modifications:** Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Agreement amendment but may be made by administrative action.

ARTICLE VI – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this Agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. Due to the nature of Friends mission to support PACC, ample time is needed for Friends to contemplate the effect of termination, potentially adjust its mission and if necessary, amend its incorporating documents.

ARTICLE VII – GENERAL AND SPECIAL PROVISIONS

1. **Assignment.** Neither party may assign or otherwise transfer its interest under this Agreement.

2. **Applicable Law.** The construction, interpretation and enforcement of this Agreement is governed by the laws of the State of Arizona. Any action relating

to this Agreement must be brought in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Agreement apply, but do not require an amendment or revision.

3. **Non-Discrimination.** Friends agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Agreement as if set forth in full herein. 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.

4. **Americans with Disabilities Act.** Friends will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

5. **Legal Arizona Workers Act**
   a. Friends hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Friends' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "state and Federal Immigration Laws"). Friends shall further ensure that each subcontractor who performs any work for Friends under this Agreement likewise complies with the State and Federal Immigration Laws.
   b. COUNTY shall have the right at any time to inspect the books and records of Friends and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
   c. Any breach of Friends' or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Friends to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Friends shall 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.
   d. Friends shall advise each subcontractor of COUNTY'S rights and the subcontractor's obligations, under this Article 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 agreement 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 FRIENDS 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 will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

e. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Friends. In the event that remedial action under this Article results in delay to one or more tasks on the Work Plan, such period of delay shall be deemed excusable delay for which Friends shall be entitled to an extension of time.

6. **Israel Boycott Certification.** Friends hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Friends may result in action by COUNTY up to and including termination of this Agreement.

7. **Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations by and between representatives authorized to settle the relevant dispute. If the parties fail to settle the dispute through informal discussion or negotiation, either party may elect to submit the dispute to a sole mediator. The parties shall select the mediator by mutual agreement within fourteen (14) days of the election to proceed with mediation. The parties shall bear their own costs associated with the mediation, and shall share equally the costs of the mediator. If the parties do not resolve the dispute within thirty (30) days from the commencement of the mediation, and do not mutually agree to extend the thirty (30) day period, either party may elect to pursue other remedies available to them under the law. The parties, their representatives, other participants and the mediator shall hold the existence, content, and result of the mediation in confidence.

8. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. 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 Agreement.

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

10. **Entire Agreement.** This Agreement, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous Agreements and understandings, oral or written, are hereby superseded and merged herein.

ARTICLE VIII – ATTACHMENTS

The following documents are attached to and made a part of this Agreement:

A. Annual Work Plan and Budget

ARTICLE IX - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

PIMA COUNTY

_____ _____

Chair, Board of Supervisors Date

FRIENDS OF PACC

_____ 4/13/17

Date

APPROVED AS TO CONTENT

_____ 15 May 2017

Date

APPROVED AS TO FORM

Deputy County Attorney

5·5·17
Date

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Exhibit A

Attachment to the 2017 Master Cooperative Agreement between Pima County and Friends of Pima Animal Care Center

Annual Work Plan Narrative

Pima County (County) and Friends of Pima Animal Care Center (Friends) plan to strengthen their partnership through a Master Cooperative Agreement (MCA), designed to build community support for PACC and the ~18,000 pets it cares for each year. The MCA is being developed at a historic point in time, when after 60 years, a new modern PACC facility is being constructed with County bond funds.

Preparation and Implementation of Joint Fundraising Program *(Details pending approval)*

To ensure the public's capital investment in constructing the new PACC is leveraged to the highest degree, the County and Friends have a unique opportunity to bring community leaders together to develop private charitable gifts to support the ongoing, pioneering programs which distinguish PACC from most other public shelters around the country.

Joint Fundraising Program Design

A volunteer Leadership Team will be organized for adopting a detailed implementation plan, enlisting a network of community leaders and overseeing ongoing fund raising efforts. Their deliberations will be based, in part, upon data gathered through a planning study conducted by a professional philanthropy consultant.

The ultimate success of the Joint Program will be determined by the ability of the County and the Friends to translate the efforts of many dedicated volunteers into thoughtful and

proportionate gifts at significant levels and in sufficient quality. The most effective way to achieve this result is for the County leadership and the Friends Board to convey their mutual trust and unified purpose, along with a sense of urgency for this project, among their many friends and supporters.

Organizational capacity building and preparation for the Joint Fundraising Program will begin immediately. Phase 1 of initial major gift solicitations will begin in 2017. Phase 2 of public appeals is projected to begin in the second quarter of 2018.

Roles

In regards to this MCA, the **Friends** overall role as a 501 (C) 3 is to raise funds to support PACC's lifesaving programs, while operating in a sound, legal, ethical and transparent manner. Friends Board members are responsible for effective governance, planning, and monitoring the implementation of those plans by employing best practices. They are responsible for engaging leaders and donors in the Friends' mission, enhancing the organization's public standing in the community and helping to conduct the Joint Program. Friends will soon hire development and leadership staff, and the Board will oversee that individual's performance.

In regards to this MCA, the **County** Administrator and his designees' primary role is to provide community leadership in the successful operations of PACC, ensuring fiscally sound, legal, ethical and transparent practices. The County actively supports methods to attract private funds for PACC, including direct fundraising and the partnership with Friends. The County will be especially effective in helping to conduct the Joint Program, adding credibility to the process, and in attracting volunteer leaders to help implement it.

Responsibilities

More specifically, the Friends and the County have agreed to share these fundraising responsibilities:

1. Deepen their collaborative working relationship through regular communication, participation and shared accomplishments
2. Each individual leader will make a special gift to help launch the Joint Program, while sustaining one's pattern of giving
3. Understand the Joint Fundraising Program's objectives and strategies, and support fundraising activities

4. Help communicate with, cultivate and thank donors

5. Help identify volunteer leaders and prospective donors, provide introductions, and enlist their involvement

6. Attend special events and bring prospects and friends

7. Ask for contributions, when appropriate

8. Support and encourage the core fundraising team comprised of the County Administrator and his designees, PACC executive and program directors, Friends board members, Friends fundraising staff and consultants.

9. Ensure that there are adequate resources for fundraising

Annual Work Plans

The Annual Work Plans for the County and for the Friends are intended to build organizational capacity and to facilitate the orderly development and implementation of the Joint Fundraising Program.

Please refer to the attached Annual Work Plan Major Activities/Tasks check list.

Preparation and Implementation of the Joint Fundraising Program *(Details pending approval)*

Annual Work Plans Major Activities / Tasks	Level of Responsibilities		
Organizational Capacity Building & Preparation **Complete by July 1, 2017**	**County**	**Friends**	**Consultant**
Receive County Approval for Joint Fundraising Program	Leading Role	Supporting Role	~
Retain Consultant	Collaborative	Collaborative	~
Set up Office Space, Phone and Internet	Supporting Role	Leading Role	~
Enlist Additional Friends' Board Members	Supporting Role	Leading Role	Supporting Role
Re-confirm Goals & Budget	Leading Role	Supporting Role	Supporting Role
Set Up County Accounting Procedures for Gift Revenue, Pledges, Expenses & Transfers	Leading Role	~	Supporting Role
Set Up Friends Accounting Procedures for Gift Revenue, Pledges, Expenses & Transfers	~	Leading Role	Supporting Role
Update/Develop County Fundraising Policies & Procedures	Leading Role	~	Supporting Role
Update/Develop Friends Fundraising Policies & Procedures	~	Leading Role	Supporting Role
Build County Staff Team as Appropriate	Leading Role	~	Supporting Role
Build Friends Staff Team as Appropriate	~	Leading Role	Supporting Role
Assign County Fundraising Duties	Leading Role	~	Supporting Role
Assign Friends Fundraising Duties	~	Leading Role	Supporting Role
Identify & Enlist Volunteer Leadership Team	Collaborative	Collaborative	Collaborative
Develop Fundraising Implementation Strategies	Supporting Role	Supporting Role	Leading Role
Review & Adopt Implementation Strategies	Collaborative	Collaborative	Collaborative
Prepare Initial Communications Materials	Collaborative	Supporting Role	Collaborative
Sustain Support Identified in Planning Study	Collaborative	Supporting Role	Collaborative
Identify Volunteer Committee Chairs	Collaborative	Collaborative	Collaborative
Enlist Leadership Gifts and Identification Committees	Collaborative	Collaborative	Collaborative
Establish Committees, Research & Communications **July 2017**	**County**	**Friends**	**Consultant**
Enlist Committee Chairs for Fundraising Committees, Communications Initiative & Planned Giving Initiative	Collaborative	Collaborative	Collaborative
Identify Prospective Committee Members & Contributors	Collaborative	Collaborative	Collaborative
Make Assignments and Begin Activities	Supporting Role	Supporting Role	Leading Role
Enlist Volunteer Communications Professionals	Supporting Role	Supporting Role	Leading Role
Develop/Implement Communications Plan	Collaborative	Collaborative	Collaborative
Provide Orientation for Volunteers	Supporting Role	Supporting Role	Leading Role
Request County Leadership Gifts	Leading Role	~	Supporting Role
Request Friends Leadership Gifts	~	Leading Role	Supporting Role
Hold Committee Meetings to Report on Progress	Collaborative	Collaborative	Collaborative
Acknowledge All Contributions via County	Leading Role	~	Supporting Role
Acknowledge All Contributions via Friends	~	Leading Role	Supporting Role
Confirm All Contributor Recognitions	Leading Role	Supporting Role	Supporting Role

Launch 1st Volunteer Committee to Secure Major Gifts **Sept 2017**	**County**	**Friends**	**Consultant**
Enlist Committee Members	Leading Role	Supporting Role	Supporting Role
Hold Organization/Orientation/Assignment Meetings	Supporting Role	~	Leading Role
Proceed with Gift Requests	Leading Role	~	Supporting Role
Hold Committee Meetings to Report on Progress	Supporting Role	~	Leading Role
Acknowledge All Contributions via County	Leading Role	~	Supporting Role
Acknowledge All Contributions via Friends	~	Leading Role	Supporting Role
Confirm All Contributor Recognitions	Leading Role	Supporting Role	Supporting Role
Launch 2nd Volunteer Committee to Secure Major Gifts **Nov 2017**	**County**	**Friends**	**Consultant**
Enlist Committee Members	Leading Role	Supporting Role	Supporting Role
Hold Organization/Orientation/ Assignment Meetings	Supporting Role	Supporting Role	Leading Role
Proceed with Gift Requests	Leading Role	~	Supporting Role
Hold Committee Meetings to Report on Progress	Supporting Role	~	Leading Role
Acknowledge All Contributions via County	Leading Role	~	Supporting Role
Acknowledge All Contributions via Friends	~	Leading Role	Supporting Role
Confirm All Contributor Recognitions	Leading Role	Supporting Role	Supporting Role
Launch 3rd Volunteer Committee to Secure Community Gifts **May 2018**	**County**	**Friends**	**Consultant**
Enlist Committee Members	Supporting Role	Leading Role	Supporting Role
Hold Organization/Orientation/ Assignment Meetings	~	Supporting Role	Leading Role
Announce Fundraising Program to the Community	Supporting Role	Leading Role	Supporting Role
Proceed with and Complete Gift Requests	Supporting Role	Leading Role	Supporting Role
Hold Committee Meetings to Report on Progress	~	Supporting Role	Leading Role
Acknowledge All Contributions via County	Leading Role	~	Supporting Role
Acknowledge All Contributions via Friends	~	Leading Role	Supporting Role
Confirm All Contributor Recognitions	Leading Role	Supporting Role	Supporting Role
Joint Program Assessment and Donor Stewardship **Jan 2019**	**County**	**Friends**	**Consultant**
Follow up Pending Requests	Collaborative	Collaborative	Collaborative
Confirm All Contributor Recognitions	Leading Role	Supporting Role	Supporting Role
Send Thank You Letters to All Volunteers	Supporting Role	Supporting Role	Leading Role
Assess Fundraising Program	Collaborative	Collaborative	Collaborative
Prepare Summary Report	~	~	Leading Role
Sustain Donor Relations	Collaborative	Collaborative	~

"Supporting Role" means supporting the other partner who has the leading role. **"Collaborative"** means each partner has an equal amount of responsibility.