

COB - BOSAIR FORM

07/15/2026 6:25 PM (MST)

Submitted by Steve.Kozachik@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT PAC CT2600000068

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	08/11/2026
Supplier / Customer / Grantor / Subrecipient:	Arizona Department of Corrections, Rehabilitation and Reentry Tucson - Wilmot
Project Title / Description:	Intergovernmental Agreement between Pima County and Arizona Department of Corrections, Rehabilitation and Reentry Tucson - Wilmot for Community Cat Trap/Neuter/Return Program
Purpose:	County and ADCRR wish to enter into this IGA for the purpose of defining roles and responsibilities surrounding gaining control of cat colonies living within the confines of the ADCRR Tucson - Wilmot prison complex. Amount of revenue generated annually will vary depending on the number of cats altered. The fees charged to ADCRR are solely intended to cover the cost of the surgeries and program implementation and not to earn a profit.
Procurement Method:	IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.
Procurement Method Additional Info:	NA
Program Goals/Predicted Outcomes:	Control expansion of community cat population at the ADCRR Tucson - Wilmot prison complex
Public Benefit and Impact:	Reduction in the overall number of community cats in the region
Strategic Plan Pillar	N/A
Support of Prosperity Initiative:	N/A
Provide information that explains how this activity supports the selected Prosperity Initiatives	NA
Metrics Available to Measure Performance:	Total number of community cats trapped at the ADCRR Tucson - Wilmot prison complex, spayed/neutered and returned to the complex.

Retroactive:

NO

Contract / Award Information

Record Number: CT PAC CT2600000068

Document Type:	CT
Department Code:	PAC
Contract Number:	CT2600000068
Commencement Date:	08/11/2026
Termination Date:	08/10/2029
Customer Headquarters Location	ASPC - Tucson - Rincon 10000 S. Wilmot, Tucson, Az 85734

* Headquarters information is not a consideration for awards

Total Expense Amount:
\$0.00
Total Revenue Amount:
\$10,000.00

Funding Source Name(s) Required:	None
Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO

Department:	Pima Animal Care Center
Name:	Steve Kozachik
Telephone:	5207034396
Add Procurement Department Signatures	No

Add GMI Department Signatures

No

Department Director Signature: Steve Kozachik Date: 7/21/2026 | 3:19 PM MST

Deputy County Administrator Signature: Chad Kosmer Date: 7/27/2026 | 2:13 PM MST

County Administrator Signature:  Date: 7/27/2026 | 2:38 PM MST

ADCRR: 26-047-31

**Intergovernmental Agreement
between
Pima County and Arizona Department of Corrections, Rehabilitation and Reentry Tucson
- Wilmot
for
Community Cat Trap/Neuter/Return Program**

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Arizona Department of Corrections, Rehabilitation, & Reentry, ("ADCRR") pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. County and ADCRR may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- 1.2. County is responsible for animal control and welfare within the corporate limits of Pima County, Arizona, pursuant to Pima County Code Title 6 and Arizona Revised Statutes 11-1005(A)(1).
- 1.3. The Pima County Animal Care Center (PACC) is the department within County authorized to enforce animal welfare ordinances. The PACC Community Cat Program is authorized under Pima County Code 6.04.180 for trapping, sterilizing, vaccinating and returning healthy, free-roaming cats.
- 1.4. ADCRR is responsible for managing the state's prison system pursuant to ARS 41-1601.
- 1.5. ADCRR seeks assistance from PACC to provide resources and services necessary to control a feral cat colony that exists in various locations at the Arizona State Prison Complex - Tucson site located at 10000 S. Wilmot Rd, Tucson, Arizona, 85734.

2. Purpose. County and ADCRR wish to enter into this IGA for the purpose of defining roles and responsibilities surrounding gaining control of cat colonies living within the confines of the ADCRR Tucson – Wilmot prison complex

2.1. ADCRR Responsibilities.

- 2.1.1. ADCRR will provide staff who will be trained by PACC to set traps. ADCRR staff will set traps provided by PACC during a 2-4 day trapping time frame. ADCRR staff will monitor traps and release any animals caught that are not a part of the cat colonies being controlled. ADCRR staff will coordinate with PACC Community Cat staff for the delivery of traps, pick-up and return of all feral cats caught during trapping.

2.2. County Responsibilities.

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- 2.2.1. County will provide traps for use under this IGA and train ADCRR staff in the proper use of the same. County will deliver traps to ADCRR staff for use in this program and will retrieve those traps 24 hours after drop off. At the time traps are picked up by County the number and gender of cats trapped will be documented with one copy of the documentation to be provided to ADCRR staff and one retained by County. County will perform spay/neuter surgery, vaccinate (Rabies and FVRCP), microchip and ear tip all cats trapped under this program at the PACC main campus clinic and following recovery will return those cats to the ADCRR, Tucson-Wilmot campus. County will provide medical records to ADCRR for all cats included in this program.
3. **Payment.** ADCRR shall remit to PACC \$65.00 for each cat spayed and \$40.00 for each cat neutered under this IGA. PACC will provide an invoice within 30 days of surgery. Payment to PACC is due 30 days after receipt of the invoice. Payment shall be made to: Pima Animal Care Center, 4000 N. Silverbell Rd., Tucson, Arizona, 85745: Attention: Community Cat Program.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of 3 years unless it is, prior to the expiration of such period, extended or terminated by written agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - 7.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - 7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - 7.3. If required by law, workers' compensation coverage including employees' liability coverage.
 - 7.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

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- 7.5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section
8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
9. **Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
10. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Orders 2023-1 and 2023-9, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties 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.
11. **ADA.** The parties 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.
12. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Arizona State Legislature does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
14. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
15. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of

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either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

17. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

ADCRR

Steve Kozachik
Director, Pima Animal Care Center
4000 N. Silverbell Rd., Tucson, Az
85745

Jennifer Pulicicchio
Correctional Officer IV
ASPC – Tucson – Rincon
10000 S. Wilmot, Tucson, Az
85734

18. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
19. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
20. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise
21. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
22. **Effective Date.** The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

**Arizona Department of Corrections,
Rehabilitation and Reentry**

Chair
Board of Supervisors

Elena Adame

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_____ Date	7.10.2026 _____ Date
ATTEST	ATTEST
_____ Clerk of the Board	<i>Elena Adams</i> _____ Chief Procurement Officer

Approval

The foregoing Intergovernmental Agreement between Pima County and Arizona Department of Corrections, Rehabilitation and Reentry has been reviewed by the undersigned and is hereby approved as to content.



Steve Kozachik
Director, Pima Animal Care Center

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Arizona Department of Corrections, Rehabilitation and Reentry has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:



Deputy County Attorney Tanner Beckwith



MARK BRNOVICH
ATTORNEY GENERAL

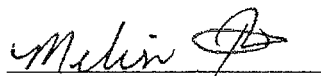
OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION
PUBLIC LAW SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. ACS-KR-2026-0007 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 30th day of April, 2026.

MARK BRNOVICH
ATTORNEY GENERAL


Assistant Attorney General

DOCUMENT NUMBER: _____