



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: October 20, 2015

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Arizona Board of Regents, University of AZ Veterinary Diagnostic Laboratories

**Project Title/Description:**  
Veterinary Pathology Services

**Purpose:**

Provide necropsy, examinations, surgical biopsy and other pathological services for post-mortem examination and laboratory analysis for diagnostic purposes to animals submitted by the county as required for the investigation of animal control cases that are not available at the Pima Animal Care Clinic.

**Procurement Method:**

N/A Intergovernmental Agreement

**Program Goals/Predicted Outcomes:**

Post-mortem examination and laboratory analysis services assist in diagnosis of infectious diseases and/or evidence of animal cruelty and neglect for enforcement and prosecution activities related to State and Local laws.

**Public Benefit:**

Identification and reduction animal cruelty and neglect, and animal infectious diseases and control cases such as rabies.

**Metrics Available to Measure Performance:**

1. Response time and accuracy of clinical laboratory and diagnostic testing of blood, tissue, and other biologic samples from animals.
2. Online reports allow Pima Animal Care Center veterinarians to assess status of tests and as necessary, submit biologic samples to independent laboratories for confirmation of results.

**Retroactive:**

Yes. Pima County received from Vendor on September 18th.

To: CAB 10-7-15 (2)  
Ver. - 1  
Pgs - 6

Procure Dept 09/30/15 11:08:11

**Original Information**

Document Type: CT Department Code: HD Contract Number (i.e.,15-123): 16-0082  
Effective Date: 08/01/15 Termination Date: 07/31/16 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
 Expense Amount: \$ 54,000.00  Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): Fund 2001 - Unit 0974 Shelter Services and/or Unit 0985 (Veterinary Services)

Cost to Pima County General Fund: 54,000.00

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards  
Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Ana Basurto

Department: Health

Telephone: 724-7838

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_  
(Required for Board Agenda/Addendum Items)

*[Handwritten signatures and dates]*  
29 Sep 15  
9-29-15  
9-29-15

<b>CONTRACT</b>
NO. <u>CF-AD-160000000000000000 82</u>
AMENDMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT  
 BETWEEN PIMA COUNTY AND  
 THE ARIZONA BOARD OF REGENTS,  
 ON BEHALF OF THE UNIVERSITY OF ARIZONA**

**Project Name:** Veterinary Pathology Services

**Entity:** Arizona Board of Regents  
 University of Arizona  
 Veterinary Diagnostic Laboratory  
 2831 North Freeway  
 Tucson, AZ 85705-5021

**Funding:** Health Department Animal Care General Funds

**Amount:** \$54,000.00

**AGREEMENT**

**This Intergovernmental Agreement, ("Agreement")** between Pima County, a political subdivision of the State of Arizona, for and on behalf of the Pima Animal Care Center ("**County**"), and the Arizona Board of Regents, University of Arizona on behalf of the University of Arizona Veterinary Diagnostic Laboratory ("**University**");

**WHEREAS**, in accordance with A.R.S. § 11-952 and 41-2632, the University and County are expressly authorized to enter into intergovernmental agreements;

**WHEREAS**, Pursuant to A.R.S. § 11-1013, the County operates the Pima Animal Care Center for the intake and sheltering of stray and surrendered animals; and

**WHEREAS**, County desires that the University provide veterinary pathology services for the investigation of animal control cases.

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is to obtain veterinary pathology services for the investigation of animal control cases.

**ARTICLE 2 - TERM/EXTENSION**

The term of this Agreement shall commence on August 1, 2015 and terminate on July 31, 2016, after execution by the parties. This Agreement, upon mutual consent of the parties may be extended for up to four (4) additional 12-month periods or any portion

thereof. Any modification or time extension of this Agreement shall be by formal written amendment and executed by the parties hereto.

### **ARTICLE 3 - FINANCING**

A. In consideration of the services specified in this Agreement, the County agrees to pay University as follows:

1. \$472.50 per Basic Necropsy. Basic necropsy fees includes gross evaluation, routine histopathology, basic microbiology, and disposal. Additional fees may be charged for more complex microbiological and toxicology testing including any testing referred to outside laboratories.
2. If additional, more complex microbiological and toxicology laboratory tests are required in addition to basic necropsy, the costs of additional testing will also be charged and billed to the COUNTY in addition to the \$472.50 basic necropsy fee.
3. Training shall be provided at no cost.
4. Fluorescent antibody (FA) test on canids and felids not to exceed \$119.00 (includes brain removal, testing, shipping and handling charges).
5. Other services at the request of the COUNTY; price to be determined.

**B. Total payment for services shall not exceed \$54,000.00.**

C. Request for payment for services under this Agreement must be submitted on invoices signed by University or an authorized representative of University, must be supported by documentation that University will provide to County upon request and must be verified by County representatives.

### **ARTICLE 4 – SCOPE OF WORK/SERVICES**

The University shall provide the following services as needed and requested by the COUNTY:

- A. Post-mortem diagnostic examination and laboratory analysis for animals submitted by the COUNTY as required for the investigation of animal control cases. Additionally, UNIVERSITY shall assist the COUNTY in the interpretation of test results when required.
- B. Training, on an as needed basis and not to exceed two training programs per year, including but not limited to training on proper sample collection and preservation techniques and preservation or field necropsy techniques. Training shall be restricted to not more than two days for each session and class size will not exceed 25 people per class unless mutually agreed upon by the parties.

### **ARTICLE 5 - TERMINATION**

Either party may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

## **ARTICLE 6 - NOTIFICATION**

All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pima County:  
Francisco Garcia, MD, MPH, Director  
Pima County Health Department  
3950 South Country Club Road  
Tucson, Arizona 85701

University:  
University of Arizona Veterinary  
Diagnostic Laboratory  
2831 North Freeway  
Tucson, Arizona 85705-5021  
(520) 621-2356

Kim Janes  
Chief of External Affairs  
Pima Animal Care Center  
3950 S. Country Club  
Tucson, Arizona 85715

## **ARTICLE 7 - INDEMNIFICATION**

Each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this agreement, but only to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of the indemnifying party.

## **ARTICLE 8 - COMPLIANCE WITH LAWS**

Both parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

## **ARTICLE 9 - NON-DISCRIMINATION**

Both Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, UNIVERSITY shall 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.

**ARTICLE 10 – ADA**

Both Parties shall 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.

**ARTICLE 11 – 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 shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**ARTICLE 12 – SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

**ARTICLE 13 - 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 herein by reference.

**ARTICLE 14 - NON-APPROPRIATION**

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, Pima County shall have no further obligation to University other than for payment for services rendered prior to cancellation.

**ARTICLE 15 - WORKER'S COMPENSATION**

Each party shall comply with the notice of A.R.S. §23-1022(E). For purposes of A.R.S. §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

**ARTICLE 16 - NO JOINT VENTURE**

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any University employees, or between University and any County employees. Neither party shall be liable for any debts, accounts, obligations nor 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.

### **ARTICLE 17 - NO THIRD PARTY BENEFICIARIES**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

### **ARTICLE 18 – INSURANCE**

The University of Arizona is self-insured under the State of Arizona Self Insurance Program. All minimum levels of insurance are met.

### **ARTICLE 19 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

COUNTY shall have the right at any time to inspect the books and records of UNIVERSITY and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of UNIVERSITY'S 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 Contract subjecting UNIVERSITY 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, UNIVERSITY 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion. UNIVERSITY 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 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 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."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of UNIVERSITY. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of UNIVERSITY'S approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which UNIVERSITY shall be entitled to an extension of time, but not costs.

**ARTICLE 20 - ENTIRE AGREEMENT**

This document 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. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

**IN WITNESS WHEREOF**, we have hereunto set our hands the day and year first written above.

**PIMA COUNTY**

**ARIZONA BOARD OF REGENTS,  
UNIVERSITY OF ARIZONA**

\_\_\_\_\_  
Chair, Board of Supervisors

  
University Officer  
Melissa Kramer  
Contract Officer

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

**REVIEWED BY**

  
\_\_\_\_\_  
Health Department Director or designee

**APPROVED AS TO FORM**

Pursuant to A.R.S. Sec. 11-952, the attorneys for the parties have determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of this State to the parties.

  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
University of Arizona Attorney