

COB - BOSAIR FORM

01/26/2026 11:10 AM (MST)



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: PO PAC PO2500019553

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 02/17/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Arizona Board of Regents and the University of Arizona and its Veterinary Diagnostics Laboratory

Project Title / Description: Veterinary Pathology Services

Purpose: Post-mortem diagnostic examination and laboratory analysis for animals submitted by Pima Animal Care Center as required for the investigation of animal control cases. Interpretation of test results and training as needed. Contract is 3 year term at \$80,000 annually.

Procurement Method: Misc. Contracts: This Contract is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: Non procurement contract

Program Goals/Predicted Outcomes: Timely receipt of laboratory test results on animals submitted by Pima Animal Care Center

Public Benefit and Impact: Discovery and prosecution of animal cruelty and abuse cases. Disease control when rabies or other zoonotic diseases are confirmed.

Budget Pillar • Improve the quality of life

Support of Prosperity Initiative: • 2. Improve Quality of Life and Opportunity in High Poverty Areas
• C-S-3. Prevent and Reduce Crime

TO: COB, 2/2/26 (1)
VERSION: 0
PAGES: 10

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Provide information that explains how this activity supports the selected Prosperity Initiatives

It is not uncommon to find unvaccinated animals in low income areas. Proper testing will confirm whether animals being impounded from those areas are carrying diseases that may be transmitted to humans. Testing may also confirm abuse and neglect conditions to aid in prosecution.

Metrics Available to Measure Performance:

Confirmed test results for diseases. Confirmed test results for cruelty, abuse or neglect.

Retroactive:

NO

Contract / Award Information

Record Number: PO PAC PO2500019553

Document Type: PO

Department Code: PAC

Contract Number: PO2500019553

Commencement Date: 08/01/2026

Termination Date: 07/31/2029

Total Expense Amount:

\$240,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Pima Animal Care Center general fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$240,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal 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

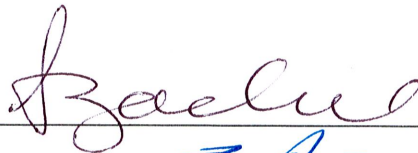
Add Procurement Department Signatures

No

Add GMI Department Signatures

No

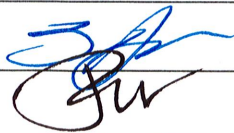
Department Director Signature:



Date:

1/26/2026

Deputy County Administrator Signature:



Date:

1-28-2026th

County Administrator Signature:



Date:

1/28/26

Pima County Department of Pima Animal Care Center

Project: Veterinary Pathology Services

Supplier: Arizona Board of Regents, University of Arizona

Veterinary Diagnostic Laboratory
2831 North Freeway
Tucson, AZ 85705-5021

Amount: \$240,000

Contract No.: PO2500019553

Funding: General Fund

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and The Arizona Board of Regents, University of Arizona and its Veterinary Diagnostic Laboratory ("Contractor").

1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.7 delegated authority.

2. Term.

2.1. Initial Term. The term of this Contract commences on August 1, 2026, and will terminate on July 31, 2029 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.** Contractor will provide County with the services described in **Exhibit A** (1 page), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. **Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel,

especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

University of Arizona Veterinary Diagnostic Laboratory (AZVDL) Administrative, Specimen Log-In and Preparation and Pathology section staff (primary), other AZVDL section staff as required.

5. Compensation and Payment.

5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in Exhibit B (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments. Notwithstanding the above, Contractor may notify the County annually in writing of any adjustments to those rates and the reasons for the adjustments. No later than ninety (90) days prior to the commencement of each subsequent year or Extension Option Period, the Contractor may submit a written request to the County for a rate adjustment ("Rate Update Request"). Such request must include updated fee schedules and a justification for the proposed increase.

5.1.1. The County, at its sole discretion, may accept or reject the Rate Update Request in writing within thirty (30) days of receipt. If the County rejects the proposed rates, the parties agree to negotiate in good faith for a period of fifteen (15) days to reach a mutually agreeable resolution.

If the parties fail to reach a written agreement on the Rate Update Request within the negotiation period, the Contractor shall continue to provide services for the upcoming contract year at the then-current rates (the rates in effect during the previous year). The Contractor may elect to Terminate for Convenience per Section 17.1.

Subsequent Requests: In the event of a rejection, the University remains eligible to submit a new Rate Update Request for the following contract year in accordance with the ninety (90) day notice requirement specified in Section 5.1

5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$80,000.00 [per year] (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance**. The parties acknowledge that Contractor participates in a program of self-insurance, administered by the State of Arizona, Department of Administration, Risk Management Division, which provides coverage against loss for its employees, officers and agents under the provisions of Arizona Revised Statutes § 41-621 et seq. The scope of this statutory self-insurance program includes liability coverage that covers volunteers, student interns, externs, residents, and fellows (as applicable). The enabling statute does not specify dollar limits of coverage, or an expiration date. The parties agree that the general and professional liability coverage provided by this self-insurance program is deemed sufficient for the purposes of this contract.
7. **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") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations**.
- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is fully responsible for the contractual performance and work product or deliverables of any subcontractor, and of persons directly or indirectly employed by any subcontractor,. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.
13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for 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 into this Contract by reference.
17. **Termination.**
 - 17.1. Without Cause. Either party may terminate this Contract at any time without cause by notifying the other party, in writing, at least 30 days before the effective date of the

termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

- 17.2. **With Cause.** Either party may terminate this Contract at any time without advance notice and without further obligation to the other when a party finds the other to be in default of any provision of this Contract.
- 17.3. **Non-Appropriation.** Notwithstanding any other provision in this Contract, either party may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County, Contractor or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|---|---|
| County: | Contractor: |
| Steve Kozachik
Director
Pima Animal Care Center
4000 N Silverbell Rd
Tucson, AZ 85745 | University of Arizona
Sponsored Projects Services
845 N. Park Ave., Rm 538
Tucson, AZ 85721-0158
sponsor@arizona.edu |
| | With a copy to:
University of Arizona
Veterinary Diagnostic Laboratory
2831 North Freeway
Tucson, AZ 85705-5021 |
19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. Public Records.

- 23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 23.2. **Records Marked Confidential; Notice and Protective Order.** If either party reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, the disclosing party must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to the receiving party for records marked CONFIDENTIAL, the receiving party will notify the disclosing party of the request as soon as reasonably possible. The receiving party will release the records 10 business days after the date of that notice, unless the disclosing party has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. The receiving party will not, under any circumstances, be responsible for securing such an order, nor will the receiving party be in any way financially responsible for any costs associated with securing such an order.

24. Legal Arizona Workers Act Compliance.

- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor 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, Contractor will 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

25. **Grant Compliance.** Not Applicable
26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
28. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors

Date _____

CONTRACTOR

Ronald G Sanchez

Ronald G Sanchez
Contracts Manager, O.R.C.A
01/21/2026

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT

[Signature]

Director, Pima Animal Care Center

1/21/2026

Date

APPROVED AS TO FORM

[Signature]

Deputy County Attorney

1/20/26

Date

Exhibit A (1 page)
Scope of Services

- A. Post-mortem diagnostic examination and laboratory analysis for animals submitted by the COUNTY as required for the investigation of animal control cases. Additionally, the 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.

Exhibit B (1 page)
Rates

A. In consideration of the services specified in this agreement, the COUNTY agrees to pay the UNIVERSITY as follows:

1. Basic necropsy fee of \$534.00 plus carcass disposal of \$16.00 for a total of \$550.00.
2. Rabies for State lab brain extraction for \$30.00, plus carcass disposal for \$16.00 and shipping for \$35.00 for a total of \$81.00.
3. CSU for rabies/brain disposal for \$76.50, brain extraction for \$30.00, carcass disposal for \$16.00 and shipping for \$35.00 for a total of \$157.50.
4. Training shall be provided at no cost.
5. Other services at the request of the COUNTY; price to be determined.

B. Total payment for services shall not exceed \$80,000.00.