



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: February 15, 2022

\* = Mandatory, information must be provided

or Procurement Director Award:

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

The University of Arizona

**\*Project Title/Description:**

**Transportation Engineering Project Services and Related Education and Employment Inter Governmental Agreement (IGA)**

**\*Purpose:**

To provide the assistance of the University of Arizona College of Engineering on an as-needed basis to help address County's transportation needs, through a specific project or opportunity to perform engineering services; allowing University Students the opportunity to gain engineering work experience as a part of a learning experience; and/or utilizing the University's research and engineering services to save or improve the allocation of County's resources.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

This IGA is the replacement of a previous five-year IGA with the University. In the past five years the University has assisted the Department of Transportation (DOT) in its improvement plan by providing advanced studies such as signal timing studies and dynamic traffic modeling, by developing applications to streamline DOT work process such as a signalized intersection network screening tool, and by providing engineering interns to assist with data entry and analysis. It is anticipated that projects, application development and intern assistance will be needed in the next five year period.

**\*Public Benefit:**

Projects under the previous IGA reduced travel delay or increased department workflow efficiency. It is anticipated that future projects will also either reduce travel delay or increase department workflow efficiency.

**\*Metrics Available to Measure Performance:**

Each project agreement under the IGA will have a specific scope of work, a fixed budget and a timeline.

**\*Retroactive:**

No

To CoB: 1/14/22  
Vers: 1  
Pgs: 14(1)

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CT Department Code: TR Contract Number (i.e., 15-123): 22-229
Commencement Date: Feb 15, 2022 Termination Date: Feb 14, 2027 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 1,000,000 \* Revenue Amount: \$

\*Funding Source(s) required: HURF

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

\*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

\*All Funding Source(s) required:

\*Match funding from General Fund? Yes No If Yes \$ %

\*Match funding from other sources? Yes No If Yes \$ %

\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Rich Franz-Under (Administrative Contact: Angela Alvarez 724-5927)

Department: Transportation

Telephone: 724-6892

Department Director Signature: Date: 1/12/2022

Deputy County Administrator Signature: Date: 1/13/2022

County Administrator Signature: Date: 1/13/2022

**Intergovernmental Agreement**  
**between**  
**Pima County**  
**and the**  
**Arizona Board of Regents, on behalf of the University of Arizona**  
**for**  
**Transportation Engineering Project Services and Related Education and Employment**

This Intergovernmental Agreement (“IGA”) is entered into by and between Pima County (“County”) and the Arizona Board of Regents, on behalf of the University of Arizona (“University”), pursuant to Arizona Revised Statutes A.R.S. § 11-952.

**Recitals**

- A. County and the University may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.
- B. The University has qualified faculty engineers, researchers, and other project personnel (“Qualified Personnel”) and engineering students (“Students”) who are familiar, are becoming familiar, or are in need of becoming familiar with transportation engineering, design, construction, materials, processes, maintenance, operations, and related research; and
- C. The University’s Qualified Personnel and Students may be available to County on an as-needed basis to help address County’s transportation needs, through a specific project or opportunity to perform engineering services; allowing University Students the opportunity to gain engineering work experience as a part of a learning experience; and/or utilizing the University’s research and engineering services to save or improve the allocation of County’s resources; and
- D. County acknowledges fulfilling the need for providing well educated and degreed engineers to County, region, and nation is through collaborating together in partnerships as contemplated in this IGA.

**NOW THEREFORE**, County and University, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**Agreement**

**1. Definitions.**

- a. Project means any transportation project involving design, construction, maintenance, operations or research.
- b. Project Services means the design, project management, materials testing, and research services related to the design, construction, maintenance, operations, research or administration of Projects.
- c. Director means, as to County, the Director of County’s Department of Transportation; as to University, the Director of Contracting and Subaward Services at the University’s Sponsored Projects & Contracting Services.

d. Project Service Agreement means a specific agreement between County and the University for the provision of Project Services for a particular Project, in substantially the form depicted in **Exhibit A**.

e. Other Services means an arrangement between County, the University, and/or Student for other types of services that are specific to a particular task, project, learning opportunity, or other exchange consistent with the purpose of this IGA.

f. Engineering Work means any form of work activity that involves the direct or indirect application of applied science and math to the study, design, construction, maintenance, and operations of roads and streets and related infrastructure.

2. **Purpose.** The purpose of this IGA is to set forth the responsibilities of the parties regarding the provision of Project Services, Other Services, or Engineering Work performed by the University for County on an as-needed, as-available basis. Additionally, this IGA sets forth an understanding between County and the University to collaborate to find opportunities on which to fulfill the purpose of this IGA as is mutually beneficial. For those services involving a Project Service Agreement, this may include reimbursement of incurred costs for the Project Services either directly or indirectly through another party. Other Services may or may not include provision for reimbursement. Project Services Other Services and Engineering Work may take the following forms:

#### **Project**

- The University provides faculty or administrators to perform research and/or engineering services to County.
- The University provides and supervises student interns for County services, either unpaid or paid directly by the University.
- The University provides services to a third party who are providing services either directly to County or for another agency or party County has an interest in or with (e.g., a local Consultant Engineering firm performing services to County on a County funded project).

#### **Internship, Work Shadow, and Employment**

- County will, if funding is available and the positions are needed, establish and maintain paid student internships available and competitively recruit them from the University.
- County, if the need arises, and if funding is available and the positions are needed, will appoint paid student interns to support the work of County. County, as possible, will provide unpaid work shadow opportunities to students if requested by the University to do so.
- County will, if funding is available and the positions are needed, establish and maintain full-time entry level engineering positions and competitively recruit them from the University upon graduation.
- The University will evaluate and provide qualified student interns to volunteer for County to do work or participate in a project.
- Internship, Work Shadow, and Employment arrangements may require a separate written agreement between the parties and the student.

Other opportunities may arise; this specific list is not meant to be a limiting list of what can be accomplished under this IGA.

### **3. Project Service Agreements.**

a. By this IGA, County delegates to its Director, or Director's designee, and the University delegates to its Director, or Director's designee, the authority to negotiate, execute, modify, and terminate any Project Service Agreement or Other Agreement in accordance with the terms and conditions of this IGA.

b. Either party's Director or Director's designee may request that the parties enter into a Project Service Agreement. Upon a request, the parties' Director or Director's designee will review the request and, if mutually desirable, meet to discuss it.

c. In the event the Director/or Director's designee disagree on any element of a proposed Project Service Agreement, the element in dispute may be submitted to County Administrator and the University's Senior Vice President for Research, Impact, and Innovation for resolution.

d. Any proposed Project Service Agreement shall be in writing, in substantially the form attached as **Exhibit A**, and shall include, at a minimum:

- i. The term of the Project Service Agreement.
- ii. A description of the Project Services that the University will provide to County under the Project Service Agreement.
- iii. The specific responsibilities of County and University with respect to the Project. If any Project is federally funded, it will include the federal flowdown terms and conditions applicable to University, and any required certifications or affidavits to be signed by University.
- iv. An identification if the Project Service Agreement will be compensated via Fixed Price or Cost reimbursable. If the Project Services Agreement will be compensated on a cost-reimbursable basis, the Project Services Agreement will include an estimated cost for the Project. The estimate is for budgetary scheduling and is not a contractual guarantee, a cost ceiling, or an "upset limit."
- v. If the Project Services Agreement will be compensated on a cost-reimbursable basis, the Project Services Agreement will include billing rates and the method for calculating payment, if applicable, to the other party. The billing rates may be reviewed periodically during the term of the Project Service Agreement, and parties, through their Director/Principal, may agree in writing to revise the rates to reflect actual costs.
- vi. A designated representative of County, if applicable, to receive invoices from the University and to approve the invoices for payment.
- vii. A schedule for paying invoices, if applicable, which shall provide that payment is due no later than 30 days after receipt of an invoice.

e. Each Project Service Agreement shall be signed by the Authorized Signatory of each party with the express authority or delegation to execute such documents on behalf of their respective party.

f. Any amendment to a Project Service Agreement must be in writing and signed by the Authorized Signatory of each party.

g. Either party may terminate a Project Service Agreement at any time by providing the other party with written notice of such termination. After a Project Service Agreement is terminated, County's obligation to the University shall be limited to payment for services rendered before termination, including any non-cancelable obligations incurred by University prior to County's termination.

4. **Execution of Projects Subject to Project Service Agreements.** After a Project Service Agreement is executed, the University shall perform the Project Services specified in the Project Service Agreement for County. Personnel from the University shall be paired up with their counterparts in County for coordination purposes. Coordination shall include regular meetings and interaction between corresponding personnel at all levels for each assignment.

5. **Responsibilities of the parties.**

**County shall be responsible for:**

- a. Decision making authority over the Project.
- b. Approving and processing all design documents, studies, contract documents, change orders, progress payments, and final acceptance of the Project Services completed.
- c. Upon review and approval of invoices, paying the University in accordance with a schedule set forth in the Project Service Agreement.
- d. Evaluating, at its discretion, the Project Services provided by the University and to verify that the Project Services are completed in accordance with the Project Service Agreement.
- e. Providing, whenever possible, opportunities for Students to gain engineering work experience through a variety of methods that are enabled by this IGA, and provide evaluation of each University Student's progress, in a format and at such times as directed by the University. Areas of evaluation may include, but are not limited to, professionalism, ability to give and receive feedback effectively, adherence to engineering standards, and competence.
- f. Providing all applicable written County policies, regulations and directives to University Students and Faculty, and instruct University of facility safety procedures and operations. County will provide University with at least the same safety training it provides to its regular employees working under similar conditions. County may relieve any University Student or Faculty from further participation if, in its sole discretion, it believes that such University Student or Faculty has violated County policies, regulations and/or directives. County shall notify the University Director immediately and follow up such action in writing.

**The University shall be responsible for:**

- a. Identifying and developing recommendations with respect to the Project Services and sharing those recommendations with County.
- b. Establishing fixed price or cost reimbursable budget estimates for Project Services.
- c. Providing sufficient Qualified Personnel to perform or supervise the Project Services with the necessary care, skill, and diligence.

d. Preparing invoices (in the form approved by County) for submission to County. The University shall approve, sign, and forward invoicing documents to County's designated representative for approval and payment.

e. Provide County with the University program objectives, and/or desired learning experiences in advance of the University Students' placement and provide County with appropriate instruction in supervision of and completing the evaluation forms for the University Students.

f. Schedule, through the University Director or Designee, to confer at regular intervals, but no less than annually, with County to discuss the learning experience, instruction, supervision, and evaluation of University Students.

**6. Change Orders/Amendments.**

a. Change Orders/Amendments to any Project Service Agreement shall be approved in writing by the and signed by the Authorized Signatory of each party prior to implementation unless the changes are deemed to be of an emergency nature, or due to unforeseen conditions or other circumstances, or could cause extra cost to County if not done immediately. In the event of such conditions, the University may execute the necessary changes with verbal approval of County's designated representative and provide a written notification of the changes to County within three (3) working days of the discovery, if a change order/amendment is deemed to be necessary.

b. All amendments to this IGA shall be in writing signed by the Authorized Signatory of each party prior to the implementation of the amended terms.

**7. Financing.**

a. County shall pay the cost of all Project Services rendered by the University under all Project Service Agreements.

b. County makes no commitment to fund any project unless such funds can be made available to do so either through the normal budget, grant or appropriation of bond funds. However, if a project is funded the County's reimbursement to the University shall not exceed a total of \$1,000,000 under all Project Service Agreements during the term of this IGA. The total amount of \$1,000,000 may be adjusted by mutual agreement between the County and the University during the five (5) year term of this IGA or for term extension(s) as indicated in Section 10.

c. Each party shall establish a job cost account to identify and track all costs of Project Services associated with each Project Service Agreement.

d. In the case of dispute on reimbursement of invoices/billings for Project Services rendered, the dispute shall be escalated to the Director of each party for resolution on request of either party's designated representative. In the event the Directors for either party disagree on any element of the invoices/billings or fail to take action within 10 days of the request, the element in dispute shall be submitted to the County Administrator and the University's Senior Vice President for Research for resolution on request of either Director. If the dispute is submitted to the County Administrator and the University's Senior Vice President for Research but they are unable to resolve the dispute or fail to take action within 10 days of a request, the parties may pursue any remedies provided by law.

**8. Other Uses for this IGA.** This IGA may also be used for other professional services that fall within the intended scope and purpose of this IGA as mutually agreed upon by both parties and by the express approval of both Directors.

**9. Ownership of Information and Publication.** Ownership of intellectual property developed during the course of this Agreement, if any, shall be established by application of U. S. Patent Law (Title 35 U. S. Code) and U.S. Copyright Law (Title 17 U.S. Code) and employment contracts of the developer(s), subject to any rights of the Federal Government, if federally funded. All materials produced by University in the performance of this IGA, including but not limited to reports, estimates, drawings, plans, computations, data, software, etc. may be used by County for any non-commercial purpose. University shall have the right to use its materials, without restriction or limitation, for non-commercial purposes including for the purposes of research, education, and publication or presentation in academic journals or symposia. Any such publication or presentation will be provided to County at least thirty (30) days in advance of such proposed publication or public presentation. County shall have thirty (30) days after receipt of said copies to object to such proposed public dissemination; in which event University shall refrain from making such publication or presentation for a maximum of ninety (90) days from the date of receipt of such objection in order for County to take appropriate measures to protect confidential information. Any publication or presentation will acknowledge the funding support of County and any other third-party funding source, with the disclaimer that such acknowledgment does not represent the opinions or views of County or of the third party.

**10. Term and Termination.**

*a. Term.* The initial term of this IGA shall begin on the date this IGA is executed by the last party to sign it and shall be effective for a period of five (5) years from the date of such recordation. Upon completion of the initial five (5) year term, this IGA may be renewed for an additional five (5) year term by written amendment approved and signed by the parties.

*b. Termination.* This IGA may be terminated under the following circumstances:

i. For Convenience. At any time either party to this IGA may terminate this IGA by providing to the other party written notice of such termination at least sixty (60) calendar days prior to the termination date. Such termination shall not relieve either party from those liabilities or costs incurred or obligated prior to the termination date.

ii. For Cause. A party may terminate this IGA for material breach of the IGA by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five (45) calendar days to cure the default. If the default is not cured within that time, the other party may terminate this IGA. Any such termination shall not relieve either party from liabilities or costs already incurred or obligated under this IGA.

iii. For Failure to Appropriate Sufficient Funds. Any Project Service Agreement or Other Agreement entered into pursuant to this IGA shall automatically terminate or be delayed if, for any reason, County or University fails to appropriate sufficient funds to fund the project or activity that is the subject of the Project Service Agreement or Other Agreement. The project can restart if funds become available and both parties agree to restarting the project.

iv. For Conflict of Interest. This IGA may be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

**11. Limitation of Liability.** County shall have full responsibility for all claims, costs, or damages arising out of County's project, however County reserves the right to proceed against the University in the event County determines that the University shares some liability for any claim, cost or damage arising from the project. Each party (as "Indemnitor") agrees to defend, indemnify, 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.

12. **Insurance.** Each party will be responsible to carry adequate insurance to cover their respective liability arising as a result of their performance under this IGA. When requested, a party shall provide the other party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
13. **Workers Compensation.** An employee of either party shall be deemed to be an employee of both public agencies while performing pursuant to this IGA for purposes of A.R.S. § 23-1022 and the Arizona Workers Compensation laws. The primary employer shall be solely liable for any workers compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers compensation.

14. **Inspection and Audit.** County may perform an inspection of any Project, or an audit of the University's Project books and records at any time in order to verify that monies spent on the Project were done so in accordance with this IGA. If a Project Agreement is funded by a third party, that third party is also entitled to perform such inspection or audit as necessary, including by the Comptroller General of the United States for any federally funded services.

**15. Construction of IGA.**

a. *Entire Agreement.* This instrument 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.

b. *Amendment.* This IGA shall not be modified, amended, altered or changed except by written agreement signed by the parties.

c. *Construction and interpretation.* All provisions of this IGA shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof.

d. *Captions and headings.* The headings used in this IGA are for convenience only and are not intended to affect the meaning of any provision of this IGA.

e. *Severability.* In the event that any provision of this IGA or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the IGA are severable. In the event that any provision of this IGA is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership or joint venture between the parties. No party shall 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.

17. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not party to this IGA. The basic purpose of this IGA is to help enable benefit to the citizens of County and the region.
18. **Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this IGA.
  - a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 2009-09 issued by the Governor of the State of Arizona, which amended Executive Order 75-5 and superseded Executive Order 99-4, are incorporated by this reference as a part of this IGA as if set forth in full herein.
  - b. *Americans with Disabilities Act.* This IGA is subject to 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.
  - c. *Legal Arizona Workers Act Compliance.* Each party warrants to the other that it will, at all times during the term of this IGA, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each party further agrees to ensure that each contractor who performs work associated with any Project subject to this IGA (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each party shall further require that each contractor who performs work on a Project subject to this IGA advises each subcontractor of the party's rights, and the subcontractor's obligations, with respect to this subsection, 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 [Entity or University] may inspect the Subcontractor's books and records to ensure 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 breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party's contractor on a Project subject to this IGA, or by a subcontractor of that party's contractor on a Project subject to this IGA shall be deemed to be a material breach of this IGA subjecting the breaching party to penalties up to and including suspension or termination of this IGA. A party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

Either party may, at any time, inspect the books and records of the other party in order to verify the other party's compliance with the State and Federal Immigration Laws.

19. **Waiver.** Waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
20. **Force Majeure.** A party shall not be in default under this IGA if it does not fulfill any of its obligations under this IGA because it is prevented or delayed in doing so by reason of uncontrollable forces. The term “uncontrollable forces” shall mean, for the purpose of this IGA, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic/pandemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.
21. **Notification.** All notices or demands upon any party to this IGA shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The University of Arizona:  
 Office of Research Contracts  
 P.O. Box 210158  
 888 N. Euclid Avenue, Room 515  
 Tucson, AZ 85721-0158  
 sponsor@arizona.edu

County:  
 Ana Olivares, Director  
 County Dept. of Transportation  
 201 N Stone Ave, Fourth Floor  
 Tucson, AZ 85712  
 ana.olivares@pima.gov

Either party may, by written notice to the other (email acceptable), designate a different person or address for the receipt of notices under this IGA.

Any written notice under this IGA shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

22. **Remedies.** Either party may pursue any remedies provided by law for the breach of this IGA. 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 in equity or by virtue of this IGA.
23. **Applicable Law and Venue.** This IGA will be interpreted pursuant to the laws of the State of Arizona. Any arbitration or litigation between the parties will be conducted in Pima County, Arizona, and each Party hereby submits to venue and jurisdiction in Pima County, Arizona. The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

IN WITNESS WHEREOF, Pima County has caused this IGA to be executed by the Chair of the Pima County Board of Supervisors and attested to by the Clerk of the Board, and the Arizona Board of Regents, on behalf of The University of Arizona has caused this IGA to be executed by the University's Sponsored Projects & Contracting Services.

**PIMA COUNTY:**

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

The foregoing IGA between Pima County and The Arizona Board of Regents, on behalf of the University of Arizona has been approved as to content and is hereby recommended by the undersigned.

*Ana M. Olivares*

\_\_\_\_\_  
Ana Olivares, P.E., Director  
Pima County Dept. of Transportation

01/10/22

\_\_\_\_\_  
Date

**ATTORNEY CERTIFICATION**

The foregoing IGA by and between Pima County and the Arizona Board of Regents, on behalf of the University of Arizona has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who 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 Pima County.

*Stacey Roseberry*

\_\_\_\_\_  
Stacey Roseberry, Deputy County Attorney

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name:  
Title:  
Office of Research Contracts

\_\_\_\_\_  
Date

**ATTORNEY CERTIFICATION**

The foregoing IGA by and between the Pima County and the University of Arizona has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who 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 Arizona Board of Regents, on behalf of the University of Arizona.

\_\_\_\_\_  
Name:  
Title: Associate General Counsel

\_\_\_\_\_  
Date

**Exhibit A**

**Sample Project Agreement**

*Actual format and content can vary as necessary*

**Project Services Agreement  
between [Name of Entity] and the Arizona Board of Regents, University of Arizona  
for the  
[Name of Project] Project**

This Project Services Agreement (“Agreement”) is entered into by and between [Entity Name] (“[entity abbreviated name]”) and the Arizona Board of Regents, University of Arizona (University), pursuant to A.R.S. § 11-952 and the applicable Intergovernmental Agreement (IGA) between [Entity Name] and The Arizona Board of Regents, University of Arizona for Transportation Engineering Project Services and Related Education and Employment, dated [Insert date of last signatory on the referenced IGA].

**Recitals**

- A. County desires the University to provide the services as set forth in this Agreement for the [Name of the Project] (“Project”), under the terms and conditions stated herein and as provided in the IGA.
- B. The University agrees to provide to County, with the services as set forth in this Agreement for the Project, and under the terms and conditions stated herein and as provided in the IGA.
- C. The parties have agreed to a maximum [not-to-exceed cost or fixed price] for Project services to be provided by the University under this Agreement in the amount of \$[insert maximum cost or price]. [Remove if not applicable]

**Agreement**

- 1. IGA. This Agreement incorporates all definitions, terms, and conditions of the IGA.
- 2. Effective Date; Term. This Agreement is effective immediately upon the date of signature by the last party to execute it. This Agreement will terminate on [Date]. The parties may extend the termination date for the purposes of Project completion by written amendment signed by both parties.
- 3. Project Services. The University shall provide to County the following Project Services for the Project:  
[List services and scope of project as applicable, or may be attached as a separate exhibit]
- 4. Responsibilities of the Parties.
  - a. County. In addition to the responsibilities set forth in the IGA, County shall have the following responsibilities:  
[List additional responsibilities or anything else that is applicable]
  - b. University. In addition to the responsibilities set forth in the IGA, the University shall have the following responsibilities:

[List additional responsibilities or anything else that is applicable – include any federal or third party flowdown terms and conditions applicable to University.]

5. Billing and Payment. The University shall invoice County on a monthly basis at the amounts agreed to be reasonable and applicable and defined within this agreement. County’s Designated Representative shall review each invoice to approve the invoices for payment. Invoices reviewed and approved for payment shall be paid within 30 days of submission to County. [Remove if not applicable]

6. Designated Representatives. The parties designate the following people to serve as their Designated Representatives for purposes of initial communication regarding the Project:

County: [Insert name, title, address, telephone]

University: [Insert name, title, address, telephone]

7. Termination. Either party’s Director/Principal may terminate this Project Agreement by advance written notice to the other party’s Director/Principal.

8. Notices. 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:

The University of Arizona:  
Director, Contracting & Subaward Services  
Sponsored Projects & Contracting Services  
P.O. Box 210158  
888 N. Euclid Avenue, Room 510  
Tucson, AZ 85721-0158

County:  
[Name] [Title]  
[Department Name]  
[Street Address]  
[City], [State] [Zip]

Either party may, by written notice to the other, designate a different person or address for the receipt of notices under this Agreement.

Any written notice under this Agreement shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

PIMA COUNTY:

\_\_\_\_\_  
Ana Olivares, Director  
Pima County Department of Transportation

Date

THE [NAME OF ENTITY]:  
UNIVERSITY

ARIZONA BOARD OF REGENTS,  
OF ARIZONA

[Do Not Sign]

[Do Not Sign]

\_\_\_\_\_  
[Name], [Title]

\_\_\_\_\_  
Mark A. Drury, Contracts Manager - Government

[Department Name]

Office of Research Contracts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

[Add Additional approvals if applicable and necessary]