



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 04/05/2022

* = Mandatory, information must be provided

or Procurement Director Award:

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

Arizona Board of Regents on behalf of the University of Arizona (University)

***Project Title/Description:**

Membership in the Water, Energy & Technology Center (WET)

***Purpose:**

Support the County's membership in Water, Energy & Technology Center (WET); interdisciplinary research and development of water treatment technologies, contaminant monitoring tools, energy minimization and production, innovation, education and training. A cash payment of \$30,000 will be made to the WET Center as well as up to \$50,000 in "in-kind" contributions, to include sampling, analysis, data generation and technical expertise.

***Procurement Method:**

This IGA is a Non-Procurement contract not subject to Procurement Rules.

***Program Goals/Predicted Outcomes:**

Research, stewardship and increased utilization of reclaimed water for indirect and direct potable uses.

***Public Benefit:**

Advancement of water treatment technologies, decreased dependence on groundwater and reduced treatment costs.

***Metrics Available to Measure Performance:**

Regional Wastewater Reclamation Department (RWRD) will remain a voting member to participate and steer research projects that have the greatest impact and importance on our community.

***Retroactive:**

Yes – all signing personnel not available to sign due to COVID restrictions.

TO: COB 3-10-22 (1)
VENS: 1
PGS: 7

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: WWV Contract Number (i.e., 15-123): 22*278
Commencement Date: 02/01/22 Termination Date: 01/31/23 Prior Contract Number (Synergen/CMS): 18*385
[X] Expense Amount \$ 30,000 * [] Revenue Amount: \$ _____

*Funding Source(s) required: Enterprise Fund 5008 - RWRD Director's Division Unit 1187

Funding from General Fund? [] Yes [X] No If Yes \$ _____ % _____

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

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

Were insurance or indemnity clauses modified? [] Yes [X] No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [] Yes [X] 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: Jeff Prevatt

Department: RWRD

Telephone: 520-724-6060

Department Director Signature: [Signature]

Date: 3/7/22

Deputy County Administrator Signature: [Signature]

Date: 3/7/2022

County Administrator Signature: [Signature]

Date: 3/8/2022

**Intergovernmental Agreement between
Pima County and the Arizona Board of Regents
for
Membership in the Water, Energy & Technology Center**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") on behalf of its Regional Wastewater Reclamation Department (RWRD) and the Arizona Board of Regents on behalf of the University of Arizona ("University") pursuant to A.R.S. § 11-952.

Recitals

WHEREAS, County and University (jointly, the "Parties") 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.; and

WHEREAS, County is authorized by A.R.S. §§ 11-254.04, 11-251(3), and 11-251 (17) to appropriate and spend monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the enhancement of the economic welfare and health of County inhabitants; and

WHEREAS, University is authorized by A.R.S. § 15-1625 to enter into this agreement; and

WHEREAS, University has established a cooperative Water, Energy & Technology Center ("WET") with the goal of providing a research and development platform for water treatment technologies, contaminant monitoring, and energy minimization with WET Center pilot demonstrations and technical research conducted at the University of Arizona WEST Center.

WHEREAS, WEST Center is located within the County's Water Campus, located at 2955 W Calle Agua Nueva, thereby facilitating close cooperation between the Parties; and

WHEREAS, County is a founding member of the WET Center and landlord for the 2955 W Calle Agua Nueva address;

WHEREAS, University leases space at 2955 W Calle Agua Nueva and oversees the operations at the WEST Center; and

WHEREAS, the County has determined that membership in the WET Center is in its best interest.

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. Purpose. The purpose of this IGA is to support the County's membership in the WET Center. The WET Center is a University Center that supports interdisciplinary research and development of water treatment technologies, contaminant monitoring tools, energy minimization and production, and innovation education and training.

2. Scope.
 - a. WET Center is a unit of the University including research and development, training, and education is supported by the University, private industry, government agencies, and foundation through memberships, grants, contracts, gifts, and other revenue. WET is operated by the University under the College of Agriculture and Life Sciences.

 - b. The administration and operation of WET will be in accordance with University policies and procedures.

 - c. WET Industrial Advisory Board (IAB) is composed of one representative and one alternative from each member. ICB will advise on future research directions, projects, and technology development including:
 - (i) The research projects may be carried out at the WEST Center; and
 - (ii) The apportionment of resources to these research projects.

3. Membership. County agrees to contribute \$80,000 annually in support of WET and thereby becomes a Full member. Fifty thousand dollars (\$50,000) of the annual membership fee will be in the form of an "in-kind" contribution to include, but not limited to, sampling, analysis, data generation, consultation and technical expertise. The remaining thirty thousand dollars (\$30,000) will be paid in cash representing the annual fee for membership in the WET organization.

Membership in WET provides County with access to relevant data and research generated by University, ASU, and Temple Universities relating to the wastewater treatment and reuse issues affecting the water utilities and backed by the credibility of the National Science Foundation.

Membership in WET provides County with access to University expertise and unique and innovative technologies and equipment related to advanced wastewater treatment and real-time monitoring.

Membership in WET stipulates a maximum University overhead rate of 10%.

County will have a seat on the WET external Industry Advisory Board. The Industry Advisory Board will advise University leadership on future research directions, projects, and technology development. WET members will have access to the following:

- Access to conduct research and pilot development opportunities at UA facilities,
- Invitation to attend WET annual meetings, workshops, short courses, technology transfer meetings, and technology conferences,
- Early access to WET faculty publications and reports,
- Early access and advanced information leading to the selection of student interns and graduating students,
- Early access to information leading to technology transfer and facilitated licensing of WET developed technologies, and
- Priority for WET partnerships opportunities for external funding opportunities.

Checks from County are to be made payable to The University of Arizona and mailed to:

Sponsored Projects Services
University of Arizona (FRS# 4425800)
P.O. Box 210158, Rm 510, Tucson, AZ 85721-0158

For Fed Ex or other expedited delivery, send payments to:

The University of Arizona
Bursar's Office (FRS 4425800)
888 N. Euclid Ave., Room 104 Tucson, AZ 85719
Phone (520) 621-1998

Payments should include the University's Federal Tax No. 74-2652689.

4. Term. This IGA shall be effective February 1, 2022 through January 31, 2023 and may be renewed for up to two additional one-year periods upon the written approval of the Director of the Pima County Regional Wastewater Reclamation Department.
5. Termination. The Parties each reserve the right to terminate this Agreement at any time and without cause by serving upon the other Party 180 days' advance written notice of such intent to terminate. In the event of such termination by County, the County's only obligation to WET

shall be payment for services rendered prior to the date of termination. This Agreement may be terminated at any time without advance notice and without further obligation to the terminating Party when the other Party is found by terminating Party to be in default of any provision of this Agreement.

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") 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.
7. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Arty action relating to this IGA shall be brought in an Arizona court in Pima County.
8. **Non-Discrimination.** Neither Party will discriminate against any employee, client or any other individual of the other Party in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 2009-09, which is incorporated into this IGA by reference, as if set forth in full herein.
9. **ADA.** The 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.
10. **Severability.** If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
11. **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.
12. **Non-Appropriation by County Board.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to University other than for payment for

services rendered prior to cancellation. The County agrees to notify the University as soon as reasonably possible after the unavailability of said funds comes to County's attention.

13. **Non-Appropriation by State Legislature.** The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona maybe dependent upon the appropriation of funds by the Legislature of the State of Arizona. Should this Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of the agreement or cancel the agreement without further duty or obligation. The Board agrees to notify the County as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
14. **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, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.
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, irrespective of the operations protocol in place, each Party is solely responsible for the payment of Worker's Compensation benefits for its employees.
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, 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, 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 the provisions of 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 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.
18. **Arbitration.** In the event of a dispute hereunder that involves the sum of Sixty-Five Thousand Dollars (\$65,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, the Parties will submit the matter to binding arbitration pursuant to the Arizona Arbitration Act, ARS 12-1501, et seq., (the "Act") whose rules shall govern the interpretation, enforcement and proceedings pursuant to this paragraph. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the Parties.

19. Notice. Any notice required or permitted to be given under this IGA shall be in writing and shall be 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):

For County:
Jackson Jenkins - Director
Pima County Regional Wastewater
201 North Stone 8th Floor
Tucson, Arizona 85701

For University:
Paul Sandoval - Director Sponsored
Projects Services University of Arizona
P.O. Box 210158, Rm 510 Tucson,
Arizona 85721-0158

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Technical:
Ian Pepper, Co-Director WEST
2955 West Calle Agua Nueva
Tucson, Arizona 85745

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

20. County shall not use the names of University, WET Center in any advertising or promotional material without first having the proposed use approved in writing by the University's Vice President for Research or his/her designee. Neither University nor WET shall use County's name in any advertising or promotional materials, other than as a list of current WET membership, without the prior written consent of the Director of the County's Regional Wastewater Reclamation Department.
21. 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 IGA shall not be modified, amended, altered, or extended except through a written amendment signed by the Parties.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and University has caused this Intergovernmental Agreement to be executed by its duly authorized representative.

FOR PIMA COUNTY:

FOR UNIVERSITY:

Chairperson,
Board of Supervisors

Mark Anthony Drury
Signature, Authorized Representative

ATTEST:

M. A. Drury Digitally signed by M. A. Drury
Date: 2022.02.09 17:31:11 -0700
Printed Name

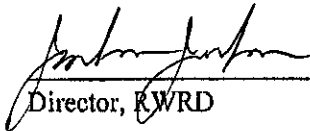
Clerk of the Board

Contracts Manager, Office of Research Contracts
Title

DATE: 2/9/2022

Date: _____

APPROVED AS TO CONTENT:

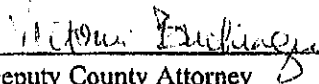

Director, RWRD

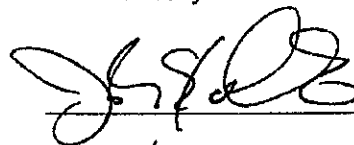
Intergovernmental Agreement Determination.

The foregoing Intergovernmental Agreement between Pima County and the University has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys for the respective Parties, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

For Pima County

For University


Deputy County Attorney
Victoria Buchinger


Associate General Counsel
Title