

COB - BOSAIR FORM

10/03/2025 8:37 AM (MST)

Submitted by Autumn.OConnor@pima.gov (Autumn.Oconnor@pima.gov)



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

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

Record Number: SC HR SC2500000568

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/21/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Arizona Board of Regents, on behalf of the University of Arizona.

Project Title / Description: Intergovernmental Agreement (IGA) with Arizona Board of Regents, on behalf of the University of Arizona.

Purpose: Pima County has the opportunity to partner with the University of Arizona's Eller College of Management for related education and employment of interns to work at the County.

Procurement Method: IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: costs will be borne by participating departments.

Program Goals/Predicted Outcomes: The proposed IGA provides the opportunity for student interns and County Departments to engage in either a Cooperative or Immersive Internship Program where student interns can work for County Departments and earn course credit. The IGA will allow Departments to enter a formal agreement with the University, at an identified cost, that establishes roles, expectations, and program goals. In a Cooperative Internship Program, interns work as Pima County employees under department supervision. In an Immersive Internship Program, a County Department defines a specific project, and a select team of student interns, paid by the University of Arizona, and faculty experts, develop solutions.

Public Benefit and Impact: This IGA creates a flexible framework for County departments to engage in internships that support workforce development and innovation, where Pima County can enhance operations, provide learning opportunities to student interns, and strengthen ties with higher education.

TO: COB, 10/6/25 (1)

VERSION: 0

PAGES: 11

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Budget Pillar • N/A

Support of Prosperity Initiative: N/A

Provide information that explains how this activity supports the selected Prosperity Initiative N/A

Metrics Available to Measure Performance: Pima County will track the number of interns placed each year, the projects successfully completed by interns on an annual basis, and the number of interns who go on to apply for full-time position with the County.

Retroactive: NO

Contract / Award Information

Record Number: SC HR SC2500000568

Document Type: SC

Department Code: HR

Contract Number: SC2500000568

Commencement Date: 10/21/2025

Termination Date: 10/20/2030

Total Expense Amount:

\$133,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Costs will be borne by participating Department.

Funding from General Fund? YES

If Yes Provide Total General Funds:

\$133,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified? NO

Name:
Cathy Bohland

Telephone: (520)724-8672

Department Director Signature: _____

Date: _____

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: _____

Intergovernmental Agreement
between
Pima County
and the
Arizona Board of Regents, on behalf of the University of Arizona
for
Eller Partnerships Office 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. **WHEREAS**, 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. **WHEREAS**, The University has qualified faculty, and other project personnel ("Qualified Personnel") and students ("Students") who are familiar, are becoming familiar, or are in need of becoming familiar with processes, operations, and related research; and
- C. **WHEREAS**, The University's Qualified Personnel and Students may be available to County on an as-needed basis to help address County's needs, through a specific project; allowing University Students the opportunity to gain work experience as a part of a learning experience; and
- D. **WHEREAS**, County acknowledges fulfilling the need for providing well educated and degreed personnel 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 agreed to effort between University and County and separately executed in a format substantively similar to **Attachment 1**.
- b. **Director** means, as to County, the Director of County's Human Resources Department; as to University, the Director of Contracting and Subaward Services at the University's Sponsored Projects & Contracting Services and Dean of Eller College, Associate Dean of Partnerships, Eller College of Management.
- c. **Project Service Agreement** means a specific agreement between Pima County and the University for the provision of Project Services for a particular Project, in substantially the form depicted in **Attachment 1**.

- d. **Project Services** means any services described in the project description of a Project Service Agreement.

- 2. **Purpose.** The purpose of this IGA is to set forth the responsibilities of the parties regarding the provision of Project Services, 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.

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.

- a. 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.
- b. The Eller Partnerships Office (EPO) will support Pima County with student recruitment and internship structure while monitoring the student's progress.
- c. Internship 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 in accordance with the terms and conditions of this IGA.
- b. Any proposed Project Service Agreement shall be in writing, in substantially the form attached as **Attachment 1**, 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.
 - iv. A designated representative of County, if applicable, to receive invoices from the University and to approve the invoices for payment.
 - v. A schedule for paying invoices, if applicable, which shall provide that payment is due no later than 30 days after receipt of an invoice.
- c. Each Project Service Agreement shall be signed by the Authorized Signatory of each party with express authority or delegation to execute such documents on behalf of their respective party.
- d. Any amendment to a Project Service Agreement must be in writing and signed by the Authorized Signatory of each party.

- e. 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. Student Agreement

Students are not University employees, not a party to this agreement and cannot be bound under the terms of this Agreement.

5. Responsibilities of the parties.

County shall be responsible for:

- a. Decision making authority over the Project.
- b. Approving and processing all contract documents, change orders, and final acceptance of the Project Services completed.
- c. Providing, whenever possible, opportunities for Students to gain 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, and competence.
- d. 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 the 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.

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. **Cooperative Internship (Option 1)** – A cooperative style, joint internship program. The EPO would support County with student recruitment and internship structure while monitoring the student's progress. The intern earns course credit.

Note – the hiring County department covers the additional cost paid to the University to promote the recruitment of students, establishment of internship structuring, and tracking the students' progress, as described below:

- i. Hourly wage determined by the hiring department.
 - ii. **Additional cost per student Intern per semester (Summer, Fall, Spring):**
 - \$1,460.00 per student/per semester
 - Minimum of 45 and maximum 135 hours
- c. **Immersive Semester Internship (Option 2)** – Immersion Learning Project. The Pima County Department Head identifies a specific problem it needs to solve. The EPO will select and manage a student team of no more than five (5) students + faculty experts to drive the project. The student earns course credit.
 - i. 225 student hours + 45 faculty hours
 - ii. The hiring Department pays a flat rate of \$25,000, which covers the hourly wage of the five (5) semester-long interns and the administrative cost of U of A faculty advisors.
- d. **Maximum Payment Amount** - County's total payments to University under this Agreement, including any sales taxes, are not to exceed (NTE) \$133,000.00 per year. The NTE Amount can only be changed by a formal written amendment executed by the Parties.
- e. Each party shall establish a job cost account to identify and track all costs of Project Services associated with each Project Service Agreement.
- f. 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.

9. **Publication.** 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.
- 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. **Disclaimer of Warranties and Limitation of Liability.** EPO PARTNER ACKNOWLEDGES THAT THE UNIVERSITY MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, REGARDING THE EPO PROJECTS, PROJECT RESULTS, THE INTELLECTUAL PROPERTY, JOINT INTELLECTUAL PROPERTY, OR OTHER RESULTS.

- 12. 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.

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.
- f. *Counterparts.* This IGA may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

- 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:
Pima County Human Resources
150 W Congress St.
4th Floor
Tucson, AZ 85701

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. 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:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

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

Cathy Bohland
Director, Human Resources Dept.
Pima County

08/27/2025
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.

Kyle Johnson
Kyle Johnson, Deputy County Attorney

8/27/2025
Date

ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Ronald G Sanchez

Name: Ronald G Sanchez

Title: Contracts Manager, Office of Research Contracts
Office of Research Contracts

08/29/2025

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.

Josh Estavillo

Name: Josh Estavillo

Title: Associate General Counsel

09/02/2025

Date

Attachment 1

Project Template

Upon execution by the Parties below, the project specified herein shall be performed in accordance with the Eller Partnerships Agreement ("Agreement"), which is incorporated herein in its entirety, between The Arizona Board of Regents on behalf of The University of Arizona ("University") and [REDACTED] ("EPO Partner") with an Effective Date of _____. All capitalized terms used in this project description that are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement. The project specifications shall include the following information:

- (a) **Project Title:**
- (b) **Project Description:**
- (c) **University appointed Mentor:**
- (d) **Term/Period of Performance:**
- (e) **Reporting Requirements:**
- (f) **Sponsor Equipment Loans (if any):**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**THE BOARD OF REGENTS OF
UNIVERSITY OF ARIZONA**

EPO PARTNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____