



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

Requested Board Meeting Date: March 21, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): University of Arizona

Project Title/Description:

Transportation Engineering Projects and Related Education and Employment - Intergovernmental Agreement

Purpose:

Enables the Pima County Department of Transportation to establish a formal program with the University of Arizona (UofA) to provide and perform research and/or transportation or traffic engineering services to the County utilizing staff, student interns, graduate students, or a third party on a case by case basis and as funding is available.

Procurement Method:

By Task Order as set forth in this Intergovernmental Agreement (IGA).

Program Goals/Predicted Outcomes:

The goal of this IGA is to establish a more organized and systematic program to utilize University of Arizona student interns, graduate students, staff and faculty by providing them with the opportunity to participate in and help perform real world transportation and traffic engineering project services such as design, project management, materials testing, research services and administration of projects for the Pima County Department of Transportation (PCDOT). This in turn will benefit road users, University of Arizona, and PCDOT.

The predicted outcomes of this program would include but are not necessarily limited to:

- * Achievement of meaningful and useful work in the field of transportation and traffic engineering.
- * Better utilization of public resources in the operations and maintenance of our transportation system while at the same time providing real world educational and research opportunities to the University of Arizona.
- * Direct benefit to the traveling public and the Pima County Department of Transportation in the planning, designing, construction, operations and maintenance of its transportation system.
- * Exposure of engineering students to a career in transportation and traffic engineering.
- * Graduate engineers considering a career with PCDOT or remaining in the Tucson area to work in the field.
- * Recruitment of University of Arizona graduate engineers to PCDOT.
- * The mentoring and leadership experience that current PCDOT engineers would receive.

Public Benefit:

Allows important transportation and traffic engineering related work to be done in a collaborative manner with the University of Arizona's engineering and science capacities. This in turn helps achieve a meaningful return by leveraging both public works and educational resources in improving the effectiveness and efficiency of transportation systems in Pima County. It also provides opportunities for engineering and science faculty, staff and students to gain educational and work experience in direct service to the traveling public and PCDOT. This in turn allows for the opportunity of a better-trained and educated public works work force.

Metrics Available to Measure Performance:

Performance can be measured based on 1) projects completed and documented either in plans or reports; 2) the additional number of interns successfully employed and trained; and 3) conference or industry group presentations.

Retroactive:

N/A

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*To: COB- 3.13.17- (3)
Ver. - 1
Pgs. 15 Addendum*

Procure Dept 03/10/17 PM 03:29

Original Information

Document Type: CT Department Code: TR Contract Number (i.e.,15-123): 17*302

Effective Date: 3/21/2017 Termination Date: 3/21/2022 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ not-to-exceed \$600,000.00 Revenue Amount: \$ _____

Funding Source(s): This IGA covers a variety of projects and a variety of funding sources. Project Agreements will not be initiated until funding has been identified.

Cost to Pima County General Fund: None

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Seth W. Chalmers, PE - Public Works Division Manager

Department: Transportation Telephone: 724-2371

Department Director Signature/Date: [Signature] 3/8/17

Deputy County Administrator Signature/Date: [Signature] 3/9/17

County Administrator Signature/Date: [Signature] 3/10/17
(Required for Board Agenda/Addendum Items)

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

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

Recitals

- A. The 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 engineers, researchers, and other project personnel (“Qualified Personnel”) and engineering students (“Students”) who are familiar, are becoming familiar, or are in the need to become familiar with transportation engineering, design, construction, materials, processes, maintenance, operations, and related research.
- C. The University wishes to make its Qualified Personnel and Students available to the County on an as needed basis to address or help address the County’s needs through a specific project or providing opportunities for engineering work.
- D. The County recognizes the importance of allowing Students the opportunity to access engineering work experience as a part of their learning experience.
- E. The County recognizes the importance that University research and engineering services can offer to improve processes and approaches that save resources or improve the allocation of resources.
- F. The County acknowledges the University’s vital role in providing well educated and degreed engineers to the County, State and Nation. The County recognizes that its greatest opportunity to enabling access to this source of engineers either as direct employees, employees for other agencies, or through private firms, is to collaborate with the University, including through IGAs like this.

Agreement

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:

1. Definitions.

- a. Project: any transportation project involving design, construction, maintenance, operations or research.
- b. Project Services: The design, project management, materials testing, and research services related to the design, construction, maintenance, operations, and administration of Projects.
- c. Director: As to County, the Director of the County's Department of Transportation. As to University, the Director or Designee of the Contract & Research Support Program.
- d. Project Service Agreement: A specific agreement between the County and the University for the provision of Project Services for a particular Project, in substantially the form depicted in attached **Exhibit A**.
- e. Other Agreement: An agreement between the County, the University, and/or Student for other types of services that are specific to a particular task, project, learning opportunity or exchange of some sort that is consistent with purpose of this IGA.
- f. Engineering Work: 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 by the University to the County on an as-needed and as-available basis. 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. Additionally, this IGA sets forth an understanding between the County and the University to collaborate to find opportunities on which to make this happen when it is mutually beneficial. Project services and engineering work may take the following forms:

Project

- The University provides faculty or administrators to perform research and/or engineering services to the County.
- The University provides and supervises student interns for County project services, either unpaid or paid directly by the University through Project Service Agreements.
- The University provides like project services to another third party who are providing services either directly to the County or for another agency or party the 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

- The 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.
- The 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 the County. The County, as possible, will provide unpaid work shadow opportunities to students if requested by the University to do so.
- The 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 the 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, the County delegates to its Director or Director's designee, and the University delegates to its Contract & Research Support Program 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 the County Administrator and the University's Senior Vice President for Research 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, which may neither exceed five (5) years nor may extend beyond the term of this IGA.
 - ii. A description of the Project Services that the University will provide to the County under the Project Service Agreement.

- iii. The specific responsibilities of the 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 estimate of the cost of Project Services, if applicable, for the Project that is the subject of the Project Service Agreement. The estimate is for budgetary scheduling and is not a contractual guarantee, a cost ceiling, or an “upset limit.”
 - v. 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 the 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 Director for each party.
- g. Either party’s Director 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, the 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 the County. Personnel from the University shall be paired up with their counterparts in the 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.

The 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. Provide 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 the County.
- b. Establishing a list of overhead charges/rates for Project Services as required in Section 3.
- 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 the County) for submission to the County. The University shall approve, sign, and forward billing 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;
- 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 County 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 the County if not done immediately. In the event of such conditions, the

University may execute the necessary changes with verbal approval of the County's designated representative and provide a written notification of the changes to the 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 signatories of both parties prior to the implementation of the amended terms.

7. Financing.

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

b. The 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 \$600,000.00 (approximately \$125,000 per year) under all Project Service Agreements during the term of this IGA. This total amount of \$600,000.00 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 9.

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

e. 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 similar professional services that are mutually agreed upon by both parties and by the express approval of both Directors.

9. Ownership of Information. 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 the County or of the third party.

9. 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, the 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.

10. Limitation of Liability. The County shall have full responsibility for all claims, costs, or damages arising out of the County's project, however the County reserves the right to proceed against the University in the event the 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.

11. 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.

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.

13. Inspection and Audit. The 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.

14. 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 Pima County and the State of Arizona.
- 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 [County or University] may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting

Subcontractor to penalties up to and including suspension or termination of this contract.”

Any 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, 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:
Contract & Research Support Program
P.O. Box 210158, Room 515
Tucson, AZ 85721-0158

Pima County:
Priscilla Cornelio, Director
Pima County Dept. of Transportation
201 N. Stone, 4th Floor
Tucson, AZ 85701

Either party may, by written notice to the other, 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.

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 Contract & Research Support Program.

PIMA COUNTY:

Sharon Bronson, Board of Supervisors Chair

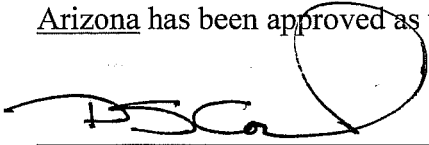
Date

ATTEST:

Clerk of the Board

Date

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



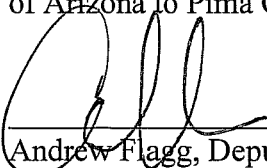
Priscilla Cornelio, P.E., Director
Pima County Dept. of Transportation

3/8/17

Date

ATTORNEY CERTIFICATION

The foregoing IGA by and between Pima County and the Arizona Board of Regents, 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.

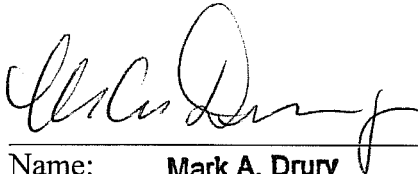


Andrew Flagg, Deputy County Attorney

1/19/2017

Date

ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:



Name: **Mark A. Drury**
Title: **Contracts Manager**
Contract & Research Support Program

2/21/2017
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

2/17/17
Date

Exhibit A – Sample Project Agreement

Actual format and content can vary as necessary

**Project Agreement
between Pima County and the Arizona Board of Regents, University of Arizona
For the _____ Project**

This Project Agreement is entered into by and between Pima County (“County”) and the Arizona Board of Regents, University of Arizona (University), pursuant to A.R.S. § 11-952 and the applicable Intergovernmental Agreement (IGA) between Pima County and The Arizona Board of Regents, University of Arizona for Providing Services for Transportation Engineering Projects and Related Education and Employment, dated _____.

Recitals

- A. On _____, the County and the University entered into an IGA that enables this project agreement.
- B. The County plans to: [*title and describe Capital Project*] (the “Project”).
- C. The County, as Sponsoring Agency, desires the University, as Provider Agency, to provide the Project Services set forth in this agreement for the Project, under the terms and conditions stated herein and as provided in the IGA.
- D. The University, as Provider Agency, desires to provide to the County, as Sponsoring Agency, the Services set forth in this Project Agreement for the Project, under the terms and conditions of it and the IGA.
- E. The parties currently estimate that the cost of Project Services to be provided under this Project Agreement is \$_____. [*Remove if not applicable*]

Agreement

- 1. **IGA.** This Project Agreement incorporates all definitions, terms, and conditions of the IGA.
- 2. **Effective Date; Term.** This Project Agreement is effective on execution by the last party to execute it. The term of this Project Agreement is ___ year(s) from the effective date.
- 3. **Project Services.** The Provider Agency shall provide to the Sponsoring Agency the following Project Services for the Project:

[List services and scope of project as applicable]

4. Responsibilities of the Parties.

- a. **County.** In addition to the responsibilities set forth in the Master Agreement, the 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 Master Agreement, 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 the County on a monthly basis for Project Services rendered at the rates agreed to be reasonable and applicable and defined within this agreement. The 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 the 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:
Sherry L. Esham, Director
Sponsored Projects Services
P.O. Box 210158, Room 510
Tucson, AZ 85721-0158

Pima County:
Priscilla Cornelio, Director
Pima County Dept. of Transportation
201 N. Stone Ave., 4th Floor
Tucson, AZ 85701

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:

Priscilla Cornelio, Director
Pima County Department of Transportation

Date

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Contract & Research Support Program

Date

Add Additional approvals if applicable and necessary