



Contract Number: CT-PW-14*550
 Effective Date: 7-1-14
 Term Date: 6-30-19
 Cost: 0.00
 Revenue: 0.00
 Total: _____
 Action: _____ NTE: _____
 Renewal By: 4-1-19
 Term: _____
 Reviewed by: SR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

IN 06/26/14 PM 04:39

Requested Board Meeting Date: July 1, 2014 Addendum

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Regional Wastewater Reclamation Department of Pima County (“RWRD”) has constructed and is now operating its new Agua Nueva Water Reclamation Facility (“Agua Nueva”), north of and adjacent to the County’s Roger Road Wastewater Treatment Facility (the “Roger Road Facility”). The Roger Road Facility was decommissioned on January 8, 2014, and RWRD has applied for Clean Closure approval from the Arizona Department of Environmental Quality. Clean Closure will allow the County to repurpose Roger Road for productive and beneficial economic purposes, facilitating job growth and economic expansion. The County will actively pursue and consider any viable public, private, and research partnerships that can utilize the existing infrastructure at Roger Road for those purposes.

The UA Colleges of Agriculture and Life Sciences and Engineering are the UA’s primary cooperative partner colleges with the County in water quality research at Agua Nueva. In furtherance of pursuing adaptive reuse of the Roger Road Facility, the County and the Arizona Board of Regents, on behalf of the University of Arizona (the “UA”) propose entering into an intergovernmental agreement (the “Agreement”) which provides that the County and the UA agree to cooperate in developing opportunities for economic advancement by helping to attract possible new and different pursuits to the area, and by helping to develop possible new and different food, energy and engineering innovations as well as water quality standards and public education at the Roger Road Facility. The UA will seek to obtain funding from external sources for the improvement and development of the Roger Road Facility. The UA and the County intend that use of the Roger Road Facility will generate revenues in excess of operating expenses, and the Agreement provides County will pay one-half (1/2) of any annual net revenues realized to the UA. The Agreement provides for issuance of an RFP, and creation of an Economic Development Partnership Board consisting of UA and County representatives to review specific proposals. The final authority for approval of any and all such proposals shall reside in the Pima County Board of Supervisors. The initial term of the Agreement is five (5) years. UA may request an additional five (5) year renewal term prior to the expiration of the initial term. Such renewal term is in the sole discretion of County.

STAFF RECOMMENDATION(S):

Staff recommends that the Board of Supervisors approve and execute the subject Agreement for the Operation of a Portion of the Former Roger Road Sewage Treatment Plant and the accompanying Board Resolution.

PIMA COUNTY COST: \$ -0- and/or REVENUE TO PIMA COUNTY: \$ -0-

FUNDING SOURCE(S): N/A
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

YES NO

Board of Supervisors District:

1 2 3 4 5 All

IMPACT:

IF APPROVED:

County will enter into the Agreement with UA for the Operation of a Portion of the former Roger Road Wastewater Treatment Plant for the benefit of the general public, for a term of five (5) years, with the potential for an additional 5 year renewal term.

IF DENIED:

County will not enter into the Agreement with UA for the Operation of a Portion of the Former Roger Road Wastewater Treatment Plant for the benefit of the general public, for a term of five (5) years, with the potential for an additional 5 year renewal term and will thus not avail itself of UA's ability to attract potential users and raise capital from external sources for adaptive reuse of Roger Road.

DEPARTMENT NAME: Real Property Services

CONTACT PERSON: Michael D. Stofko TELEPHONE NO.: 520-724-6667



MEMORANDUM

REAL PROPERTY SERVICES

201 N. Stone Avenue, Sixth Floor, Tucson, Arizona 85701-1215

(520) 740-6667 FAX (520) 740-6763

To: C.H. Huckelberry
Administrator, Pima County

From: Michael D. Stofko
Real Property Services

Subject: Agreement Relating to Operation
Of a Portion of the Former Roger
Road WRF Between ABOR
and Pima County.

Date: June 17, 2014

Attached is the Agreement Relating to the Operation of a Portion of the Former Roger Road Sewage Treatment Plant between the Arizona Board of Regents on Behalf of the University of Arizona; and Pima County..

We request your approval to place the subject Agreement on the July 1, 2014, Pima County Board of Supervisors Addendum. Thank you.

APPROVED:

A handwritten signature in black ink, appearing to read "C.H. Huckelberry", is written over a horizontal line. The signature is stylized and cursive.

C.H. Huckelberry, County Administrator

MDS:mds
Attachment

Cc: John Bernal, Deputy County Administrator, Public Works

RESOLUTION NO. 2014 - _____

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
RELATING TO THE OPERATION OF A PORTION OF THE FORMER ROGER
ROAD SEWAGE TREATMENT PLANT BETWEEN THE ARIZONA BOARD
OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA, AND PIMA
COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA**

The Board of Supervisors of Pima County, Arizona finds:

1. The Pima County Regional Wastewater Reclamation Department (“*RWRD*”) has constructed and is now operating its new Agua Nueva Wastewater Reclamation Facility (“*Agua Nueva*”) to replace its former Wastewater Reclamation Facility at Roger Road (the “*Roger Road Facility*”).
2. The Roger Road Facility has been decommissioned as a Wastewater Reclamation Facility and RWRD has applied for Clean Closure approval from the Arizona Department of Environmental Quality for the Roger Road Facility.
3. Clean Closure will allow the County to repurpose the Roger Road Facility for productive and beneficial economic purposes, facilitating job growth and economic expansion.
4. Pima County will actively pursue and consider any viable, public, private and research partnerships that can utilize the existing facilities and infrastructure at the Roger Road Facility for those purposes.
5. In furtherance of pursuing adaptive reuse of the Roger Road Facility, Pima County and the Arizona Board of Regents on behalf of the University of Arizona propose entering into an intergovernmental agreement which provides that they each agree to cooperate in developing economic opportunities for economic advancement by helping to attract possible new and different pursuits to the area, and by helping to develop new and different food, energy and engineering innovations as well as water quality standards and public education at the Roger Road Facility.
6. Pima County has the authority to “appropriate and spend public monies for and in connection with economic development activities ... that the board of supervisors has found and determined will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county” (A.R.S. § 11-254.04); and to enter into intergovernmental agreements (A.R.S. § 11-951 *et seq.*).
7. The Arizona Board of Regents has the responsibility and authority to maintain, govern, and administer Arizona’s universities (A.R.S. §§ 15-1601 and 15-1626) and to enter into intergovernmental agreements (A.R.S. § 11-951 *et seq.*).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Agreement relating to the operation of a portion of the former Roger Road Sewage Treatment Plant between the Arizona Board of Regents on behalf of the University of Arizona, and Pima County is hereby approved.
2. The Chair of the Board is hereby authorized and directed to sign the Agreement for the Pima County Board of Supervisors.
3. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

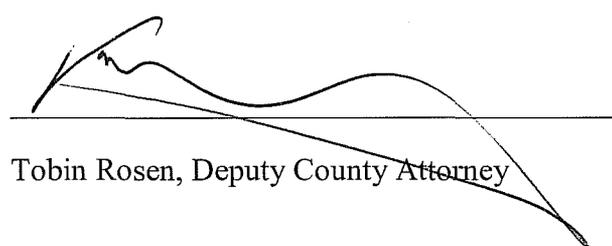
Passed and adopted, this _____ day of July, 2014.

Chair, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

CONTRACT
NO. <u>CT-PW-14 00000 00000 00000 550</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**AGREEMENT BETWEEN
PIMA COUNTY AND THE ARIZONA BOARD OF REGENTS ON BEHALF OF
THE UNIVERSITY OF ARIZONA RELATING TO THE
OPERATION OF A PORTION OF THE FORMER ROGER ROAD SEWAGE TREATMENT PLANT**

This Agreement ("Agreement"), dated JUNE 5, 2014 ("Effective Date"), is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Arizona Board of Regents, a public body corporate, acting on behalf of The University of Arizona ("UA"). County and UA are sometimes referred to collectively as "Parties" to this Agreement, or individually as a "Party."

Recitals

- A. The Arizona Board of Regents has the responsibility and authority to maintain, govern, and administer Arizona's universities (A.R.S. §§ 15-1601 and 15-1626 and to enter into intergovernmental agreements (A.R.S. § 11-951 *et seq.*).
- B. County has the authority to "appropriate and spend public monies for and in connection with economic development activities ... that the board of supervisors has found and determined will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county" (A.R.S. § 11-254.04); and to enter into intergovernmental agreements (A.R.S. § 11-951 *et seq.*).
- C. County owns a parcel of real property shown on Exhibit "A" to this Agreement, which constitutes the former Roger Road Sewage Treatment Plant (the "Property") and which includes a number of constructed tanks and other appurtenances that were used for the

processing and treatment of sewage. County has constructed a new sewage treatment plant, and the Property is no longer used for sewage treatment. County is in the process of performing the necessary environmental closure to allow the Property to be utilized for other purposes.

- D. County desires to reuse, to the extent possible, the present facilities and infrastructure at the Property.
- E. County desires that any reuse of the Property be for productive and beneficial economic purposes facilitating jobs and economic expansion.
- F. County will actively pursue and consider any public, private and research partnerships that make use of the facilities for economic benefit.
- G. Additional funding for capital improvement by the County will be limited, considered on a case-by-case basis, and will depend on the short- and long-term benefits of the specific adaptive reuse proposal. It is, therefore, in the best interests of County and UA to enter into this Agreement to allow the Parties the opportunity to maximize the use of the Property for the mutual benefit of the residents of County and the UA communities.
- H. The UA Colleges of Agriculture & Life Sciences and Engineering are the UA's primary cooperative partner colleges with the County in water quality research at the property north of the Property. Additional water quality research may, from time to time, involve some of the facilities and infrastructure at the Property.
- I. UA is the primary cooperator university involved in the adaptive reuse of the facility.
- J. The proposed reuse options for the Property are consistent with and further various County economic development goals by helping ensure the Property is used for purposes that are

potentially beneficial to the public. These reuse options are also consistent with all of the UA's land grant missions and will be integrated into all of them.

Now, therefore, in consideration of the foregoing Recitals, which are incorporated into this Agreement and made a part hereof, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide for County oversight of the adaptive reuse of the Property through the cooperative efforts of the UA, with a focus on maximizing the pursuit of economic activities at the Property.

County and UA agree to cooperate in developing opportunities for economic advancement, by helping to attract possible new and different pursuits to the area, and by helping to develop possible new and different food, energy, engineering innovations as well as water quality standards and public education, as well as any others thus enhancing overall economic development for the benefit of County residents.

2. Term, Renewal, Governance and Termination.

2.1. Term. This Agreement will become effective upon the "Effective Date"; and, unless terminated earlier as provided below or elsewhere herein, will run for a period of five (5) years (the "Initial Term") from the later of the Effective Date or the date upon which County receives final clearance from the Arizona Department of Environmental Quality for use of the Property for the purposes outlined in this Agreement.

2.2. Renewal. UA may request that County renew this Agreement for an additional five (5) year term ("Renewal Term") prior to the expiration of the Initial Term or any Renewal Term by providing at least one (1) year's advance written notice to County. County will

evaluate the performance of UA hereunder, including the level of economic activity at the Property and the amount of grant funding, if any, provided by UA for the benefit of the Property during the Initial Term or the previous Renewal Term. Renewal of the Agreement is at the sole discretion of County. Terms may be extended without limits to the renewals with County approval.

2.3. Governance. The project will be jointly governed initially by the UA and the County via a "Roger Road Economic Development Partnership Board" ("RREDPB"). The RREDPB will be comprised of 8 members: (i) 4 members from County, consisting of a representative appointed by the Director of the Pima County Regional Wastewater Reclamation Department ("RWRD"), the Manager of Pima County Real Property Services, a member appointed by the Director of Finance, and one other representative of the County Administrator; and (ii) 4 members from UA, appointed by the Deans of the College of Agriculture & Life Sciences and of the College of Engineering, including a person with technical expertise and a person with financial expertise. The RREDPB will develop a strategic plan and an implementation plan including milestones for review by the County.

2.4. Termination. Either Party may terminate this Agreement prior to the expiration of the Initial Term or any Renewal Term by providing one hundred twenty (120) days' written notice to the other Party.

2.5. Effect of Termination. Upon termination of this Agreement, UA will no longer be involved in any reuse activities or revenue sharing at the Property and will remove its personnel and equipment, if any, therefrom. Termination of this Agreement will also terminate the Review Committee and Technical Groups established pursuant to Section 4 below. County reserves the right upon termination of this Agreement to

continue or to enter into new agreements with entities engaging in agricultural cultivation operations at the Property to allow any or all of those entities or new entities to continue or to commence operations at the Property.

3. Obligations of the Parties.

3.1. County: County will maintain the Property available for use pursuant to separate license agreements entered into pursuant to the Review Committee and Technical Group process set forth in Section 4 below. County will provide basic maintenance and security for the Property. Nothing in this Agreement obligates County or UA to make any capital improvements to the Property.

3.2. UA: UA will utilize good faith efforts to obtain funding from external sources for the improvement and development of the Property within the jointly agreed strategic development directions. UA and the County, via the RREDPB will initially evaluate proposals. After initial review, the County will make the final decision on all proposals. UA will utilize its global network in academia, other non-profits, and industry to develop the facility as well as to encourage philanthropy. The UA Director of the Arizona Agriculture Experiment Station will designate the Roger Road facility as an Arizona Agriculture Experiment Station site. Such designation implies no change of ownership but confers on the site the benefits under the Federal Hatch Act of 1887.

3.3. Revenue: The Parties intend that developing the Property will generate economic development in terms of jobs and social good and will eventually result in margins and revenues in excess of operating costs. During any Term of this Agreement, County will provide ABOR an annual accounting of net revenues, if any, in excess of all of County's operating costs, including but not limited to costs of staff support, maintenance, repair and security at the Property. To the extent that County's net revenues exceed County's costs in any given year, County shall pay one half (1/2) of any net revenues realized in that year to UA. UA shall further distribute said revenues to each participating college on a proportional basis of revenue generation.

4. **Solicitation of Interest, Review Committee and Technical Groups.**

4.1 Adaptive reuse, development and use of the decommissioned Roger Road Facility and Property. – Request for Expressions of Interest. Pima County will prepare and release a Request for Expressions of Interest (RFEI), which will allow prospective users to express an interest in use of a portion or all of the Property. The RFEI will describe in detail the assets of the Property that are available for beneficial reuse, the portions of the Property involved, the utilities and their capacity to serve the Property, surrounding properties, access to the Property, and other pertinent facts related to the Property itself. Responses to this RFEI will initially be reviewed by RREDPB before final decisions are made by the County.

4.2 Request for Proposals. Consistent with the principles for adaptive reuse and economically beneficial use of the Property as defined in Recitals above; and based on responses to the RFEI, a formal Request for Proposals (RFP) will be developed that defines the specific areas of the Property proposed to be utilized and the costs associated with such utilization, rents or payments to be made to the County or UA for said use, as well as a description of the products being developed, the value of said products, employment levels

of the proposer who is making adaptive and beneficial use of the Property or portions of the Property, and other factors that allow an economic evaluation and decision by both the County and the UA in determining the best long-term future reuse and economic value and benefits associated with the proposal.

The RFP may divide the Property into "licensed areas" based on the various types of structures existing at the Property. For example, digesters may be a licensed area; clarifiers may be a licensed area, or an individual digester or clarifier may be a licensed area.

The RFP will remain outstanding and interested applicants may submit proposals until the County has accepted proposals and entered into contracts for use of all areas of the Property, unless County elects, in its sole discretion, to remove portions of the Property from the RFP process. All RFPs will comply with County contracting and selection requirements.

4.3 Proposal Review Process. All proposals received in response to the RFEI, as well as any subsequently developed RFP, will be submitted to the RREDPB. The RREDPB will either review each proposal itself or, in the alternative, it may identify appropriate reviewers for any given proposal using the normal processes within the UA and County System and/or via "technical advisory groups".

The RREDPB may appoint expert technical advisory groups ("TAG") to evaluate any proposals. Each TAG shall have a representative from RWRD familiar with the technical operation of the Property.

The applicable TAG will prepare an evaluation of each proposal, in a standard format to be defined by the RREDPB and submit it to the RREDPB. Prior to submitting a proposal to the

Board of Supervisors for consideration, the RREDPB may recommend proposal modification and may negotiate terms and conditions of the proposal with the applicant. The RREDPB will submit all proposals to the Board of Supervisors that satisfy the minimum requirements of the RFP. The proposal will include in the Board of Supervisors submittal the report from the TAG and the recommendation of the RREDPB. If the TAG identifies no fundamental technical or financial flaws in the proposal, all RFP responses will be submitted to the Board of Supervisors whether or not there is a consensus of a majority of the RREDPB.

After the Board of Supervisors has approved a proposal, the RREDPB will attempt to negotiate a final agreement with the applicant, on the terms and conditions approved by the Board of Supervisors. Each such agreement shall be submitted to the Board of Supervisors for approval. Decisions of the Board of Supervisors with regard to approval or disapproval of all license agreements for use of any portion of the Property shall be final.

4.4. Project Review. Three (3) years following the Effective Date of this Agreement, the RREDPB will meet to determine if continuation of this Agreement is worthwhile for both Parties. If the RREDPB determines this Agreement is no longer worthwhile to the Parties, the RREDPB may recommend to County and UA to terminate this Agreement. Upon such recommendation, either Party may terminate this Agreement pursuant to Section 2.4. Nothing in this section precludes earlier termination of this Agreement.

5. Disputes.

5.1. Dispute Resolution. In the event of a breach of this Agreement, neither Party may file a lawsuit against the other Party until the dispute has been negotiated and mediated

as set forth below, unless a Party needs to file a lawsuit to preserve that Party's legal rights, in which event any such lawsuit will be stayed during the dispute resolution process.

5.1.1. *Definition of Dispute.* "Dispute" means any and all questions, claims, controversies, or disputes arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of this Agreement.

5.1.2. *Negotiation.* In the event of any Dispute between the Parties, the Parties will promptly, amicably, and in good faith attempt to resolve such Dispute through informal negotiations. Any Party may, however, if they conclude informal negotiations are not resolving the Dispute in an expeditious manner, commence a formal dispute resolution process by giving written notice of the Dispute to the other Party that contains a brief statement of the nature of the Dispute and indicates this dispute resolution process is being invoked. If the Parties are unable to resolve the Dispute through negotiation within fifteen (15) days of receipt by the adverse Party of the written notice of Dispute, any Party may, at any point after that 15-day period, submit the Dispute to mediation as set forth below.

5.1.3. *Mediation.*

5.1.3.1. Commencement of Mediation. Any Party wishing to commence mediation after the failure of negotiations, as set forth above, must send a written notice of intent to mediate to the other Party, specifying in detail the nature of the Dispute and proposing a resolution thereof ("Mediation Notice"). Within fifteen (15) days after such Mediation

Notice is received by the other Party, if the Parties cannot agree on a proposed mediator, one shall be appointed by the Executive Director or other functional equivalent of the American Arbitration Association ("AAA"). Each Party will designate no more than three representatives (not including their legal counsel) who will meet with the mediator to mediate the dispute. Mediation shall be commenced as soon as reasonably possible. The mediator will be a person who has no conflict of interest relationship with any Party.

5.1.3.2. Conduct of Mediation. The mediation will be conducted in Tucson, Arizona in accordance with the Commercial Mediation Rules and Procedures of the AAA and shall be nonbinding. Any nonbinding mediation conducted under the terms of this Section shall be confidential within the meaning of Arizona law. The cost of the mediation shall be borne equally by the Parties. The mediation will be conducted and completed within thirty (30) days of the appointment of the mediator.

6. General Provisions

6.1. 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 court awarded 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 that 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.

- 6.2. Insurance. The County and UA shall keep in place their programs of self-insurance, in compliance with all applicable laws and regulations.
- 6.3. Compliance with Laws. The Parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County.
- 6.4. Nondiscrimination. The Parties agree to comply with all provisions and requirements of Arizona Executive Order 75-5 as amended by Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors, which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, UA and County shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 6.5. Americans with Disabilities Act. 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.
- 6.6. Severability. If any provision of this Agreement, or the application of any provision to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect,

without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

- 6.7. Conflict of Interest. This Agreement 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.
- 6.8. Non-appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either the County or UA does not appropriate sufficient monies for the purpose of maintaining this Agreement.
- 6.9. 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.
- 6.10. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the County and any UA employees, or between UA 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.
- 6.11. No Third-party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either Party to the Agreement by imposing

any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

6.12. Notice. Any notice required, desired or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery, certified mail, or facsimile upon the other Party as follows (or at such other address as may be identified by a Party in writing to the other Party):

Pima County

Deputy County Administrator for Public Works
130 W. Congress Street, Floor 10
Tucson, Arizona 85701
Fax: 520-724-8171

With copies to:

Pima County Administrator
130 W. Congress Street, Floor 10
Tucson, Arizona 85701
Fax: 520-724-8171

Clerk of the Board of Supervisors
130 W. Congress Street, Floor 5
Tucson, Arizona 85701
Fax: 520-222-0448

UA

Director, Real Estate Administration
1125 N. Vine Avenue
P.O. Box 210416
Tucson, Arizona 85721
Fax: (520) 621-3056

With copies to:

President, University of Arizona
Administration Building, 712
1401 E. University Blvd.
P.O. Box 210066
Tucson, Arizona 85721-0066
Fax: (520) 621-9323

Provost, University of Arizona
Administration Building, 512
1401 E. University Blvd.
P.O. Box 210066
Tucson, Arizona 85721-1066
Fax: (520) 621-9118

Vice Provost & Dean and Director of the
Arizona Agricultural Experiment Station,
University of Arizona, College of
Agriculture and Life Sciences
Forbes Building, 306
1140 E. South Campus Way
P.O. Box 210036
Tucson, Arizona 85721-0036
Fax: (520) 621-7196

Dean, University of Arizona, College of
Engineering, Civil Engineering, 100

1209 E. 2nd Street
P.O. Box 210072
Tucson, Arizona 85721-0072
Fax: (520) 621-2232

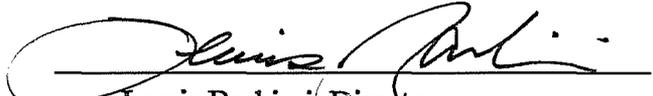
6.13. Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment or supplement signed by the Parties.

In Witness Whereof, the Parties have executed this Agreement as of the dates indicated below.

PIMA COUNTY

ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA

Sharon Bronson
Chair of the Board of Supervisors


Lewis Barbieri, Director
Office of Research and Contract Analysis

Date _____

Date 6/5/14

ATTEST

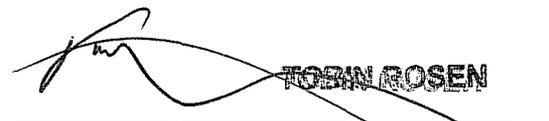
Clerk of the Board of Supervisors

APPROVED AS TO FORM

The foregoing Agreement between Pima County and the Arizona Board of Regents has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom 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 the Party represented by such attorney.

PIMA COUNTY

ARIZONA BOARD OF REGENTS ON
BEHALF OF THE UNIVERSITY OF ARIZONA



Tobin Rosen
Deputy County Attorney



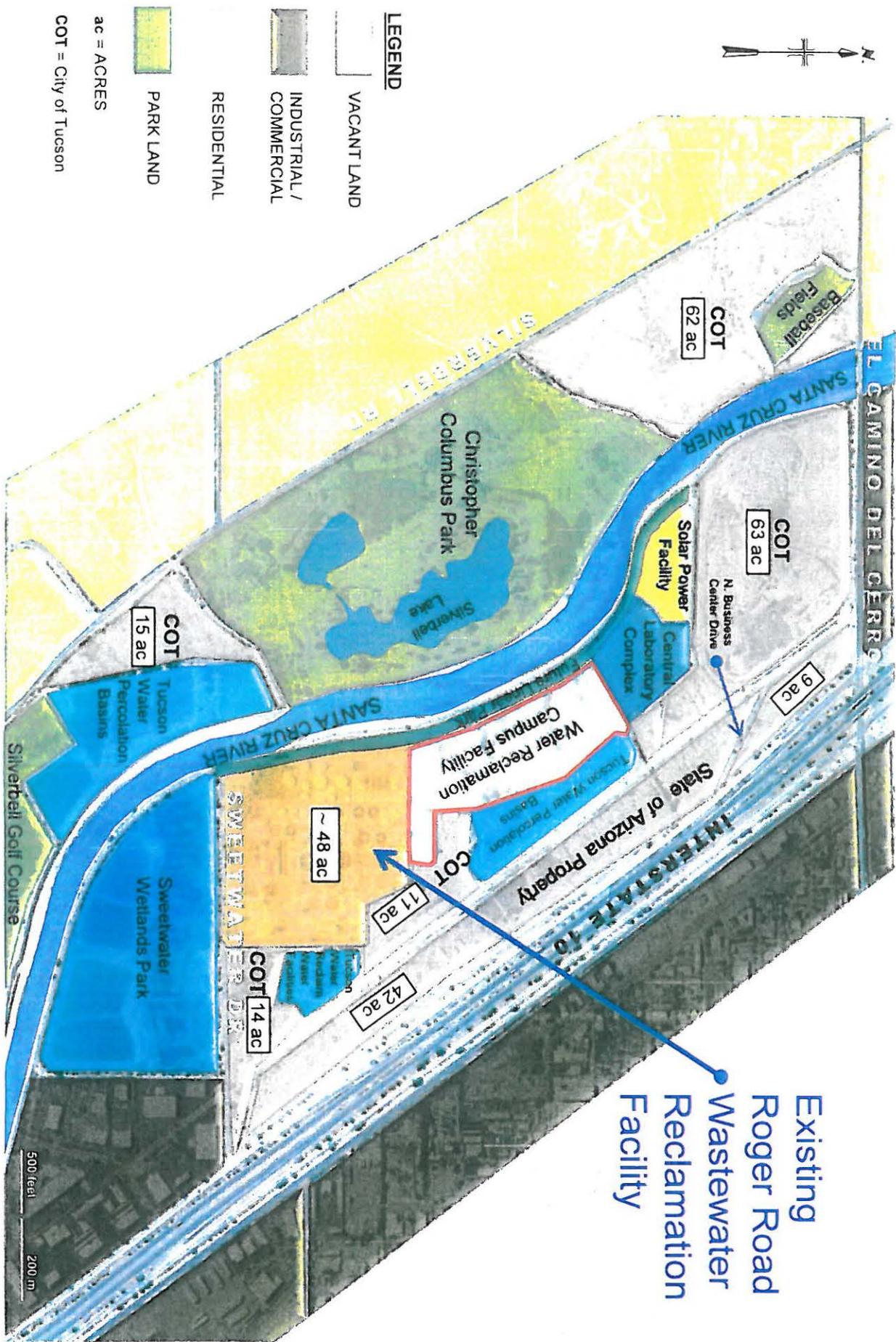
Attorney for Arizona Board of Regents on
Behalf of the University of Arizona

EXHIBIT A
(COVER SHEET)

Notation:

Exhibit A, Page 1 depicts the location of the entire tax parcel comprising the former Roger Road Wastewater Reclamation Facility (WRF) in the context of the lands surrounding it.

Exhibit A, Page 2 depicts the approximate location of the planned Nodal Park at the SW corner of the former Roger Road WRF, which area will *not* be included in the subject IGA with UA.



Existing
Roger Road
Wastewater
Reclamation
Facility

Exhibit "A"
Page 1

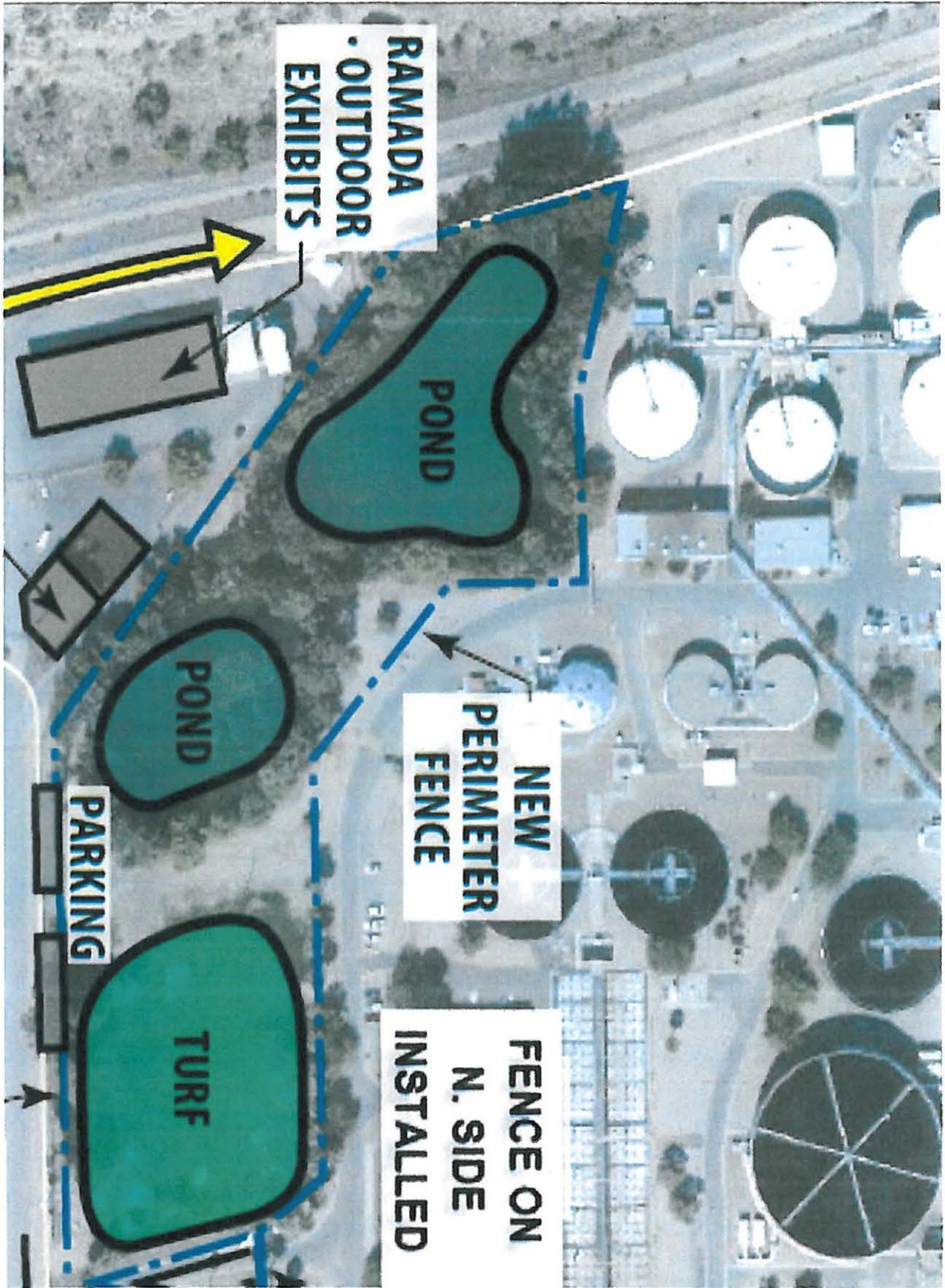


Exhibit "A"