



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

Award Contract Grant

Requested Board Meeting Date: June 12, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Arizona Board of Regents on behalf of the University of Arizona

***Project Title/Description:**

Membership in the Water and Energy Sustainable Technology Center

***Purpose:**

Support of the County's membership in WEST and WET; interdisciplinary research and development of water treatment technologies, contaminant monitoring tools, energy minimization and production, innovation education and training.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

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

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

RWRD will remain a voting member to participate and steer research projects that have the greatest impact and importance on our community.

***Retroactive:**

No.

*To: COP - Electric
Ver. - 1
Pgs - 6
(2)*

Contract / Award Information

Document Type: CT Department Code: WW Contract Number (i.e.,15-123): 18*385

Effective Date: 07/01/2018 Termination Date: 06/30/2019 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 50,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: RWRD Obligations - Directors office

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

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

*Is the Contract to a vendor or subrecipient? Vendor

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval _____

Vendor is using a Social Security Number? Yes No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

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

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

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

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

*Funding Source: _____

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

Contact: Jack Parker

Department: RWRD - CRAO - Water Campus Telephone: 724-6205

Department Director Signature/Date: Jack Parker 5/22/18

Deputy County Administrator Signature/Date: [Signature] 5/24/18

County Administrator Signature/Date: [Signature] 5/24/18

(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CT-WW-18-385</u>	
AMENDMENT NO. _____	
This number must appear on all Invoices, correspondence and documents pertaining to this contract.	

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

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

Recitals

WHEREAS, County and University (jointly, the "Parties") may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.; and

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

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

WHEREAS, University is establishing a cooperative Water and Energy Sustainable Technology Center ("WEST") with the goal of providing a research and development platform for water treatment technologies, contaminant monitoring tools, plus energy minimization and production; and

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

WHEREAS, County has been invited to become a founding member of WEST; and

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

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

Agreement

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

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

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

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

3. Membership. County agrees to contribute \$100,000 annually in support of WEST and WET and thereby becomes a Full member. Fifty thousand dollars (\$50,000) of the annual membership fee will be in the form of an "in-kind" contribution to include, but not limited to, sampling, analysis, data generation, consultation and technical expertise. The remaining fifty thousand dollars (\$50,000) will be paid in cash. The cash payment includes payment of the County's thirty thousand dollar (\$30,000) annual fee for membership in the National Science foundation WET organization.

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

Membership in WEST provides County with access to University expertise and unique and innovative technologies and equipment related to advanced wastewater treatment and real-time monitoring. WEST members will receive an annual report at the conclusion of each fiscal year by October of each year.

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

- Access to conduct research and development at UA facilities,
- Invitation to attend WEST annual meetings, workshops, short courses, technology transfer meetings, and technology conferences,
- Early access to WEST faculty publications and reports,

- Early access and advanced information leading to the selection of student interns and graduating students,
- Early access to information leading to technology transfer and facilitated licensing of WEST developed technologies, and
- Priority for WEST partnerships opportunities for external funding opportunities.

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

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

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

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

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

4. Term. This IGA shall be effective July 1, 2018 through June 30, 2019 and may be renewed for up to two additional one-year periods upon the written approval of the Director of the Pima County Regional Wastewater Reclamation Department.
5. Termination. The Parties each reserve the right to terminate this Agreement at any time and without cause by serving upon the other Party 180 days' advance written notice of such intent to terminate. In the event of such termination by County, the County's only obligation to WEST shall be payment for services rendered prior to the date of termination.

This Agreement may be terminated at any time without advance notice and without further obligation to the terminating Party when the other Party is found by terminating Party to be in default of any provision of this Agreement.

6. Indemnification. Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
7. Compliance with Laws. The Parties shall comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

8. **Non-Discrimination.** Neither Party will discriminate against any employee, client or any other individual of the other Party in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 2009-09, which is incorporated into this IGA by reference, as if set forth in full herein.
9. **ADA.** The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
10. **Severability.** If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
11. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation by County Board.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to University other than for payment for services rendered prior to cancellation. The County agrees to notify the University as soon as reasonably possible after the unavailability of said funds comes to County's attention.
13. **Non-Appropriation by State Legislature.** The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona maybe dependent upon the appropriation of funds by the Legislature of the State of Arizona. Should this Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of the agreement or cancel the agreement without further duty or obligation. The Board agrees to notify the County as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
14. **Legal Authority.** Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.
15. **Worker's Compensation.** Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of Worker's Compensation benefits for its employees.
16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between County and any University employees, or between University and any County employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties

or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

18. Arbitration. In the event of a dispute hereunder that involves the sum of Sixty-Five Thousand Dollars (\$65,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, the Parties will submit the matter to binding arbitration pursuant to the Arizona Arbitration Act, ARS 12-1501, *et seq.*, (the "Act") whose rules shall govern the interpretation, enforcement and proceedings pursuant to this paragraph. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the Parties.
19. Notice. Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a Party in writing to the other Party) :

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

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

With copies to:
County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

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

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

20. County shall not use the names of University or WEST in any advertising or promotional material without first having the proposed use approved in writing by the University's Vice President for Research or his/her designee. Neither University nor WEST shall use County's name in any advertising or promotional materials, other than as a list of current WEST membership, without the prior written consent of the Director of the County's Regional Wastewater Reclamation Department.
21. Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered, or extended except through a written amendment signed by the Parties.

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

FOR PIMA COUNTY:

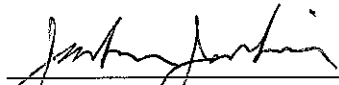
Chairperson,
Board of Supervisors

ATTEST:

Clerk of the Board

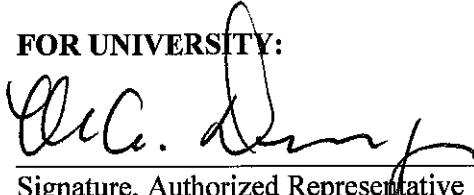
Date: _____

APPROVED AS TO CONTENT:



Director, RWRD

FOR UNIVERSITY:



Signature, Authorized Representative

Mark A. Drury

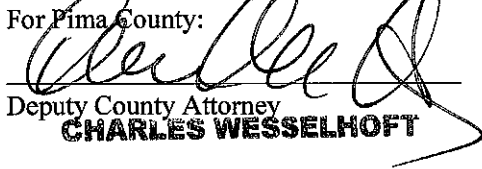
Printed Name Contracts Manager

Title

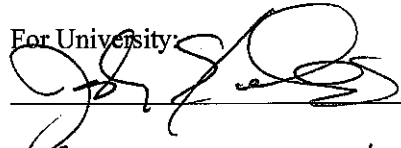
Date: 5-10-2018

Intergovernmental Agreement Determination.

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

For Pima County:


Deputy County Attorney
CHARLES WESSELHOFT

For University:


Associate General Counsel

Title