



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 10/3/23

* = Mandatory, information must be provided

or Procurement Director Award:

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

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

***Project Title/Description:**

Membership in the Water and Environmental Technology (WET) Center

***Purpose:**

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

***Procurement Method:**

This IGA is a Non-Procurement contract 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:**

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

***Retroactive:**

Yes. All signing personnel was not available to sign prior to BOS Meeting for 9/19/23.

TO: COB 9-14-23 (1)
Vers.: 1
pgs.: 6

SEP 14 23 AM 07:35 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: WWW Contract Number (i.e., 15-123): 24*092
Commencement Date: 10/01/23 Termination Date: 09/30/24 Prior Contract Number (Synergen/CMS): 22*278
[X] Expense Amount \$ 30,000 * [] Revenue Amount: \$ _____

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

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

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

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

Were insurance or indemnity clauses modified? [] Yes [X] No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [] Yes [X] No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

[] Expense [] Revenue [] Increase [] Decrease

Amount This Amendment: \$ _____

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

*Funding Source(s) required: _____

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

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

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

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

[] Match Amount: \$ _____ [] Revenue Amount: \$ _____

*All Funding Source(s) required: _____

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

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

*Funding Source: _____

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

Contact: Jeff Prevatt

Department: RWRD

Telephone: 520-724-6060

Department Director Signature: [Signature]

Date: 8/31/23

Deputy County Administrator Signature: [Signature]

Date: 9/5/2023

County Administrator Signature: [Signature]

Date: 9/5/2023

**Intergovernmental Agreement between
Pima County and the Arizona Board of Regents
for
Membership in the Water and Environmental Technology (WET) 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 (hereinafter called "University") pursuant to A.R.S. § 11-952.

Recitals

WHEREAS, the University of Arizona, Arizona State University ("ASU"), and Temple University (hereinafter called the "Center Universities"), have established a Research Center for Water and Environmental Technology (hereinafter called "Center"). The Center Universities intend to join together in a cooperative effort to support the Center to maintain a mechanism whereby the university environment can be used to perform research to advance the field and technologies of monitoring, maintenance and improvement of water quality through consideration of the levels, fate, transport, toxicity, removal, prevention, analytical methods, sensors, forensic studies and other related topics.

WHEREAS, County and University (jointly, the "Parties") may contract for services and enter 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 located within the County's Water Campus, located at 2955 W Calle Agua Nueva, thereby facilitating close cooperation between the Parties; and

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

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

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

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

1. Purpose. The purpose of this IGA is to support the County's membership in the Center. The Center is a University Center that supports interdisciplinary research and development of water treatment technologies, contaminant monitoring tools, energy minimization and production, and innovation education and training.
2. Scope. This program will strengthen the Center Universities' research and teaching capabilities. Personnel of the Center Universities shall conduct Center research, perform technology evaluation,

provide the academic and industrial community with enhanced educational capability in the field of water and environmental technologies, and facilitate information exchange and technology transfer. The research projects funded by annual payments by members as set forth in Membership (4) of this Agreement are identified hereinafter as "Center Projects."

3. Membership. County agrees to contribute \$80,000 annually in support of Center and thereby becomes a full member. Fifty thousand dollars (\$50,000) of the annual membership fee will be in the form of an "in-kind" contribution to include, but not limited to, sampling, analysis, data generation, consultation and technical expertise. The remaining thirty thousand dollars (\$30,000) will be paid in cash representing the annual fee for membership in the Center organization. Payment of these membership fees shall be made to the UNIVERSITY as one lump sum. The invoice will be sent via email to Angela Valenzuela (angela.valenzuela@pima.gov).

Membership in Center provides County with access to relevant data and research generated by University, ASU, 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 Center provides County with access to University expertise and unique and innovative technologies and equipment related to advanced wastewater treatment and real-time monitoring.

Membership in Center provides County with access to research space at the Center for County conducted pilot demonstration research.

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

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

US Mail Payment Address

UArizona - Sponsored Projects & Contracting Services
PO Box 41867
Tucson, AZ 85717

Payments should include the University's Federal Tax No. 74-2652689 (FRS # 4256620)

For FedEx or other expedited delivery, send payments to:
The University of Arizona (FRS # 4256620)
UArizona – Sponsored Projects Services
2100 E Speedway Blvd., #41867
Tucson, AZ 85717

University agrees to contribute indirect costs related to the membership of industrial and governmental members of the Center. The results of Center research will be made equally available to all sponsoring companies. Ownership of patents and copyrights that result from Center research will remain with University, as per the terms of this Agreement.

Any U.S. corporation and government organization may become a sponsor of the Center, consistent with applicable state and federal laws and statutes.

The organization and operation of Center shall be in accordance with Center bylaws established and

adopted at the first Industrial Advisory Board meeting. The bylaws, adopted in 2021, are part of this Agreement.

There will be an Industrial Advisory Board composed of one representative from each member. This board makes recommendations on;

- (a) Research projects to be carried out by Center
- (b) Apportionment of resources to these research projects, and
- (c) Changes in the bylaws.

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

- 1) Access to conduct research and pilot development opportunities at UA facilities,
 - 2) Invitation to attend Center annual meetings, workshops, short courses, technology transfer meeting, and technology conferences,
 - 3) Early access to Center faculty publications and reports,
 - 4) Early access and advanced information leading to technology transfer and facilitated licensing of Center developed technologies,
 - 5) Priority for Center partnerships opportunities for external funding opportunities.
4. Term. This IGA shall be effective October 1, 2023, through September 30, 2024, 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 the 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 Center shall be payment for services rendered prior to 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 the Laws. This agreement is made under and shall be construed and enforced in accordance with the laws of the State of Arizona, federal 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. This agreement may be subject to compulsory arbitration in accordance with applicable state law and local court rules.
 8. Non-Discrimination. The parties will comply with all provisions and requirements of Arizona

Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, religion, sex, disability or national origin.

9. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
10. 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.
11. 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 may be 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.
12. 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, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
13. Worker's Compensation. Each party will 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.
14. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will 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.
15. No Third-Party Beneficiaries. Nothing in 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.
16. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and 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):

County

Jackson Jenkins – Director
Pima County Regional Wastewater
201 North Stone Avenue, 8th Floor

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

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

For University

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

17. University reserves the right to publish in scientific or engineering journals the results of any research performed by Center. County, however, shall have the opportunity to review any paper or presentation containing results of the research program of Center prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed sixty (60) days from the date of submission to County, for proprietary reasons, provided that County makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted to County. Should the proposed publication be a student thesis or dissertation, University and County hereby agree to use their best efforts to complete all reviews of material contained therein and any necessary patent application procedures evolving therefrom in such a manner as not to impede the students' completing their requirements for graduation or completion of a degree.
18. County shall not use the names of University or Center in any advertising or promotional material without first having the proposed use approved in writing by the University's Vice President for Research or his/her designee. Neither University nor Center shall use County's name in any advertising or promotional materials, other than as a list of current Center membership, without the prior written consent of the appropriate County Official.
19. Amendment. This IGA may only be modified, amended, altered or changed by written agreement signed by the Parties.
20. Severability. If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
21. Entire Agreement. The provisions contained herein constitute the entire agreement and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject material hereof. This Agreement may not be changed, altered, or supplemented except by written amendment hereto, signed by both parties.
22. Effective Date. This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature)

IN WITNESS WHEREOF, County has caused this Intergovernmental Agreement to be executed by Chairman of its Board of Supervisors, upon resolution of the Board of Supervisors 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

Christopher J. Barnhill

Printed Name

Contracts Manager

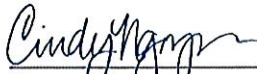
Title

Date: August 28, 2023

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the University of Arizona has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys for the respective Parties, who have determined that it is a 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

Cindy Nguyen

Printed Name

For University



Associate General Counsel

Title