



---

# Board of Supervisors Memorandum

---

February 5, 2013

**Intergovernmental Agreement with The University of Arizona for Joint Planning  
for a Geotourism Center Near Tumamoc Hill**

**Background**

This intergovernmental agreement (IGA) with The University of Arizona (UA) to jointly plan for a geotourism center near Tumamoc Hill helps further the goals of the County's economic development plan to revitalize tourism that was recently approved by the Board. It also builds on the outcome of a workshop held in November 2011 at the UA that was jointly organized by the College of Social and Behavioral Sciences and Pima County.

The "Oasis Initiative" Workshop was convened to develop a new, compelling vision for integrating traditional knowledge, skills and practices from centuries of preceding desert communities into a sustainable future for the deserts of North America. The oasis concept challenged tribal, municipal, county, university and nonprofit entities to collaborate at an unprecedented scale to 1) establish a facility near downtown Tucson that will provide an introduction to the unique natural and cultural character of Tucson and the Sonoran Desert; 2) establish a traditional knowledge database for the Tucson Desert Oasis; and 3) reconstruct one or several demonstration sites of Sonoran Desert oases on the Santa Cruz River floodplain.

Jointly working with the UA to develop a concept for a comprehensive facility near downtown Tucson will serve to capitalize on the iconic nature of Tumamoc Hill and its floodplain surroundings that evoke southern Arizona's enduring cultural history and Sonoran Desert setting. It would serve as a readily accessible orientation center for celebrating the over 4,000-year history and living traditions of desert cultures in the Tucson Basin and beyond and would become a living museum of ideas. As a hub for geotourism in the region, it would also provide links to a host of destinations and several reconstructed oases, which could serve as demonstration sites, along the Santa Cruz River. The chain of oases along the Santa Cruz River would then be linked through heritage tourism, research, education and training to a virtual oasis network that would include communities elsewhere in the North American deserts.

The Honorable Chairman and Members, Pima County Board of Supervisors  
**IGA with the UA for Joint Planning for a Geotourism Center Near Tumamoc Hill**  
February 5, 2013  
Page 2

Recommendation

I recommend the Board of Supervisors approve this intergovernmental agreement with The University of Arizona as one strategy for advancing our efforts to enhance economic development in our community by revitalizing tourism in our region.

Respectfully submitted,



C.H. Huckelberry  
County Administrator

CHH/mjk – January 24, 2013

Attachment

c: Linda Mayro, Director, Sustainability and Conservation

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN PIMA COUNTY  
AND  
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA  
COLLEGE OF SOCIAL AND BEHAVIORAL SCIENCE**

This Intergovernmental Agreement (Agreement) entered by and between the Arizona Board of Regents (ABOR), acting for the University of Arizona College of Social and Behavioral Sciences (University), and Pima County (County), a political subdivision of the State of Arizona, collectively “the Parties,” for the purpose of establishing a cooperative effort to share a research staff appointment for the “Tucson Desert Oasis Initiative.”

Recitals

**WHEREAS**, in accordance with A.R.S. §11-952 and §41-2632, the County and University are expressly authorized to enter into intergovernmental agreements and cooperative agreements for the provision of personnel; and

**WHEREAS**, pursuant to A.R.S. §11-254.04, County may appropriate and spend public monies for and in connection with activities that the Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants; and

**WHEREAS**, the Pima County Board of Supervisors adopted the “Pima County Economic Development Plan 2012-2014” (Plan) on November 13, 2012, that recommends “fostering a collaborative environment in which the private sector, local governments, educational institutions and nonprofit agencies work together to stabilize and expand the local economy;” and

**WHEREAS**, the creation of a Regional Visitors Center associated with Tumamoc Hill is identified in the Plan as a key opportunity to revitalize tourism in the region, and

**WHEREAS**, Tumamoc Hill is a significant archeological, cultural and scientific treasure of the Southwest that is owned by the University of Arizona with other land ownership of the County and City of Tucson in immediate proximity; and

**WHEREAS**, the Tucson Desert Oasis Workshop jointly sponsored in November 2011 by the University and County defined the Tucson Desert Initiative as a collaborative project to create an educational and geo-tourism center associated with Tumamoc Hill and its environs to showcase the historic, cultural, and scientific importance of the Santa Cruz River Valley, and

**WHEREAS**, the University and County wish to cooperate in providing coordinated research and planning and for the Tucson Desert Oasis Initiative – a joint effort between

the University and County to develop an educational and tourism center focused on how traditional knowledge, practices, and skills, together with modern ideas and technologies can advance sustainable living in arid regions, and is willing to jointly fund this effort.

**NOW THEREFORE**, the University and County agree as follows:

**1. Term of Agreement:**

- a. This Agreement is established for a two year period beginning on January 1, 2013 and ending on December 31, 2014, subject to the termination provisions in this Agreement.
- b. The Parties may extend this Agreement through a written amendment signed by both the University and County.

**2. Purpose and Scope of Work:**

The purpose and scope of work for this Project is the development and staffing of the Tucson Desert Oasis Project which is designed to facilitate the County's economic development efforts in revitalizing tourism in the region.

3. **Funding:** The total cost to provide these services is \$41,720 annual as shown in **Exhibit A**. The Parties hereby agree that these costs will be borne equally by University and County and will be paid on a semester basis.
  - a. The University shall submit an invoice for \$10,430.00 to the County at the beginning of each semester and County shall pay each invoice within 30 days of receipt from the University.
  - b. Checks shall be made payable only to The University of Arizona and shall identify this Agreement in the University invoice. Checks shall not be made payable to or identify any specific individual. Payments shall be sent to the following address:

Arizona Board of Regents,  
University of Arizona  
PO Box 3520  
Tucson, AZ 85722-3520  
520-626-6000 (phone)  
sponsor@email.arizona.edu

University of Arizona EIN number is 74-2652689.

University Tucson Desert Oasis Project Account is 4206420

**4. University's Responsibilities:**

- a. University will provide the services described in **Exhibit B** under the supervision and direction of Dr. John Paul Jones III, Dean of the College of Social and Behavioral Sciences at the University of Arizona.
- b. University shall fund 50 percent of a full-time Post-Doctoral Research Associate position, as well as hire and administer the appointment of this position in the College of Social and Behavioral Sciences for research,

planning, and other tasks and services for the Tucson Desert Oasis Initiative.

- c. University agrees to provide such services and resources as may be necessary to the County, including but not limited to, organization of a local steering committee and international advisory board, develop website, conduct research, prepare grant proposals, work with County and other stakeholders to identify existing attractions and sites that promote education based tourism including natural resources, archaeology, cultural, historic, as well as scientific research in water harvesting, agriculture, ecosystems and climatology, and development of a concept plan for programming of such a tourism center.
- d. University shall furnish facilities and such other equipment as may be reasonably required to perform this Agreement.

#### **5. County's Responsibilities:**

- a. County agrees to fund 50 percent of a full-time position of a post-doctoral research associate to be hired by the College of Social and Behavioral Sciences for research and planning for the Tucson Desert Oasis Initiative.
- b. County shall pay each invoice submitted by University not to exceed \$10,430.00 per semester within 30 days of receipt of said invoice from the University.

#### **6. Property Administration**

Upon termination of this Agreement, any equipment, material, or supplies remaining in stock will become the property of University.

#### **7. Insurance and Liability**

Both Parties are self-insured under the Arizona State Risk Management Program which maintains general liability insurance and workmen's compensation coverage as required by state law and pertinent federal laws and regulations. It is understood, however, that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other.

#### **8. Intellectual Property Rights**

Title to any trade secrets, inventions, developments, or discoveries, works of authorship, whether patentable or not (collectively referred to as "Intellectual Property"), resulting directly from the Scope of Work, shall be allocated according to applicable employment contracts and U. S. Patent Law (Title 35 U. S. Code) and U. S. Copyright Law (Title 17 U. S. Code) in effect at the time the Intellectual Property was created. For that Intellectual Property determined to be solely owned by University, the County is granted an option to negotiate a license, on reasonable terms, to such Intellectual Property, such option to be exercised within six (6) months of notification of the Intellectual Property. For that Intellectual Property determined to be jointly owned by County and University, an exclusive option is provided to County to negotiate for an exclusive license, on reasonable terms, to University's rights, such option to be exercised with six (6) months of notification of the Intellectual property. For that Intellectual Property determined to be solely owned by County, University shall claim no rights. County is granted a non-

exclusive license, for internal use only, to all original works developed within the Scope of Work for which University owns the copyright.

9. **Termination**

University may terminate this Agreement at any time upon thirty (30) days written notice to County, if: (a) funding for providing the services is no longer available; or (b) performance of the services is substantially completed; or (c) if circumstances beyond its control preclude continuation of the Agreement. County may terminate this Agreement at any time upon ninety (90) days written notice to University if circumstances beyond its control preclude continuation of the Agreement. County shall pay for all services that University provides up until termination of the Agreement. In the event that either Party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other Party hereto, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other Party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

10. **Arbitration**

The Parties agree that any dispute arising under this agreement shall be resolved by the executive officers of each party, and may be submitted to mediation with a mediator selected by mutual agreement in the event the executive officers reach an impasse on the issue in dispute.

11. **Conflict of Interest**

This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

12. **State Obligation**

The Parties recognize that the performance by the Arizona Board of Regents on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, or if funding otherwise becomes not legally available, 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 come to the Board's attention.

13. **Notices**

Notices shall be in writing and deemed effective when sent, postage prepaid to:

PIMA COUNTY:

Pima County Cultural Resources Department  
201 North Stone, Sixth Floor  
Tucson, AZ 85701

UNIVERSITY:

The University of Arizona  
Office of Research & Contract Analysis  
888 N. Euclid Avenue  
Tucson, AZ 85721-0158  
Phone (520) 626-3050

14. **General Provisions**

a. Compliance

The Parties agree to comply with the provisions of applicable State and Federal regulations governing Equal Employment Opportunity and Non-discrimination and Immigration.

b. Non-competition

This Agreement shall not involve competition with local business units that generally offer similar goods and services.

c. Independence

Permission to use University facilities and other resources under this Agreement does not constitute endorsement by the University of the County's products, services, views, or objectives.

d. Audit

County agrees that all books, records, accounts and report files relating to this Agreement shall be subject at all reasonable times to inspection and audit pursuant to A.R.S. §35-214 by the Arizona Board of Regents, University of Arizona or Auditor General of the State of Arizona for five (5) years after completion of this Agreement.

e. Entire Understanding

This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter hereof.

f. Waiver, Amendment, Modification

No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by the Parties. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

g. Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided that this Agreement shall be binding upon and inure to each Party's respective successors in interest.

h. Choice of Law

This Agreement shall be interpreted pursuant to the laws of the State of Arizona. Any arbitration or litigation between the Parties shall be conducted in Pima County, Arizona, and County hereby submits to venue and jurisdiction in Pima County, Arizona.

i. Severability

If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

j. Independent Contractors

The Parties are deemed independent contractors and may not bind the other, except as provided for herein or authorized in writing by the other Party.

k. Scrutinized Business Operations

Pursuant to A.R.S. §§35-391.06(A) and 35-393.06 (B), County certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in A.R.S. §§35-391(15) and 35-393(12), respectively.

**PIMA COUNTY**

**ARIZONA BOARD OF REGENTS  
University of Arizona**

\_\_\_\_\_  
Ramon Valadez, Chair  
Board of Supervisors

  
\_\_\_\_\_  
Lee Anne T. Peters  
Contract Officer

\_\_\_\_\_  
Date

1/24/13  
\_\_\_\_\_  
Date

**ATTEST**

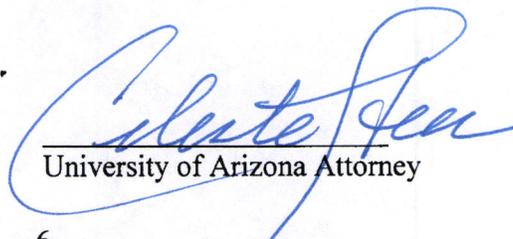
\_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Pima County Office of Sustainability & Conservation

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
University of Arizona Attorney



**Exhibit B**  
**Scope of Work**

**University and County Work Statement for Tucson Desert Oasis Initiative**

**A. Program Overview**

University shall appoint one full time Post-Doctoral Research Associate to be housed at the College of Social and Behavioral Sciences to work jointly with the University and County in furthering the development of the Tucson Desert Oasis Initiative.

**B. Program Goals**

1. University and County will work jointly to develop the Tucson Desert Oasis Initiative to as a means of promoting research geo-tourism in the Santa Cruz Valley.
2. Assist in Pima County's economic development efforts in revitalizing tourism in the region.
3. Coordinate with other local and international stakeholders involved in research in how traditional knowledge, practices, and skills can be integrated with modern ideas and technologies to advance sustainable living in arid regions.

**C. Program Activities and Services**

1. Review and draft a summary of the 2011 Oasis Workshop to update and inform participants of the project direction.
2. Organize a local steering committee to direct Tucson Desert Oasis research; develop a mission statement, administrative responsibilities, products, and public outreach.
3. Collaborate with County and University stakeholders to define goals and communicate Tucson Desert Oasis Initiative goals and objectives to build support within the University and local community.
4. Identify local and international researchers and stakeholders such as the International Traditional Knowledge Institute and others involved in similar efforts that might serve as future advisors or collaborators.
5. Collaborate with County and University stakeholders to identify existing suitable attractions as a network of places where geo-tourism can be promoted for educational and economic development purposes.
6. Collaborate with County, University, other local jurisdictions as well as regional non-profit organizations to promote the conservation and demonstration of how traditional knowledge and modern technology can better enable people to live more sustainably in arid regions.
7. Launch and maintain a Tucson Desert Oasis Initiative website to describe goals and progress of the project to a local audience with a view toward an international audience, announcing workshops, events, and how to support the project.
8. Develop a concept and programming for a future geo-tourism "hub" or visitor center near the base of Tumamoc Hill that will showcase education-based tourism including natural resources, archaeology, cultural, historic, as well as how traditional knowledge can inform how to live more sustainably in arid regions.