



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 7/25/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Pima County Community College District

***Project Title/Description:**

To provide educational and training services to Commissioned and Corrections recruits.

***Purpose:**

To establish the framework with which Pima County Community College will provide educational and training services for the benefit of the Pima County Sheriff's Department recruits in relevant academic field.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To provide eligible Pima County Sheriff Department employees participation for credit courses and support courses for the credential programs in the area of Law Enforcement. In exchange for educational services, the Sheriff's Department will allow Pima County Community College District to use space at the Pima County Sheriff's Department Training Center for classes scheduled.

***Public Benefit:**

To provide educational credits to Pima County Sheriff's Department Commissioned and Corrections recruits.

***Metrics Available to Measure Performance:**

Number of Commissioned and Corrections recruits that successfully complete the certifications of credential programs.

***Retroactive:**

Yes. Since April 2023 the Sheriff's Department has been working with Pima County Community College District reviewing the pending IGA. Pima County Community College District approved the IGA on 6/26/2023 and the Sheriff's Department received the IGA on 6/27/2023. Due to the length of time that it takes for the Department and County processes, the first eligible Board of Supervisor meeting is on 7/25/2023. If this award is rejected, Commissioned and Corrections recruits will not receive educational course credit.

To CoB: 7/7/23
Ver: 1
PSP: 6(1)

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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: CTN Department Code: SD Contract Number (i.e., 15-123): 23*203
Commencement Date: 07/01/2023 Termination Date: 06/30/2025 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ 0.00 * ☐ Revenue Amount: \$ 0.00

*Funding Source(s) required: N/A

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

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

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

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 22-10.

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: Bonnie Schaeffer

Department: Sheriff

Telephone: 520-351-6374

Department Director Signature: Julia Gates

Date: 7/5/2023

Deputy County Administrator Signature: [Signature]

Date: 7/5/2023

County Administrator Signature: _____

Date: 7/5/2023



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("**Agreement**") is made and entered by and between Pima County Community College District ("**College**"), and Pima County Sheriff's Department ("**Agency**"). College and Agency may be referred to herein individually as a Party ("**Party**") and collectively as the Parties ("**Parties**").

RECITALS

College is a 2-year community college authorized to develop and provide educational courses and training programs. College is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("**ARS**") §§ 11-952, 15-401, and 15-1444. Agency is a public agency of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 48-805.

PURPOSE

The purpose of this Agreement is to establish the framework within which College will provide educational and training services for the benefit of Agency, and the framework within which Agency will provide practical experiences to College students.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. TERM OF THE AGREEMENT

The Term ("**Term**") of this Agreement shall commence on July 1, 2023, and end on June 30, 2025. This Agreement may be renewed by the written agreement of the Parties for a term not to exceed the original term of this Agreement.

2. DESCRIPTION OF SERVICES

- A. College will provide for-credit and support courses in the areas of law enforcement and corrections academic fields ("**Educational Services**") to eligible employees of the County Sheriff's Department and to the participants of the Deputy Academy operated by the Sheriff's Department (collectively "**Students**") under the Community Partnership Program described in Attachment 1, which is attached to and made part of this Agreement.
- B. College-approved adjunct faculty will instruct courses at an HLC-approved location at Agency's sole expense and Agency may send its Students to eligible courses under the Community Partnership Program. College will provide eligible Students credit towards certifications and/or credentials for approved core and support courses for the credentialed programs in the area of Law Enforcement.

3. SCOPE OF THE RELATIONSHIP

Nothing in this Agreement will be construed as establishing a partnership, joint venture, or similar relationship between College and Agency, and nothing in this Agreement will be construed to authorize either Party to act as an agent for the other.

4. EMPLOYEES

Each Party's employees shall remain under the exclusive direction and control of their respective employer, and no employee of each Party shall be considered an employee or joint employee of the other Party. Each Party's employees shall not be entitled to employment benefits or any other compensation from the other Party.

5. FEES; PAYMENTS

None.

6. TERMINATION

Notwithstanding the Term, either Party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party. Additionally, the Parties understand that the continuation of the Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the respective governing bodies of the Parties. Each Party shall notify the other Party in writing as soon as reasonably possible after the unavailability of funding comes to its attention. Upon termination, this Agreement shall become null and void except for any payments required to compensate a Party for expenses which that Party has reasonably and necessarily incurred prior to receiving the other Party's notice of termination. Upon expiration or termination of this Agreement, any personal property used by the

Parties in performing under or administering this Agreement shall remain the property of the purchasing Party.



7. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party, and the other Party's employees, officers, and agents, from and against any and all claims (including, but not limited to, intellectual property infringement), damages, losses, liabilities, expenses (including all expenses associated with litigation up through final appeal, and costs (including all court costs up through final appeal) arising out of or resulting from any negligent or intentional act, willful misconduct, omission, violation of applicable law, or breach of this Agreement by the indemnifying Party or any party acting at its direction or on its behalf. Each Party expressly reserves the right to retain separate counsel at its own expense to participate in the defense or settlement of such claims.

8. MISCELLANEOUS

A. Entire Agreement; Amendments; Assignments

This document, including all Attachments, constitutes the entire agreement between the Parties. This Agreement shall not be modified, amended, or extended except by written amendment signed by both Parties. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

B. Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the Party granting the waiver. A waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will not be construed as a waiver of any earlier or later breach of the same term or as a waiver of the term itself. A non-breaching Party's continued performance after a breach, failure to give notice of a breach, or failure to enforce or exercise a right under this Agreement will not be deemed a waiver of the breach.

C. Warranty

Each Party hereby represents and warrants to the other Party that (i) such Party has the right, power, and authority to enter into this Agreement and to full perform all its obligations hereunder; and (ii) the making of this Agreement does not violate any Agreement existing between such Party and any third party.

D. Compliance with All Laws

The Parties shall comply with the requirements of all state and federal rules and regulations, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401. Neither Party shall discriminate against any person on any basis prohibited under state or federal law.

E. Notices

A notice or other communication under this agreement will be effective if it is in writing and received by the Party to which it is addressed. It will be deemed to have been received as follows: (a) if a paper copy is delivered by a delivery organization that allows users to track delivers, upon receipt as stated in the tracking system; (b) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; and (c) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver. For a notice under this Agreement to be valid, it must be addressed using the information below for that Party or any other information stated by that Party in a notice in accordance with this section.

For College:

Pima County Community College District
Attn: Contract Services
4905 E. Broadway Blvd., D-232
Tucson, AZ 85709
With copy to:

Pima County Community College District
Attn: General Counsel's Office
4905 E. Broadway Blvd., C-232
Tucson, AZ 85709

For Agency:

Pima County Sheriff's Dept.
Attn: Bonnie Schaeffer,
Principal Finance Accountant
1750 E. Benson Hwy.
Tucson, AZ 85714
(520) 351-6374

F. FERPA; Educational Records

Any educational records provided pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be disclosed except as provided by law, including the Family Educational



Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

G. **Confidentiality**

If, during the Term, Agency is provided with access to Student records, assessments, attendance reports or any other documentation of a private or confidential nature ("Confidential Information"), Agency shall not disclose Confidential Information except to College, College Representative, and Agency's employees participating in the Program.

H. **Governing Law and Venue**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in Pima County, Arizona.

I. **Force Majeure**

Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, war, terrorism, riots, pandemics, epidemics, or acts of God.

J. **Arizona Revised Statutes**

College is a public entity of the State of Arizona and its agreements, including this Agreement, are subject to the Arizona Revised Statutes and, as such, this Agreement is subject to, but not limited to, A.R.S. §§ 12-133 and 38-511.

IN WITNESS THEREOF, the Parties to this Agreement have executed and delivered this Agreement on the date hereof.

Pima County Community College District

By: Dolores Duran-Cerda

Signed: 6/26/2023

Print: Dolores Duran-Cerda

Title: Exe. Vice Chancellor and Provost

Date:

Pima County Sheriff's Department

By: Chris Nanos

Print: Chris Nanos

Title: Pima County Sheriff

Date:

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each party has determined that this Agreement is in proper form and is within the powers and authority granted to each respective party under the laws of the State of Arizona.

Jeff Silvyn

College Legal Counsel Signed: 6/22/2023

Print Name: Jeff Silvyn

Date:

Agency Legal Counsel

Sean Holguin

Print Name: **SEAN HOLGUIN**

Date: **6/27/23**

Attachments:

Attachment 1 – Community Partnership Program



ATTACHMENT 1

COMMUNITY PARTNERSHIP PROGRAM

1. NAME OF SERVICES

Community Partnership Program

2. DESCRIPTION OF SERVICES

- A. College will provide for-credit and support courses in the areas of law enforcement and corrections academic fields ("**Educational Services**") to eligible employees of the County Sheriff's Department and to the participants of the Deputy Academy operated by the Sheriff's Department (collectively "**Students**") under the Community Partnership Program.
- B. College-approved adjunct faculty will instruct courses at an HLC-approved location at Agency's sole expense and Agency may send its Students to eligible courses under the Community Partnership Program. College will provide eligible Students credit towards certifications and/or credentials for approved core and support courses for the credentialed programs in the area of Law Enforcement.
- C. College may only provide credit to eligible Students from approved agencies participating in the Community Partnership Program. Support courses are not inclusive of general education courses.

3. PAYMENTS; FUNDING

- A. No moneys will be exchanged between the Parties. Each Party will be responsible for funding and maintaining a budget for any aspect of the Community Partnership Program for which that Party is responsible.
- B. No tuition money will be paid by Agency or its Students to College for participation in Educational Services under this Agreement. Agency understands that its Students may be responsible for costs of textbooks, course fees, and any other fees deemed reasonably necessary by College to participate in a particular course.

4. RESPONSIBILITIES OF AGENCY

Agency shall:

- A. Appoint a liaison who will work with College's liaison to facilitate execution of Educational Services.
- B. Submit to College's liaison a list of eligible Agency Students scheduled to enroll into Educational Services during the session in writing prior to the commencement of any academic session.
- C. Require Agency Students to comply with College policy titled "The Student's Rights and Responsibilities".
- D. If Agency provides an instructor for any Educational Services under this Agreement ("**Agency Instructors**"), then Agency shall:
 - i. Ensure that Agency Instructors are College adjunct certified and experienced in the appropriate subject area;
 - ii. Require Agency Instructors to participate in College's instructors' evaluation processes, and to remove any such instructor from the Community Partnership Program when College deems it necessary or appropriate to do so;
 - iii. Require Agency Instructors to comply with applicable College curriculum standards, to utilize an attendance and grading system approved by College, and to issue attendance reports and final grades in compliance with College guidelines and established timeframes;
 - iv. Require compliance by Agency Instructors with College's "Adjunct Instructors Guidebook".
- E. For any class scheduled to take place on Agency property, provide instructional facilities that are reasonably acceptable to College and accommodate site visits by College.
- F. Request up to two (2) Law Enforcement Academies per year during the term of the agreement which will include a maximum of twenty-two (22) Students per academy.
- G. Request up to three (3) Correction Academies per year during the term of the agreement which will include a maximum of twenty (20) Students per academy.
- H. In the event courses provided by College have available seats unfilled by the Agency's Employees, employees not covered by this Agreement as well as other College students may be enrolled and attend such courses on an open- enrollment basis ("**Open Enrollment**").
- I. Deadlines and progress reports: Agency shall submit in writing a list of eligible Students scheduled to enroll into Educational Services no later than the day of registration. Failure to do so will result in the disallowance of enrollment for the Students.
- J. Location for classes for Community Partnership: Classes under this Community Partnership Attachment will be held at Pima County Sheriff's Department Training Center located at 1250 W. Silverlake, Tucson, AZ 85713.



K. Student Eligibility: The participation of each Student in Educational Services under this Agreement is conditioned upon such Student's maintaining good standing with College and Agency, as mandated by each party's applicable rules and policies.

5. RESPONSIBILITIES OF COLLEGE

College shall:

- A. Develop curriculum and instructional design, with advice and input of Agency that meet Agency's educational needs and adhere to College's educational and training standards.
- B. Provide a liaison and program coordination to Agency to facilitate the execution of Educational Services.
- C. Certify, evaluate, and supervise all College Instructors that may provide instruction in Educational Services under this Agreement.
- D. Provide administrative support, including supervision, coordination, and direction, to all appropriate instructional staff, instructors, and instructional aides.
- E. Provide support services to Agency Students, including assistance with application and registrations processes, assessment advising, academic advising, financial aid advising and counseling, transcript evaluation, and graduation checks, if applicable.

Record of Signing

Dolores Duran-Cerda

Signed on 2023-06-26 23:09:46 GMT

Jeff Silwyn

Signed on 2023-06-22 20:06:09 GMT

PIMA COUNTY

Chair, Board of Supervisors

Date

Clerk of the Board

Date