



Contract Number: CT-SD-14*221
Effective Date: 7-1-13
Term Date: 6-30-18
Cost: /
Revenue: /
Total: / NTE: /
Action: 4-1-18
Renewal By: /
Term: 6-30-18
Reviewed by: /

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 12/17/13

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This agreement is between the Pima County Sheriff's Department and the Pima County Community College District to clarify the terms of the Educational Courses and/or Training Programs between the two agencies. Together, Pima County Community College and Pima County Sheriff's Department will implement and administer the educational courses and/or training programs for Recruit Deputies and Corrections Officers.

The IGA commences on 07/01/13 and expires on 06/30/18, with 4 options to renew.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

CORPORATE HEADQUARTERS: _

Page 1 of 2

To: CoB- 12-4-13
Agenda 12-17-13
(2)

Invoice Dept 11/25/13 PM03:33

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$ 0.00 and/or REVENUE TO PIMA COUNTY: \$ 0.00

FUNDING SOURCE(S):

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

| | | | | |
|--|--------------------------|-----|-------------------------------------|----|
| | <input type="checkbox"/> | YES | <input checked="" type="checkbox"/> | NO |
|--|--------------------------|-----|-------------------------------------|----|

Board of Supervisors District:

| | | | | | | | | | | | |
|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|-----|-------------------------------------|
| 1 | <input type="checkbox"/> | 2 | <input type="checkbox"/> | 3 | <input type="checkbox"/> | 4 | <input type="checkbox"/> | 5 | <input type="checkbox"/> | All | <input checked="" type="checkbox"/> |
|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|-----|-------------------------------------|

IMPACT:

IF APPROVED:

IF DENIED:

DEPARTMENT NAME: Pima County Sheriff's Department

CONTACT PERSON: Bonnie Schaeffer TELEPHONE NO.: (520) 351-6374

| | |
|---|--|
| CONTRACT | |
| NO. <u>CT-SD. 140000000000000000 221</u> | |
| AMENDMENT NO. _____ | |
| This number must appear on all Invoices, correspondence and documents pertaining to this contract. | |

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
EDUCATIONAL COURSES AND/OR TRAINING PROGRAMS

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF EDUCATIONAL COURSES AND/OR TRAINING PROGRAMS ("Agreement") is entered into by and between PIMA COUNTY on behalf of the Pima County Sheriff's Department (the "AGENCY") and PIMA COUNTY COMMUNITY COLLEGE DISTRICT (the "COLLEGE").

The following events have resulted in the execution of this Agreement:

- A. The COLLEGE is authorized to develop and provide educational courses and training programs; and
- B. The AGENCY desires to provide educational courses and/or training program(s) to designated individuals (referred to herein as students); and
- C. The AGENCY and the COLLEGE mutually desire to enter into this Agreement to implement and administer the educational courses and/or training program(s) described below.

Therefore, the AGENCY and the COLLEGE agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to establish the framework within which the COLLEGE may operate educational programs for the benefits of individuals identified by the AGENCY and set out the understanding of both parties as to their mutual responsibilities and rights regarding these programs. The attached Addendum No. 1, which is hereby incorporated into this Agreement by this reference along with any future Addenda, describes a program to be offered. The COLLEGE and the AGENCY may add other programs to this Agreement by mutually agreeing upon and approving additional Addenda that outline specific programmatic scope of work and financial considerations.

ARTICLE II. TERM OF AGREEMENT AND TERMINATION

- A. The term of this Agreement shall commence on the 1st day of July, 2013 and expire on the 30th day of June, 2018. Thereafter, this Agreement may be extended for up to four additional one-year periods by written approval of both parties. Throughout the duration of this Agreement, continuation of the Agreement from one fiscal year to the next shall be contingent upon the obligation of sufficient funding by the governing bodies for AGENCY and COLLEGE.
- B. Either party may at any time cancel this Agreement or any renewal thereof, with or without cause, by giving thirty (30) days' advance written notice to the other party, which notice period shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, 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 notice of the other parties' intent to terminate.

ARTICLE III. SPECIFICATION OF EDUCATIONAL COURSES AND/OR TRAINING PROGRAM(S) AND FINANCIAL ARRANGEMENTS RELATED THERETO

- A. The educational courses and/or training program(s) to be provided by the COLLEGE pursuant to this Agreement shall be as set forth in Addendum #1 and in future Addenda, if any.
- B. The specific financial arrangements, if any, relating to the educational courses and/or training program(s) provided by the COLLEGE pursuant to this Agreement shall be as set forth in Addendum #1 and in future Addenda, if any.

ARTICLE IV. OBLIGATIONS OF THE COLLEGE

THE COLLEGE AGREES:

- A. To provide curriculum and instructional design, with the advice and input of the AGENCY, for the education and/or training of individuals identified by the AGENCY. All curriculum and instruction is under the control of the COLLEGE.
- B. To provide administrative support for the educational and/or training activities provided pursuant to the terms of this Agreement, including but not limited to supervision, coordination and direction to all appropriate instructional staff, faculty and instructional aides.

ARTICLE V. OBLIGATIONS OF THE AGENCY

THE AGENCY AGREES:

- A. To identify individuals, referred to herein as students, to attend the educational courses and/or training program(s) provided by the COLLEGE pursuant to this Agreement. The only students eligible for this program are direct employees of the AGENCY.
- B. To pay to the College, in a timely fashion, any tuition and fee payments and/or training costs as required by Addendum #1 and any future Addenda, if any.

ARTICLE VI. STANDARD PROVISIONS

- A. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto.
- B. To maintain eligibility, students must be in good standing with both the COLLEGE and the AGENCY throughout the duration of the program.
- C. The parties to this Agreement agree that they will not unlawfully discriminate against any employee or applicant due to race, color, religion, sex, age, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.
- D. COLLEGE is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S. § 11-951 et seq. and A.R.S. §15-1444; the AGENCY is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S. § 11-951 et seq.

- E. If any or all of the instructors for the educational courses and/or training program(s) referenced herein will be AGENCY employees, the AGENCY agrees:
1. To provide program instructors who are properly certified and/or experienced in the appropriate subject areas.
 2. To require such instructors to participate in COLLEGE faculty evaluation processes, and to remove any such instructor from the program when the COLLEGE deems it necessary or appropriate to do so.
 3. To require such instructors to comply with applicable COLLEGE curriculum standards, to utilize a grading system approved by the COLLEGE, and to issue final grades in compliance with COLLEGE guidelines and COLLEGE established timelines.
 4. To require application of the COLLEGE'S "Adjunct Faculty Guidebook" to program instructors.
 5. To require application of the COLLEGE policy entitled "The Student's Rights and Responsibilities" to students enrolled in program courses or activities.
 6. To maintain student records in compliance with the Family Educational Rights and Privacy Act and to provide copies of such student records to the COLLEGE when requested.
- F. If any of the educational courses or training activities is scheduled to occur on property controlled by the AGENCY, the instructional facilities utilized by the AGENCY shall be reasonably acceptable to the COLLEGE, and the AGENCY agrees to accommodate site visits by COLLEGE representatives at a frequency deemed appropriate by the COLLEGE.
- G. Each party will be responsible for funding and maintaining a budget for any aspect of the program for which that party is responsible. Upon termination of this Agreement, equipment furnished or purchased by the COLLEGE for the program shall be retained by the COLLEGE, and equipment furnished or purchased by the AGENCY shall be retained by the AGENCY.
- H. If, during the course of the Agreement period, AGENCY is provided with access to confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, AGENCY shall handle and store such information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Upon expiration or termination of the Agreement period, AGENCY shall ensure that all confidential information acquired is either (i) promptly returned to PCC or (ii) continued to be maintained in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period. The obligations of this paragraph shall survive the termination of the Agreement.
- I. The Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, shall be submitted to arbitration to be held in Pima County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et seq. The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association; provided, however, that nothing in this Agreement requires the parties to use the services of the American Arbitration Association to conduct the arbitration. In the event either party institutes arbitration under this Agreement, the party prevailing shall be entitled, in addition to all other relief, to an award of reasonable attorneys' fees. The non-prevailing party shall be responsible for all costs of the arbitration, including but not limited to, arbitration fees, court reporter fees, etc. The decision of the arbitrator shall be final and binding upon the parties.

- J. The AGENCY agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of the AGENCY arising out of the AGENCY's activities under this Agreement. The COLLEGE agrees to indemnify and hold harmless the AGENCY from all injuries to persons or property caused by acts or omissions of the COLLEGE arising out of the COLLEGE's activities under this Agreement. This indemnification provision shall survive termination of the Agreement.
- K. COLLEGE employees participating in this program shall not be considered to be employees of the AGENCY, and AGENCY employees shall not be considered employees of the COLLEGE. Except as provided in A.R.S. § 23-1022.D, nothing in this Agreement or its performance shall be construed to result in any person being deemed to be an officer, agent, or employee of either party when such person, absent this Agreement and its performance, would not have such status.
- L. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:
- The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- M. In accordance with A.R.S. § 35-391 and 35-393, each of the parties to this Agreement hereby certifies that it (1) is not in violation of the Export Administration Act and (2) does not have scrutinized business operations in Sudan or Iran.
- N. By entering into this Agreement, AGENCY warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The COLLEGE may request verification of compliance with this requirement from the AGENCY or any subcontractor performing work under this Agreement. If requested, the AGENCY shall allow COLLEGE to review AGENCY'S business records to the extent necessary for the COLLEGE to confirm compliance with the provision of this paragraph. In addition, the AGENCY shall require subcontractors who work on this Agreement to provide the COLLEGE with access to subcontractor's business records to the extent necessary to confirm compliance with the provisions of this paragraph. Violation of the terms of this paragraph shall be deemed a material breach of the Agreement and shall allow the COLLEGE to terminate this Agreement and/or pursue other available legal remedies.
- O. This document, along with Addendum #1 and future Addenda, if any, which attachment is deemed incorporated herein, contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment by the parties.

**PIMA COUNTY COMMUNITY
COLLEGE DISTRICT**

11/25/2013
Signature _____ Date _____
Date _____

Chancellor _____
Title _____

AGENCY

BR
Signature _____

Bradley Gagnepain
Printed or Typed Name of Signatory _____

Administrative Bureau Chief
Title _____

PIMA COUNTY

Chair; Board of Supervisors _____ Date _____

ATTEST:

Clerk; Board of Supervisors

Agency Mailing Address

1750 E Benson Highway _____

Tucson, AZ 85714 _____

Contact: Stan Steinman (520) 206-6321
(phone#)

Contact: Lt. Russ Ponzio (520) 351-6193
(phone#)

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952.D, the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party which such attorney represents.

Jeffrey Ruby
COLLEGE Legal Counsel _____ Date 11/5/2013

S. Ponzio
AGENCY Legal Counsel _____ Date 11/20/13

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
EDUCATIONAL COURSES AND/OR TRAINING PROGRAMS**

**Addendum #1
Law Enforcement and Correctional Officer Partnership Programs**

SCOPE OF WORK

- A. The AGENCY and the COLLEGE will leverage resources to provide credit courses mutually agreed upon by the COLLEGE and the AGENCY in the Law Enforcement and Correctional Officer Programs. Courses will be offered either in an academy format, which will consist of a series of courses designed to enable a cohort of students to obtain necessary certifications or credentials, or on an individual basis as requested by the AGENCY.
- B. The COLLEGE shall:
1. Work with the AGENCY to develop and schedule courses to meet AGENCY's educational needs. The COLLEGE will also evaluate courses to ensure adherence to COLLEGE educational and training standards.
 2. Certify, contract with and supervise faculty/instructors that provide instruction under this Agreement. The COLLEGE may remove any instructor from the program with or without cause or notice and without the right of the employee to grieve or appeal.
 3. Provide support services to COLLEGE students, including:
 - a. Assistance with application and registration process;
 - b. Assessment advising;
 - c. Academic advising;
 - d. Financial aid advising and counseling;
 - e. Transcript evaluation and graduation checks, if applicable.
 4. Provide program coordination and a liaison to the AGENCY to facilitate the delivery of the goods and/or services described under this Agreement.
- C. AGENCY shall:
1. Provide a liaison who will work with the COLLEGE liaison to facilitate efficient program delivery.
 2. Provide instructional facilities that suit program needs and permit COLLEGE site visits to ensure facilities are satisfactory.
 3. Provide a qualified instructor with expertise in the appropriate subject matter. AGENCY will participate in COLLEGE faculty evaluation processes.
 4. Comply with the standards of the adopted COLLEGE curriculum for the program provided under this Agreement.
 5. Utilize the grading system approved for use by the relevant program at the COLLEGE, and provide final grades according to the COLLEGE timeline.
 6. Provide student course records in accordance with the COLLEGE guidelines.
 7. Adhere to the COLLEGE "Adjunct Faculty Guidebook" and "The Student's Rights and Responsibilities" for all persons performing or receiving services under this Agreement.
- D. There shall be no payment consideration by either party in exchange for services rendered under the terms and conditions of this Agreement.