



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

Award  Contract  Grant

Requested Board Meeting Date: 10/3/17

\* = Mandatory, information must be provided

or Procurement Director Award

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

Pima Community College District

**\*Project Title/Description:**

Adult Basic Education College and Career Program at Pima County Adult Detention Center

**\*Purpose:**

To provide the framework for the delivery of Adult Education classes to selected individuals in order for inmates to prepare and pass their GED.

**\*Procurement Method:**

Procurement Exempt IGA D29.4

**\*Program Goals/Predicted Outcomes:**

To provide adult basic education classes, high school equivalency test preparation classes and administer 120 high school equivalency tests at the Pima County Adult Detention Center.

**\*Public Benefit:**

To provide education to inmates while incarcerated.

**\*Metrics Available to Measure Performance:**

Number of inmates participating in the high school equivalency classes. Number of inmates that successfully pass their GED.

**\*Retroactive:**

Yes, received IGA to process on 8/30/2017.

To COB: 9-11-17 (2)  
Vers: 1  
Pgs: 7

09/07/17 11:50 AM

**Contract / Award Information**

Document Type: CT Department Code: SD Contract Number (i.e., 15-123): 18\*71

Effective Date: 07/01/17 Termination Date: 06/30/18 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 141,372.38  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Sheriff Inmate Welfare

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: Bonnie Schaeffer

Department: Sheriff Telephone: 351-6374

Department Director Signature/Date: Julia Gates 8/31/2017

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_  
(Required for Board Agenda/Addendum Items)

C. A. [Signature]  
9/1/17

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PIMA COUNTY  
AND  
Pima County Community College District**

This INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made by and between PIMA COUNTY, for and on behalf of Pima County Sheriff’s Department (“**DEPARTMENT**”), and PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**COLLEGE**”). DEPARTMENT and COLLEGE may be referred to individually as Party (“**Party**”) and collectively as Parties (“**Parties**”).

**AUTHORITY:**

- A. COLLEGE is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-1401, and 15-1444;
- B. DEPARTMENT is a public entity and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 11-201.

**PURPOSE**

The purpose of this Agreement is to provide the framework for the delivery of Adult Education Classes (“**Educational Services**”) by COLLEGE to selected individuals identified by DEPARTMENT at the facilities owned by DEPARTMENT.

**AGREEMENT**

NOW, THEREFORE, in consideration of mutual promises set forth herein, the Parties agree as follows:

**1. SERVICES; COMPENSATION**

- 1.1. COLLEGE shall provide DEPARTMENT the Educational Services described in Attachment 1, which is attached to and made part of this Agreement.
- 1.2. In exchange for Education Services, DEPARTMENT shall pay COLLEGE compensation in the amount provided in Attachment 1.

**2. TERM** The Term of this Agreement shall commence on **July 1, 2017** and expire on **June 30, 2018** (“**Term**”).

**3. TERMINATION**

- 3.1. Notwithstanding the Term, either Party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party.

- 3.2. Additionally, the Parties understand that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing bodies for DEPARTMENT and COLLEGE. Each Party shall notify the other Party in writing as soon as reasonably possible after the unavailability of funding comes to its attention.
- 3.3. 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.
- 3.4. Upon expiration or termination of this Agreement, any personal property used by COLLEGE and DEPARTMENT in administering this Agreement shall remain the property of the purchasing Party.

#### **4. OBLIGATIONS OF COLLEGE**

COLLEGE shall:

- 4.1. Provide curriculum, professional development and instructional design, with the advice and input of DEPARTMENT, that meet DEPARTMENT's educational needs and that adhere to COLLEGE's educational and training standards.
- 4.2. Provide program coordination and liaison to DEPARTMENT to facilitate execution of Educational Services.
- 4.3. Employ, certify, evaluate, and supervise all COLLEGE instructors that may provide instruction in Educational Services under this Agreement.
- 4.4. Provide administrative support, including supervision, coordination, and direction, to all appropriate instructional staff, instructors, and instructional aides.

#### **5. OBLIGATIONS OF DEPARTMENT**

DEPARTMENT shall:

- 5.1. Appoint a liaison who will work with COLLEGE liaison to facilitate execution of Educational Services.
- 5.2. Provide and maintain classroom and equipment, including computer equipment and software, at the DEPARTMENT's facilities.
- 5.3. Provide COLLEGE staff access to a copier for reproduction of course materials as needed.
- 5.4. Provide classroom supplies, including paper, pencils, as needed for the COLLEGE's Adult Education Program.

- 5.5. Provide training to any COLLEGE staff that will provide Education Services about the DEPARTMENT's security requirements, relevant policies, procedures, and inmate demographics. The training shall be given prior to commencement of Educational Services.
- 5.6. Coordinate all administrative processes to obtain security clearance for COLLEGE staff to access the DEPARTMENT's facilities.
- 5.7. Comply with the standards of the adopted COLLEGE curriculum included in the Educational Services.

## 6. STANDARD PROVISIONS

- 6.1. **FERPA; Educational Records.** 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.
- 6.2. **Conflict of Interest.** Either Party may cancel this Agreement for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 6.3. **Indemnification.** Each Party shall be responsible only for liabilities arising out of its employees' conduct in connection with performance of services under this Agreement.
- 6.4. **Compliance with All Laws.** The Parties shall comply with the requirements of all applicable 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.
- 6.5. **Scope of Relationship.** Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between COLLEGE and DEPARTMENT, and nothing in this Agreement will be construed to authorize either Party to act as agent for the other.
- 6.6. **Employees.** Each Party's employees shall remain under the exclusive direction and control of their respective employer, and no employee of either Party shall be considered employee or joint employee of the other Party. Each Party's employees shall not be entitled to employment benefits or any compensation from the other Party.
- 6.7. **Dispute Resolution.** This Agreement may be subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.

**6.8. Notice.** Any notice to be given under this Agreement must be in writing and sent to the intended Party's address indicated below:

To COLLEGE:

Pima County Community College District  
Adult Education, Community Campus  
Attn: Laura Porfirio  
401 N. Bonita Avenue  
Tucson, Arizona 85709

To DEPARTMENT:

Pima County Sheriff's Department  
Attn: Elsa Navarro, Lieutenant  
Phone: 520-351-8021  
1270 W. Silverlake  
Tucson, AZ 85713

**6.9. Entire Agreement.** This document, including all attachments, constitutes the entire agreement between the Parties.

**6.10. Amendments.** This Agreement shall not be modified, amended, or extended except by written amendment signed by both Parties.

[CONTINUES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Agreement on the dates indicated below.

For **COLLEGE**:

By: [Signature]  
Print Name: Dr. Lee Lambert  
Title: Chancellor  
Date: \_\_\_\_\_

For **DEPARTMENT**:

By: [Signature]  
Print Name: Byron Gwaltney  
Title: Bureau Chief  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Sharon Bronson  
Title: Chair, Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Julie Castaneda  
Title: Clerk, Board of Supervisors  
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

[Signature]  
COLLEGE Legal Counsel  
Print Name: Jeffrey Silvyn  
Date: 6/21/2017

[Signature]  
DEPARTMENT Legal Counsel  
Print Name: Sean Holguin  
Date: 6/30/17

**Attachments:**

1 – Educational Services / Funding / Compensation

**ATTACHMENT 1  
To INTERGOVERNMENTAL AGREEMENT**

- 1. Name of Educational Services.** Adult Basic Education College and Career Program
- 2. Description of Educational Services.**

During the Term of this Agreement, COLLEGE shall:

- 2.1** Provide Adult Basic Education classes at the DEPARTMENT's Pima County Adult Detention Complex ("Adult Detention Facility").
- 2.2** Provide High School Equivalency ("HSE") test preparation classes at the DEPARTMENT's Minimum Security Facility ("MSF") and at the Main Jail of the Adult Detention Facility.
- 2.3** Administer one hundred twenty (120) HSE tests, which will include a GED examiner, GED exam and testing materials.

**3. Schedule**

- 3.1** The Educational Services shall be offered at the following DEPARTMENT's facilities and the following hours:

<b>Location</b>	<b>Instructor</b>	<b>Hours</b>
Main Jail Lab	Instructor	Up to 40 hours per week
Main	Instructor	Up to 12.0 hours per week
MSF	Instructor	Up to 12.0 hours per week
Main Jail Lab	Instructional Assistant	Up to 10.0 hours per week

- 3.2** All classes shall be scheduled in accordance with the COLLEGE calendar of holidays and breaks, and the calendar of Pima College Adult Education ("Pcae") for planning days and the employee's leave days.

**4. Payments; Funding.**

- 4.1** DEPARTMENT shall pay COLLEGE for Educational Services provided the total of one hundred forty two thousand and five hundred ninety four dollars (\$141,862.57), paid in four equal installments.
- 4.2** COLLEGE will invoice DEPARTMENT on the following dates and following installment payment amount:

<b>Invoice Date</b>	<b>Amount</b>
July 15, 2017	\$ 35,343
October 15, 2017	\$ 35,343



January 15, 2018	\$ 35,343
April 15, 2018	\$ 35,343.38
<b>Total Cost</b>	<b>\$141,372.38</b>

4.3 DEPARTMENT shall make payment for the full amount due within thirty (30) days of receiving the invoice.