

# COB - BOSAIR FORM

10/21/2025 3:25 PM (MST)

Submitted by: Jana Wilson@pcc.edu



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

Record Number: SC SD SC2500000494

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 11/18/2025

Signature Only:

YES

Procurement Director Award / Delegated Award: N/A

Supplier / Customer / Grantor / Subrecipient: 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: IGAs. This IGA is a non Procurement contract and not subject to Procurement rules

Procurement Method Additional Info: N/A

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

Public Benefit and Impact: To provide education credits to Pima County Sheriff's Department Commissioned and Corrections recruits

Budget Pillar: Improve the quality of life

Support of Prosperity Initiative: C-S-3: Prevent and Reduce Crime

TO: COB, 11/3/25 (1)

VERSION: 0

PAGES: 7

**Provide information that explains how this activity supports the selected Prosperity Initiative**

Gives our Commissioned and Corrections officers more knowledge to better perform their jobs.

**Metrics Available to Measure Performance:**

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

**Retroactive:**

YES

**Retroactive Description:**

Due to timing of signatures from Pima Community College District

**Contract/Award Information**

Record Number: SC SD SC2500000494

**Document Type:** SC

**Department Code:** SD

**Contract Number:** SC2500000494

**Commencement Date:** 07/01/2025

**Termination Date:** 06/30/2028

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$0.00

**Funding Source Name(s) Required:** N/A

**Funding from General Fund?**

NO

**Contract is fully or partially funded with Federal Funds?**

NO

**Were insurance or indemnity clauses modified?**

NO

**Vendor is using a Social Security Number?**

NO

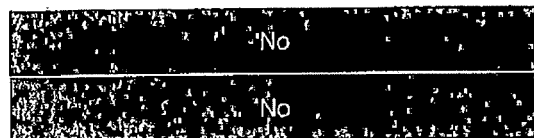
**Department:** Sheriff's Department

**Name:** Jana Wilson

**Telephone:** 520-351-3322

Add Procurement Department Signatures

Add GMI Department Signatures



Department Director Signature: *[Signature]* Date: 9/16/25

Deputy County Administrator Signature: *[Signature]* Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_ Date: 10/22/2025

**Intergovernmental Agreement  
between  
Pima County and Pima County Community College District  
for  
Educational and training services to Commissioned and Corrections recruits**

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County Sheriff's Department, a body politic and corporate of the State of Arizona ("County") and Pima County Community College District ("College") pursuant to A.R.S. § 11-952.

**1. Background.**

1.1. County and College may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

**2. Purpose.** County and College want to establish the framework within which the College will provide educational and training services for the benefit of the Agency, and the framework within which the Agency will provide practical experience to College students.

2.1. **College Responsibilities.** College will provide for-credit and support courses in the areas of law enforcement and corrections academic fields to eligible employees of the Pima County Sheriff's Department and to the participants of the academies. The Community Partnership Program described in Attachment 1 is made part of this IGA through this reference.

**3. Financing**

None

4. **Term.** This IGA will be effective as of July 1, 2025, and will end on June 30, 2028, unless it is extended or terminated by agreement of the parties prior to the expiration of such period. Either Party may terminate this IGA with or without cause upon ninety (90) days written notice to the other Party. Termination shall not take effect earlier than the conclusion of the academic term during which the written notice is received.

5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

6. **Indemnification.** To the extent authorized by law, 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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.

7. **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 of the other party. Each party's employees shall not be entitled to employment benefits or any other compensation from the other party.
8. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
  - 8.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
  - 8.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
  - 8.3. If required by law, workers' compensation coverage including employees' liability coverage.
  - 8.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
  - 8.5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section
9. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
10. **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, color, religion, sex, disability or national origin.
11. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
12. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the College does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

14. **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.
15. **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.
16. **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.
17. **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:**

Pima County Sheriff's Department  
Attn: Jana Wilson  
1750 E. Benson Hwy  
Tucson, AZ 85714

**Vendor:**

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

18. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
19. **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.
20. **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.
21. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the 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 THEREOF**, the parties to this IGA have executed and delivered this IGA on the date hereof.

**Pima County Community College District**

*Ian R. Roark*

Signed: 10/16/2025

**Name & Title**

Ian Roark, Provost & Executive Vice Chancellor of  
Academic Affairs, Acting  
Vice Chancellor of Workforce Development & Innovation

**Date**

**Pima County Sheriff's Department**

*P. D.*

**Name & Title**

*Oct 22, 2025*

**Date**

**Pima County**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and Pima County Community College District been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

**Pima County:**

**Pima County Community College District**

  
\_\_\_\_\_  
**SEAN HOLGUIN**  
Legal Advisor

  
\_\_\_\_\_  
Signed: 10/16/2025  
\_\_\_\_\_  
Legal Advisor Jeff Silvyn, General Counsel

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## 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.