



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/20/2018

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Pima County 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. Pima Community College District approved the IGA on 6/13/2018. The IGA was received by the Sheriff's Department on 7/10/2018, sent to Mr. Huckelberry for signature on 7/19/2018 and then forwarded to procurement. Due to time constraints for processing through procurement the next eligible Board of Supervisors meeting is 08/20/2018.

Contract / Award InformationDocument Type: CT Department Code: SD Contract Number (i.e., 15-123): 19*0031Effective Date: 07/01/2018 Termination Date: 06/30/2019 Prior Contract Number (Synergen/CMS): _____☒ **Expense Amount: \$** 141,372.38 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** General FundFunding from General Fund? ☒ Yes ☐ No If Yes \$ 141,372.38 % _____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 22-73.***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 SchaefferDepartment: Sheriff Telephone: 351-6374Department Director Signature/Date: Julia G. [Signature] 7/18/2018

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. R. [Signature] 7/27/18
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CT-SD-19-031</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**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, 2018** and expire on **June 30, 2019** ("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. 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.
- 3.3. 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.

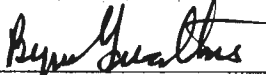
[CONTINUES ON NEXT PAGE]

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

For **COLLEGE**:

By: 
Print Name: Lee Lambert
Title: Chancellor
Date: _____

For **DEPARTMENT**:

By: 
Print Name: Byron Gwaltney
Title: Bureau Chief
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____


By: _____
Print Name: _____
Title: Chair, Board of Supervisors
Date: _____


By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
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


COLLEGE Legal Counsel
Print Name: Jeffrey Silvyn
Date: _____


DEPARTMENT Legal Counsel
Print Name: Sean Holguin
Date: 7/10/18

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:

Location	Instructor	Hours
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 Basic Education for College & Career ("ABECC") 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 (\$141,372.38), paid in four equal installments.
- 4.2 COLLEGE will invoice DEPARTMENT on the following dates and following installment payment amount:

Invoice Date	Amount
July 15, 2018	\$ 35,343
October 15, 2018	\$ 35,343

January 15, 2019	\$ 35,343
April 15, 2019	\$ 35,343.38
Total Cost	\$141,372.38

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

Pima County Community College District
Jeff Silvyn

A handwritten signature in black ink that reads "Jeff Silvyn". The signature is written in a cursive style with a large, stylized "J" and "S".

Signed on 2018-07-09 16:36:14 GMT

Pima County Community College District
Lee D. Lambert
Chancellor

A handwritten signature in black ink that appears to read "Lee D. Lambert". The signature is written in a cursive style with a large, stylized "L" and "D".

Signed on 2018-07-09 17:03:09 GMT