



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/17/25

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Pima County Community College District

***Project Title/Description:**

Pima County Aviation Alliance

***Purpose:**

To enable students of the Sunnyside Unified School District (SUSD) enrolled in the pilot aviation maintenance pipeline expansion program to continue attending Pima Community College's Aviation Airframe & Powerplant (A&P) certification program, and provide the tuition for the 2025-2026 academic year.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

SUSD students that receive the Aviation Airframe & Powerplant (A&P) certificate will be able to apply for aviation maintenance jobs. The four aviation maintenance industries in the region are ready to hire the students at sustainable wages immediately after graduation.

***Public Benefit:**

The aviation maintenance industry in the region are experiencing a worker shortage and in order to keep these industries in Pima County, especially as they are planning expansions, it is important to increase the pipeline of workers interested in an aviation career.

***Metrics Available to Measure Performance:**

Fifteen students are anticipated to graduate with the General Aviation Maintenance certificate and enroll in Pima Community College's A&P program, making them eligible for jobs at local aviation maintenance companies.

***Retroactive:**

No.

To: COB, 6-4-25(1)
Vers: 0
Pgs: 6

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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: PO Department Code: CWD Contract Number (i.e., 15-123): PO2500015316
Commencement Date: 6/17/25 Termination Date: 6/30/26 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 35,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Pima County General Funds**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 35,000.00 % _____

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: Rhonda Pina/Rise Hart

Department: Community & Workforce Development

Telephone: 724-4703/724-5723

Department Director Signature: [Signature]

Date: 5/20/2025

Deputy County Administrator Signature: [Signature]

Date: 6/3/2025

County Administrator Signature: [Signature]

Date: 6-4-2025



Modification to Insurance or Indemnity Clause

Date: 5/21/2025

Requestor Name: Rise Hart

Department: Community & Workforce Development



Change to Insurance



Change to Indemnity

Supplier Name: Pima County Community College District

Contract No: PO2500015316

Project Title/Description:

Aviation Program - College-level aviation courses. County will pay for current Sunnyside Unified School District student cohort tuition and fee charges during the term of the agreement.

Requested Change:

Insurance and Indemnity clauses revisions.



Approved



Denied

Risk Management:

A handwritten signature in blue ink, appearing to read "M. June", is written over the Risk Management field.

Comments:

**Intergovernmental Agreement
between
Pima County and Pima County Community College District
for
Pima County Aviation Alliance**

This Intergovernmental Agreement (“IGA”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”), and Pima County Community College District, a political subdivision of the State of Arizona (“**PCC**”), pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. County and PCC 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.
- 1.2. County is responsible for creating the Pima County Aviation Alliance (“PCAA”), a partnership among Pima County Economic Development (“PCED”), the Pima County School Superintendent’s Office (“PCSS”), and Pima County Community and Workforce Development (“PCCWD”) to address the needs of aviation industry partners regarding labor shortages through K-12 education. County is authorized by A.R.S. §§ 11-254.04, 11-251(5), and 11-251(17) to appropriate and spend public moneys for and in connection with activities that the County Board of Supervisors finds and determines will assist in the improvement or enhancement of the economic welfare or health of the inhabitants of Pima County.
- 1.3. PCC is an accredited community college and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-1401, and 15-1444. PCC is responsible for exposing students to aircraft maintenance and giving them the opportunity to continue in the Aviation Technology program for Airframe and Powerplant (A&P) certification.

2. **Purpose.** County and PCC want to clarify, memorialize, and formalize an existing partnership between PCAA, County, and PCC to provide needed assistance in connecting Sunnyside Unified School District (“SUSD”) youth to job skills training or certifications.

3. Description of Services

- 3.1. PCC-approved faculty will instruct college-credit aviation courses as presented in Attachment A, which is attached to and made part of this IGA, at PCC’s Aviation Technology Center to SUSD students who enrolled in and successfully completed PCAA programming during the 2025-2026 academic year (“current SUSD student cohort”). PCC courses (Attachment A) may be delivered in person or via a hybrid methodology (including both in person and online learning).
- 3.2. PCC Responsibilities. PCC will:
 - 3.2.1. Provide the college-level aviation courses presented in Attachment A to the current SUSD student cohort.
 - 3.2.2. Invoice for tuition and fee charges associated with the current SUSD student cohort at the completion of each academic semester.

3.3. PCAA Responsibilities. PCAA will:

- 3.3.1. Provide tuition and fee assistance to the current SUSL student cohort enrolled in PCAA programming (Attachment A). Amount is estimated to be \$35,000 for 15 students over one school year.
- 3.3.2. Task PCSS to serve as the liaison between SUSL and PCC for learner and parent communications.
- 3.3.3. Task PCSS to serve as the reporting organization for enrollment numbers, student progress tracking, FERPA release form tracking, and other reporting as mutually agreed upon between PCAA and PCC.

4. **Payment.**

- 4.1. County will pay for current SUSL student cohort tuition and fee charges during the Term of this Agreement. County's total payments to PCC under this IGA, including any sales taxes, may not exceed \$35,000.00.
 - 4.2. County will pay PCC tuition and fees at the official PCC published rate in effect during the fiscal year (July 1 through June 30) in which the current SUSL student cohort is enrolled in courses presented in Attachment A.
 - 4.3. PCC will invoice County for such tuition and fees (Section 4.2) at the completion of each academic semester.
 - 4.4. County shall make payment for the invoiced amount within thirty (30) days of County receipt of PCC invoice.
 - 4.5. PCAA will be solely responsible for providing the current SUSL student cohort with required textbooks and supplies for the courses presented in Attachment A.
5. **Term.** This IGA will be effective when it is fully executed by both parties and will continue until June 30, 2026 unless it is, prior to the expiration of such period, extended by written agreement of the parties.
6. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back 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.
7. **Indemnification.** To the extent authorized by Arizona 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.
8. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.

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 PCC Board of Governors does not appropriate or obligate 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:

Daniel Sullivan
Director
Pima County Community &
Workforce Development

PCC:

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

2797 E. Ajo Way
Tucson AZ 85713
Daniel.Sullivan@pima.gov

pcc-contracts@pima.edu

With copy to:
Attn: Victoria Clark
Pima County Community College District
4905 E. Broadway Blvd.
Tucson, AZ 85709
vclark3@pima.edu

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. **Counterparts.** This IGA may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

[signature page continues]

IN WITNESS WHEREOF, the persons duly authorized to execute this IGA on behalf of County and PCC have executed this IGA as of the last date indicated below.

PIMA COUNTY

PIMA COUNTY COMMUNITY COLLEGE DISTRICT

Rex Scott, Chair
Board of Supervisors

[Title]

Date

Date

ATTEST

ATTEST

Clerk of the Board

[Title]

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and Pima County Community College District has 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**



Deputy County Attorney
Name: Kyle Johnson
Date: 5/20/2025

College General Counsel
Name:
Date:

ATTACHMENTS:

ATTACHMENT A – Courses and Fees – Estimated FY2026

ATTACHMENT A

COURSES AND FEES – ESTIMATED FOR FY2026

Tuition and fees will be assessed at the rate determined by PCC's governing board.

Tuition and fees below are estimates based on FY2025 rates.

Course schedule is subject to change.

Semester	Prog	Crs No.	Course Title	Days	Start Time	End Time	Credits*	Fees	Hours
				Senior Year					
Fall 25	AVM	208	Basic Electricity	M & W	1615	- 1905	3.0	\$175	90
	AVM	110	Blueprint Reading	T & Th	1615	- 1740	2.5	\$175	45
Spring 26	AVM	206	Materials & Processes	M & W	1615	- 1905	3.0	\$175	90
	AVM	207	Weight & Balance	T & Th	1615	- 1740	2.0	\$175	45

**For FY2025, tuition is \$152.00 per credit hour.*