



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 8/17/15

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Pima Community College District

Project Title/Description:

Adult education at PCADC

Purpose:

To provide adult education at PCADC

Procurement Method:

Program Goals/Predicted Outcomes:

Public Benefit:

To provide education to inmates at the Pima County Jail.

Metrics Available to Measure Performance:

Retroactive:

Did not receive IGA from Pima College until 6/29/15

Original Information

Document Type: CT Department Code: SD Contract Number (i.e., 15-123): 16*22

Effective Date: 07/01/15 Termination Date: 06/30/16 Prior Contract Number (Synergen/CMS):

☒ Expense Amount: \$ 142,594.00 ☐ Revenue Amount: \$

Funding Source(s): Sheriff Inmate Welfare

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$

Funding Source(s):

Cost to Pima County General Fund:

TO: COB 8.5.15 (2)
Ver. 1
Pgs - 7

Procure Dept 07/29/15 PM10:42

Contact: Bonnie Schaeffer

Department: Sheriff

Telephone: 351-6374

Department Director Signature/Date: _____

7/28/15

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

AMENDMENT NO.

2. This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

AUTHORITY:

- ## PURPOSE

AGREEMENT

NOW, THEREFORE, in consideration of mutual agreements 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, 2015** and expire on **June 30, 2016** ("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 the 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, the 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 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 each 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 is 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: Karen Smith
401 N. Bonita Avenue
Tucson, Arizona 85709

To DEPARTMENT:

Pima County Sheriff's Department
Attn: Patty Reyes-Hendricks
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: Dr. Lee Lambert
Title: Chancellor
Date: _____

For **DEPARTMENT**:

By: Chris Nanos
Print Name: Chris Nanos
Title: Chief Deputy
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: _____

Seán Holguin
DEPARTMENT Legal Counsel
Print Name: **SEAN HOLGUIN**
Date: 7/27/15

Attachments:

1 – Educational Services

**ATTACHMENT 1
To INTERGOVERNMENTAL AGREEMENT**

1. Name of Educational Services. Adult Basic Education 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 sixty (60) 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 37.5 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 8.0 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 (\$142,594.00), 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, 2015	\$ 35,648.50
October 15, 2015	\$ 35,648.50

January 15, 2016	\$ 35,648.50
April 15, 2016	\$ 35,648.50
Total Cost	\$142,594.00

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