



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 9/19/2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Pima County Community College District

**\*Project Title/Description:**

Pima Community College Adult Education Collaboration

**\*Purpose:**

Establish a framework pursuant to which parties will jointly contribute to the delivery of Adult Education programs

**\*Procurement Method:**

Not applicable: This IGA is a non-Procurement contract and not subject to Procurement rules.

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

Provide affordable educational programs and services to the adult residents of Pima County, free of charge where possible

**\*Public Benefit:**

No fees for participants enrolled in Adult Basic Education, GED/HSE Testing and/or other HSE Pathways; tuition waivers or reduction programs availability to low-income learners; services in support of CAPE students

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

Metrics include number of students served, programs created and services provided

**\*Retroactive:**

Yes, negotiations between parties for terms on future budget capacities delayed issuance of IGA and maintain first payment within fiscal year 2024.

To: LOB 9-5-23(1)  
Vers: 1  
Pgs: 8

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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: CT Department Code: SS Contract Number (i.e., 15-123): 24\*100  
Commencement Date: 7/1/2023 Termination Date: 6/30/2028 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ \$250,000 for first year, up to \$500,000 per each additional fiscal year up to 4 years \*  
☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 2,250,000 % \_\_\_\_\_

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: Peter Laing

Department: Superintendent of Schools

Telephone: 520-724-8997

Department Director Signature: 

Date: 9/11/2023

Deputy County Administrator Signature: 

Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_

Date: 9/11/2023

**INTERGOVERNMENTAL AGREEMENT  
FOR  
ADULT EDUCATION COLLABORATION**

This INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made as of the date of last signature below ("**Effective Date**"), between Pima County Community College District ("**College**"), a political subdivision of the State of Arizona, and the PIMA COUNTY BOARD OF SUPERVISORS on behalf of PIMA COUNTY SUPERINTENDENT OF SCHOOLS ("**County**").

**RECITALS**

- A. College is an accredited two-year community college authorized to provide educational courses and/or programs pursuant to A.R.S. § 15-1444. College, via the department of Adult Basic Education for College and Career (ABECC), provides various educational programs, courses, and services to adult members of the community, within the framework of A.R.S. §§ 15-232, 15-234, and 15-217.03.
- B. County promotes educational excellence and future career opportunities for its residents through various free and low-cost educational programs.
- C. College and County jointly contributed to the adult education programs pursuant to the Adult Education Transition Intergovernmental Agreement, dated March 14, 2000, with the term ending on August 31, 2023 ("**Transition IGA**").
- D. County is authorized to enter into the Agreement pursuant to A.R.S. §§ 11-201(3) and (4), 11-254.04, 11-952 et seq. and 41-2632. College is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1444.
- E. County and College desire to continue facilitation of adult basic education thereby increasing the skills of Pima County's workforce and improving and enhancing the economic welfare of Pima County's inhabitants.

**PURPOSE**

The purpose of this Agreement is to establish a framework pursuant to which the parties will jointly contribute to the delivery of Adult Education programs by College, and to set out the understanding of the parties as to responsibilities and rights regarding the County's continued provision of financial support of the educational development of members of the Pima County community.

**NOW, THEREFORE**, in consideration of mutual agreements set forth herein, the parties agree as follows:

- 1. **PRIOR AGREEMENT.** This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement. The Transition IGA is hereby terminated, and each party's respective rights and obligations hereby cease as of the Effective Date of this Agreement.
- 2. **TERM; TERMINATION.**
  - 2.1. **Term.** This Agreement shall commence on July 1, 2023 and will continue for five (5) years. The parties may renew the Agreement for additional durations in accordance with A.R.S. § 11-952(G) by written amendment signed by both parties.
  - 2.2. **Termination for Cause.** Notwithstanding the Term, either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party.
  - 2.3. **Non-appropriation.** Additionally, the parties understand that the continuation of the Agreement from one fiscal year to the next shall be contingent upon the obligation of sufficient funding by the governing



bodies for both parties. Each party shall notify the other party in writing as soon as reasonably possible after the unavailability of funding results from the budgeting process.

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

**2.5. Effect of Termination.** Upon termination, the Agreement shall become null and void, except for actions necessary to complete the programs and services already funded for the current fiscal year.

### **3. ADULT EDUCATION COLLABORATION**

**3.1. Program Summary.** During the Term of this Agreement, College will develop, operate, and deliver the Adult Education Program as described in detail in and pursuant to the terms and conditions stated in Attachment A to this Agreement.

**3.2. Contribution by College.** In operating the Adult Education Program, College will contribute the following support:

3.2.1. Cash and in-kind contributions at or above the current level of support to ensure needed facility, equipment, staff, programmatic and operational support.

3.2.2. Additionally, College will continue to manage and apply for future grants and funding contracts to support Adult Education programming.

**3.3. Contribution by County.** As part of its participation in achieving the goals of this Agreement, County will provide the following:

3.3.1. Financial contribution in the total amount of two hundred fifty thousand (\$250,000) dollars in fiscal year 2023-2024, and subject to Board of Supervisors fiscal year appropriations to the Pima County School Superintendent, up to a five hundred thousand (\$500,000) dollars per fiscal year for each subsequent fiscal year this Agreement is in effect.

3.3.2. All appropriations will be disbursed to the College in total on September 1 of each year this Agreement is in effect and shall not be subject to disbursement by the County on a reimbursement basis; however, a pro rata reimbursement shall be submitted to County with any notice of cancellation effective before the end of any fiscal year.

**3.4. College Reporting to County.** College will provide an annual written report to the Pima County School Superintendent and Pima County Board of Supervisors within ninety days of the close of each fiscal year. The annual report must include a programmatic narrative and fiscal summarization of expenditures. The annual report will also address the use of annual fiscal support that College has received from the County for the Pima College Adult Education Program.

**4. NOTICES.** Any notice to be given under this Agreement must be in writing and sent to the intended party's address indicated below:

**To COLLEGE:**

Implementation:

Laurie Kierstead-Joseph  
Assistant Vice Chancellor,  
Adult Basic Education for College & Career  
[lkierstead@pima.edu](mailto:lkierstead@pima.edu)  
cell: 520-247-1378

Administration:

Name: PCC Contract Services  
Address: 4905 E. Broadway Blvd, D-232  
Tucson, AZ 85719

**To COUNTY:**

Name: Derika Louk  
Title: Chief Financial Officer  
Email: Derika.Louk@pima.gov; CC: Schools@pima.gov

**5. STANDARD PROVISIONS**

- 5.1. Scope of Relationship.** Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between College and County, and nothing in this Agreement will be construed to authorize either party to act as agent for the other. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 5.5. Indemnification.** 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.
- 5.6. Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.
- 5.7. Conflict of Interest.** In accordance with A.R.S. § 38-511, either party may within three (3) years after execution, cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the County or College, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement.
- 5.8. Non-Discrimination.** Both parties shall comply with all applicable federal, state, and local laws, regulations, standards, ordinances, and executive orders, including, but not limited to those applicable as a condition of funding, without limitation to those designated in this Agreement. In accordance with A.R.S. § 41-1461, et seq., the parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability, or political affiliation; and shall comply with the Americans with Disabilities Act.



- 5.9. 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.
- 5.10. E-Verify.** In accordance with A.R.S. §41-4401, the parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant their compliance with A.R.S. § 23-214, Subsection A.
- 5.11. Arbitration.** In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 5.12. 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.
- 5.13. Governing Law.** The Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be in Pima County, Arizona.
- 5.14. Legal Authority.** Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, 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.
- 5.15. Entire Agreement.** This document, including all attachments, 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 Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.
- 5.16. Amendments.** This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

[SIGNATURE PAGE CONTINUES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**For COLLEGE:**

Pima County Community College District

By: *Dolores Duran-Cerda*  
Signed: 8/29/2023

Print Name: Dolores Duran-Cerda

Title: Interim Chancellor

Date: \_\_\_\_\_

**For COUNTY:**

Pima County on Behalf of Pima County  
Superintendent of Schools

By: \_\_\_\_\_

Print Name: Adelita S. Grijalva

Title: Chair

Date: \_\_\_\_\_

**APPROVAL**

The foregoing Intergovernmental Agreement between Pima County and Pima County Community College District has been reviewed by the undersigned and is hereby approved as to content.

By: *Dustin Williams*

Print Name: Dustin Williams

Title: School Superintendent

Date: 9/1/23

**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.

**For COLLEGE:**

By: *Jeff Silvyn*  
Signed: 8/23/2023

Title: COLLEGE Legal Counsel

Print Name: Jeff Silvyn

Date: \_\_\_\_\_

**For COUNTY:**

By: *Bobby Yu*

Title: COUNTY Legal Counsel

Print Name: Bobby Yu

Date: 8/31/2023

**ATTACHMENTS:**

Attachment A – SCOPE OF ADULT EDUCATION PROGRAM

**ATTACHMENT A  
TO  
INTERGOVERNMENTAL AGREEMENT**

**SCOPE OF ADULT EDUCATION PROGRAM**

**1. ADULT EDUCATION PROGRAMS AND SERVICES**

a. **Educational Programs.** As of the date of this Agreement, College offers the following educational programs, free and open to the public:

- i. Adult Basic Education in reading, writing, and math.
- ii. High School Equivalency (HSE) preparation
- iii. English for Speakers of Other Languages (ESOL)
- iv. Integrated Education and Training (IET and/or IBEST) programs
- v. Refugee Education
- vi. Rights and Responsibilities of Citizenship

b. **Other Services and Programs.** In connection with the academic programs above, College will provide the following support services, free and open to the public:

- i. Application and registration support
- ii. Student advising and success coaching services
- iii. Student engagement and co-curricular activities
- iv. College transition services
- v. GED® and Civics Testing for the Arizona High School Equivalency (HSE) diploma

c. **Services in Support of CAPE Students.** As of the date of this Agreement, College will offer the following support services to the Court Alternative Program for Education (CAPE) students, free of charge to the student:

- i. Tutoring services for students enrolled in CAPE
- ii. GED® and Civics Testing for the Arizona High School Equivalency (HSE) diploma for students who have exited CAPE
- iii. Navigation services to facilitate transition to the appropriate level of study for each student as they exit and/or graduate from CAPE and enroll at College
- iv. Jointly with the County, organize and host GED® /HSE Graduation Ceremonies

**2. GENERAL TERMS**

a. **Program Location.** All Adult Education courses and services under this Agreement will be offered at the College campuses and learning centers (collectively "Learning Centers"), as determined solely by College in accordance with its internal policies and facilities master plan. Online and hybrid modalities for program delivery may be available as determined by College.

b. **Curriculum.** College will be solely responsible for the contents and approval of curriculum and programs offered pursuant to this Agreement, consistent with College policies, procedures, and applicable accreditation standards. College may add or discontinue any course or service at any time, subject to College guidelines, without written notice to the County.

c. **Staff and Faculty.** College will hire, employ, train, and supervise all academic and support staff necessary to operate the Adult Education Program. College shall be solely responsible for certification of instructors engaged in delivery of courses under this Agreement.

d. **Tuition; Course Fees.** It is the intention and goal of the Parties to make programs and services affordable



to the adult residents of Pima County, and free of charge where possible. Specifically, no fees will be charged from participants enrolled in Adult Basic Education, GED®/HSE Testing and/or other HSE Pathways. All other courses and programs under this Agreement include tuition and applicable fees, as determined by College. Tuition waiver or reduction programs may be available to low-income learners.

Record of Signing

For  
Photo  
ID

For  
Photo  
ID

*ous Durán-Cer*

Signed on 2023-08-29 16:03:48 GMT

Signature: ous Durán-Cer  
Document: 2023-08-29 16:03:48 GMT  
Signature: ous Durán-Cer  
Document: 2023-08-29 16:03:48 GMT  
Signature: ous Durán-Cer  
Document: 2023-08-29 16:03:48 GMT

*Jeff Silveira*

Signed on 2023-08-23 20:17:46 GMT

Signature: Jeff Silveira  
Document: 2023-08-23 20:17:46 GMT  
Signature: Jeff Silveira  
Document: 2023-08-23 20:17:46 GMT  
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