



Contract Number: CT. WW- 144 203
Effective Date: 1-7-14
Term Date: 1-6-19
Cost: \$100,000.-
Revenue: _____
Total: _____ NTE: _____
Action: _____
Renewal By: 10-1-18
Term: 1-6-19
Reviewed by: JK

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 1-7-2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Intergovernmental Agreement between Pima County (County) on behalf of its Regional Wastewater Reclamation Department (RWRD – CRAO) and the Pima Community College District (District) is to establish an educational program whereby District instructors will develop and teach components of RWRD's employee training and professional development programs, including "Leadership for Supervisors Program" and similar programs.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

Approval of this Intergovernmental Agreement between Pima County and Pima County Community College District will provide professional development instruction for RWRD supervisors and staff.

CORPORATE HEADQUARTERS: Tucson, Arizona

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Ver- 1

Vendor- 1

Pgs. 7

To: CoB- 12.24.13
Agenda 1-7-14
(1)

Procure Dept 12/04/13 PM0109

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$100,000.00 and/or REVENUE TO PIMA COUNTY:\$

FUNDING SOURCE(S): RWRD Enterprise Fund
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

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YES

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NO

Board of Supervisors District:

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All

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IMPACT:

IF APPROVED:

Pima County Regional Wastewater will have a venue within which the District can provide curricula and instruction to RWRD to teach components of RWRD's training and professional development programs to supervisory staff, managers and non-exempt employees.

IF DENIED:

Pima County will not have a venue within which the District can be used to provide instruction to RWRD supervisory staff, managers and non-exempt employees on the components of RWRD's training and professional development programs.

DEPARTMENT NAME:

CONTACT PERSON: Jack Parker TELEPHONE NO.: 724-6200

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

District. During FY14, County will pay District \$2,700 per session for conducting training pursuant to that program.

For Alternate Program development and for training sessions conducted subsequent to FY14, the District will provide a proposal, or quote, to the County for each program showing the cost for initial and subsequent programs to be delivered to groups/cohorts of County employees. The County may decline to accept the District's proposal, or quote, for any training or professional development program requested.

The District will provide the County a minimum thirty (30) days' notice when the price for a program changes. Prices are generally effective for District fiscal years (July 1 to June 30). However, the District may alter the pricing of its programs at any time. Following notice by District of a price increase, the County may discontinue any affected training programs.

4. **Term.** This IGA shall be effective on the date it is fully executed by both parties and shall continue for a period of five (5) years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Termination.** Either party may terminate this IGA for any reason provided the terminating party has given the other party thirty (30) days' written notice of its intent to terminate. Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall 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.** 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") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.

- d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant 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 minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.
9. **Non-Discrimination.** The parties shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference, as if set forth in full herein.
10. **ADA.** The parties shall 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.
11. **Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
12. **Conflict of Interest.** This contract 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 does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, Pima County shall have no further obligation to the District other than for payment for services rendered prior to cancellation.

14. **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, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Worker's Compensation.** Each party shall 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.
16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any District employees, or between District and any County employees. Neither party shall 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.
17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affects 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.
18. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be 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:

Director
Pima County RWRD
201 N Stone, 8th Flr.
Tucson AZ 85701

District:

Community Campus President
401 North Bonita Avenue
Tucson, AZ 85709-5500

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

- 19. Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and District has caused this Intergovernmental Agreement to be executed by the its Chancellor:

PIMA COUNTY:

**PIMA COUNTY COMMUNITY
COLLEGE DISTRICT**

Chairman
Board of Supervisors



Chancellor

ATTEST:

Date: 10/30/13

Clerk of the Board

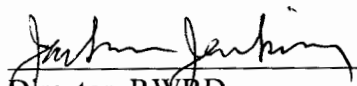
Date: _____

Approval

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

PIMA COUNTY:

**PIMA COUNTY COMMUNITY
COLLEGE DISTRICT:**

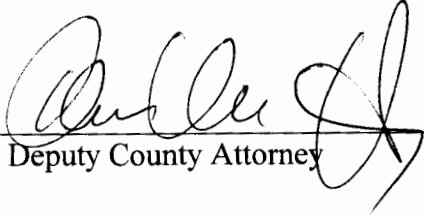


Director, RWCD

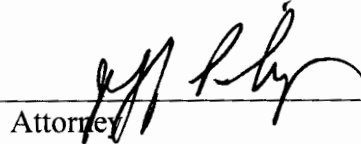
Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Pima County Community College District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:


Deputy County Attorney

**PIMA COUNTY COMMUNITY COLLEGE
DISTRICT:**


Attorney

ATTACHMENT A
Leadership for Supervision – Scope

1. District shall:
 - A. Provide curricula and instruction including, but not limited to, courses in:
 1. Leadership Skills and Supervisory Competencies
 2. Effective Delegation
 3. Supervisory Self-Assessment
 4. Interpersonal Communications
 5. One-Minute-Manager for Supervisors
 6. Managing Employee Performance
 7. Other topics identified by the County
 - B. Certify, contract with, and supervise faculty/instructors who will provide instruction under this agreement. All faculty/instructors providing instruction under this Agreement will be District employees or contractors and will be subject to District hiring and contracting standards.
 - C. Cooperate with County in curriculum development.
 - D. Develop class schedules and locations to meet the needs of the students, as determined by the County.
 - E. Evaluate courses to ensure compliance with District educational and training standards.
 - F. Provide support services to students, including:
 - a. Assistance with application and registration process;
 - b. Assessment testing;
 - c. Academic advising;
 - d. Financial aid advising and counseling; and
 - e. Transcript evaluation and graduation checks, if applicable.
 - G. Provide a program coordinator who will liaison with County liaison to facilitate efficient program delivery.
2. County will:
 - A. Define course needs and assist in curriculum development.
 - B. Provide a liaison who will work with District liaison to facilitate efficient program delivery.
 - C. Provide classroom facilities commensurate with course curriculum and proper class size to include standard classroom equipment, such as white boards, poster paper, overhead projects and internet access.
 - D. Training for the County will be predominantly conducted at WES Center, 2955 West Calle Aqua Nueva, Tucson, Arizona or at mutually agreed upon location.