



Contract Number: CT. SD-14 \* 482  
Effective Date: 1-1-14  
Term Date: 6-30-15  
Cost: \$142,594.-  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: 4-1-15  
Renewal By: \_\_\_\_\_  
Term: 6-30-15  
Reviewed by: [Signature]

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: 06/17/2014

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

This Intergovernmental Agreement request from the Pima Community College District is for the implementation and administration of the Adult Basic Education Program at the Pima County Adult Detention Center. This includes providing curriculum, instructional design and instructional staff, testing staff and instructional support staff. This IGA commences on 07/01/14 and expires on 06/30/15 with an annual cost of \$142,594.00.

CONTRACT NUMBER (If applicable): \_\_\_\_\_

### **STAFF RECOMMENDATION(S):**

It is the recommendation that this intergovernmental agreement be approved. This will provide education to inmates at the Pima County Jail to obtain their General Equivalency Diploma (GED) with the guidance provided by Pima Community College.

CORPORATE HEADQUARTERS: N/A

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Ver. 1  
Vendor - 1  
Pgs. 8  
To: COB. 6-4-14  
Agenda 6-17-14  
(2)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$ 142,594.00 and/or REVENUE TO PIMA COUNTY:\$ 0.00

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

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	X
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**IMPACT:**

**IF APPROVED:**

If approved, Pima Community College will provide educational services to inmates housed at the Pima County Jail for a cost of \$142,594

**IF DENIED:**

If denied, Pima Community College will not provide educational services to inmates.

DEPARTMENT NAME: Pima County Sheriff's Department

CONTACT PERSON: Julia Riley TELEPHONE NO.: (520) 351-4734



CONTRACT	
NO. <u>CT-SD-14000000000000000482</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
EDUCATIONAL COURSES AND/OR TRAINING PROGRAMS

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF EDUCATIONAL COURSES AND/OR TRAINING PROGRAMS ("Agreement") is entered into by and between THE PIMA COUNTY SHERIFF'S DEPARTMENT (the "AGENCY") and the PIMA COUNTY COMMUNITY COLLEGE DISTRICT (the "COLLEGE").

The following events have resulted in the execution of this Agreement:

- A. The COLLEGE is authorized to develop and provide educational courses and training programs; and
- B. The AGENCY desires to provide educational courses and/or training program(s) to designated individuals (referred to herein as students); and
- C. The AGENCY and the COLLEGE mutually desire to enter into this Agreement to implement and administer the educational courses and/or training program(s) described below.

Therefore, the AGENCY and the COLLEGE agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is Pima Community College Adult Education will provide High School Equivalency test preparation classes at the Main Jail and at MSF (Minimum Security Facilities). In addition, PCC will provide course oversight, Professional Learning for the Instructors, in-take, attendance tracking, and testing. Additionally PCC will administer the GED exam on-site several times per year.

**ARTICLE II. TERM OF AGREEMENT AND TERMINATION**

- A. The term of this Agreement shall commence on the 1<sup>st</sup> day of July, 2014 and expire on the 30<sup>th</sup> day of June 30, 2015. Thereafter, this Agreement may be extended for additional periods by written approval of both parties.
- B. Either party may at any time cancel this Agreement or any renewal thereof, with or without cause, by giving thirty (30) days' advance written notice to the other party, which notice period shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, 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 notice of the other parties' intent to terminate.

**ARTICLE III. SPECIFICATION OF EDUCATIONAL COURSES AND/OR TRAINING PROGRAM(S) AND FINANCIAL ARRANGEMENTS RELATED THERETO**

- A. The educational courses and/or training program(s) to be provided by the COLLEGE pursuant to this Agreement shall be as set forth in Attachment 1.
- B. The financial arrangements relating to the educational courses and/or training program(s) provided by the COLLEGE pursuant to this Agreement shall be as set forth in Attachment 2.

#### ARTICLE IV. OBLIGATIONS OF THE COLLEGE

##### THE COLLEGE AGREES:

- A. To provide curriculum and instructional design, with the advice and input of the AGENCY, for the education and/or training of individuals identified by the AGENCY. All curriculum and instruction is under the control of the COLLEGE.
- B. To provide administrative support for the educational and/or training activities provided pursuant to the terms of this Agreement, including but not limited to supervision, coordination and direction to all appropriate instructional staff, faculty and instructional aides.

#### ARTICLE V. OBLIGATIONS OF THE AGENCY

##### THE AGENCY AGREES:

- A. To identify individuals, referred to herein as students, to attend the educational courses and/or training program(s) provided by the COLLEGE pursuant to this Agreement.
- B. To pay to the College, in a timely fashion, any tuition and fee payments and/or training costs as required by Attachment 2.

#### ARTICLE VI. STANDARD PROVISIONS

- A. 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.
- B. Refunds of tuition and fees shall be in accordance with the refund policy approved by the COLLEGE for the fiscal year in which this Agreement is in effect.
- C. The parties to this Agreement agree that they will not unlawfully discriminate against any employee or applicant due to race, color, religion, sex, age, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.
- D. COLLEGE is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S. § 11-951 et seq. and A.R.S. §15-1444; the AGENCY is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S § 11-951 et seq..
- E. If any or all of the instructors for the educational courses and/or training program(s) referenced herein will be AGENCY employees, the AGENCY agrees:

1. To provide program instructors who are properly certified and/or experienced in the appropriate subject areas.
  2. To require such instructors to participate in COLLEGE faculty evaluation processes, and to remove any such instructor from the program when the COLLEGE deems it necessary or appropriate to do so.
  3. To require such instructors to comply with applicable COLLEGE curriculum standards, to utilize a grading system approved by the COLLEGE, and to issue final grades in compliance with COLLEGE guidelines and COLLEGE established timelines.
  4. To require application of the COLLEGE'S "Adjunct Faculty Guidebook" to program instructors.
  5. To require application of the COLLEGE policy entitled "The Student's Rights and Responsibilities" to students enrolled in program courses or activities.
  6. To maintain student records in compliance with the Family Educational Rights and Privacy Act and to provide copies of such student records to the COLLEGE when requested.
- F. If any of the educational courses or training activities are scheduled to occur on property controlled by the AGENCY, the instructional facilities utilized by the AGENCY shall be reasonably acceptable to the COLLEGE, and the AGENCY agrees to accommodate site visits by COLLEGE representatives at a frequency deemed appropriate by the COLLEGE.
- G. Each party will be responsible for funding and maintaining a budget for any aspect of the program for which that party is responsible. Upon termination of this Agreement, equipment furnished or purchased by the COLLEGE for the program shall be retained by the COLLEGE, and equipment furnished or purchased by the AGENCY shall be retained by the AGENCY.
- H. If, during the course of the Agreement period, AGENCY is provided with access to confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, AGENCY shall handle and store such information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Upon expiration or termination of the Agreement period, AGENCY shall ensure that all confidential information acquired is either (i) promptly returned to PCC or (ii) continued to be maintained in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period. The obligations of this paragraph shall survive the termination of the Agreement.
- I. 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, shall be submitted to arbitration to be held in Pima County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et seq. The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association; provided, however, that nothing in this Agreement requires the parties to use the services of the American Arbitration Association to conduct the arbitration. In the event either party institutes arbitration under this Agreement, the party prevailing shall be entitled, in addition to all other relief, to an award of reasonable attorneys' fees. The non-prevailing party shall be responsible for all costs of the arbitration, including but not limited to, arbitration fees, court reporter fees, etc. The decision of the arbitrator shall be final and binding upon the parties.
- J. The AGENCY agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of the AGENCY arising out of the AGENCY's activities under this Agreement. The COLLEGE agrees to indemnify and hold harmless the AGENCY from all injuries to persons or property caused by acts or omissions of the COLLEGE arising out of the COLLEGE's activities under this Agreement. This indemnification provision shall survive termination of the Agreement.

- K. COLLEGE employees participating in this program shall not be considered to be employees of the AGENCY, and AGENCY employees shall not be considered employees of the COLLEGE. Except as provided in A.R.S. § 23-1022.D, nothing in this Agreement or its performance shall be construed to result in any person being deemed to be an officer, agent, or employee of either party when such person, absent this Agreement and its performance, would not have such status.
- L. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:
- The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- M. In accordance with A.R.S. § 35-391 and 35-393, each of the parties to this Agreement hereby certifies that it (1) is not in violation of the Export Administration Act and (2) does not have scrutinized business operations in Sudan or Iran.
- N. By entering into this Agreement, AGENCY warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The COLLEGE may request verification of compliance with this requirement from the AGENCY or any subcontractor performing work under this Agreement. If requested, the AGENCY shall allow COLLEGE to review AGENCY'S business records to the extent necessary for the COLLEGE to confirm compliance with the provision of this paragraph. In addition, the AGENCY shall require subcontractors who work on this Agreement to provide the COLLEGE with access to subcontractor's business records to the extent necessary to confirm compliance with the provisions of this paragraph. Violation of the terms of this paragraph shall be deemed a material breach of the Agreement and shall allow the COLLEGE to terminate this Agreement and/or pursue other available legal remedies.
- O. This document, along with Attachments 1 and 2, which two attachments are deemed incorporated herein, contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment by the parties.

PIMA COUNTY COMMUNITY  
COLLEGE DISTRICT

AGENCY

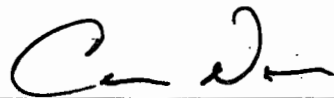
 3/18/14

Signature

Date

Title

Contact: Karen Smith 520.206.3800  
(phone#)

 Mar 14-2014

Signature

Date

Chris Nanos

Printed or Typed Name of Signatory

Chief Deputy

Title

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Agency Mailing Address

1270 W. Silverlake

Tucson, AZ 85713

Contact: Richard Fimbres 520.791.4231  
(phone#)

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952.D, the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party which such attorney represents.

COLLEGE Legal Counsel

Date

  
AGENCY Legal Counsel

5/30/14  
Date

## ATTACHMENT 1

### Specification of Educational Courses/Training Program(s)

PIMA COMMUNITY COLLEGE DISTRICT FOR PIMA COLLEGE ADULT EDUCATION – ADULT  
BASIC EDUCATION PROGRAM

And

PIMA COUNTY SHERIFF'S DEPARTMENT

### SCOPE OF WORK

- A. The AGENCY and the COLLEGE will leverage resources to provide curriculum, professional development and instructional design, with the advice and input of the AGENCY for educational training of selected individuals identified by the AGENCY.
- B. The College shall:
1. Provide curriculum, professional development and instructional design for the AGENCY for training identified by the AGENCY.
  2. Provide administrative support for all educational activities required to implement the terms of this Agreement, including but not limited to supervision, coordination and direction to all appropriate instructional staff, testing staff and instructional support staff.
  3. Provide Adult Basic Education classes at the Pima County Adult Detention Center throughout fiscal year 2014-2015 using the Pima College Adult Education (PCAE) calendar of holidays, breaks, planning days and employee's leave days.

### INSTRUCTION

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

### GED TESTING

GED examiner, GED exam and testing materials -- 60 tests per year
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4. Provide instruction only when the primary instructors are available and if students are available for classroom instruction.
5. Work with the AGENCY to develop and schedule courses to meet AGENCY's educational needs. The COLLEGE will also evaluate courses to ensure adherence to COLLEGE educational and training standards
6. Certify, contract with and supervise instructors that provide instruction under this Agreement.
7. Provide program coordination to a liaison to the AGENCY to facilitate the delivery of the goods and/or services described under this Agreement



C. AGENCY shall:

1. Provide a liaison who will work with the COLLEGE liaison to facilitate efficient program delivery.
2. Provide instructional facilities that suit program needs and permit COLLEGE site visits to ensure facilities are satisfactory.
3. Provide and maintain classroom and equipment, including computer equipment and software, at the Pima County Adult Detention Center to support the Adult Basic Education Program.
4. Provide COLLEGE staff access to a copier for reproduction of course materials as needed during the term of this Agreement.
5. Furnish classroom supplies, e.g. paper, pencils, etc. as needed for the Adult Education Program.
6. Provide training to COLLEGE staff will provide services under the terms of this Agreement. The training shall be given prior to initiating activities describes in the Agreement and shall instruct COLLEGE staff relative to security requirement, relevant policies, procedures, and inmate demographics.
7. Coordinate all administrative processes to obtain security clearance for COLLEGE staff to access the designated facility.
8. Comply with the standards of the adopted COLLEGE curriculum for the program provided under this Agreement.

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For College use only

Check here if Agreement involves reciprocal services \_\_\_\_\_

Instructors will be employees of AGENCY\_\_\_\_\_ COLLEGE\_\_\_\_\_

## ATTACHMENT 2

### Specification of Financial Arrangements Relating to Educational Courses/Training Program

1. In payment for the implementation and administration of instruction, the COLLEGE shall invoice the AGENCY for instruction and related cost, according to the following schedule:

Payment Schedule	
July 15, 2014	\$ 35,648.50
October 15, 2014	\$ 35,648.50
January 15, 2015	\$ 35,648.50
April 15, 2015	\$ 35,648.50
<b>Total C</b>	<b>\$142,594.00</b>

2. The Pima Community College – Pima Community Adult Education will invoice the Pima County Sheriff's Department quarterly on the fifteenth of the month for fixed payment listed above. Payment is due within thirty (30) days of invoice date.
3. These prices are subject to change if the AGENCY modifies the course content, course length, course delivery and/or supplies and materials. Prices shall be negotiated each COLLEGE fiscal year (July 1 through June 30) to accommodate changes in the instructional or supply costs of delivering these classes to the AGENCY.