



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 09/17/2024

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Pima County Community College District

**\*Project Title/Description:**

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

**\*Purpose:**

To enable students of the Sunnyside School District students 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 2024-25 school year.

**\*Procurement Method:**

Board of Supervisors Policy D 29.4 Section V: Intergovernmental Agreements

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

Eighteen (18) students will earn their General Aviation Maintenance certificate at the end of the program enabling them to complete the Pima Community College Aviation Technology program the following year. The four (4) aviation maintenance industries in the region are ready to hire the students at family-sustaining wages immediately after graduation.

**\*Public Benefit:**

The aviation maintenance industry in the region is hundreds of workers short and in order to keep these industries in Pima County, especially as they are planning expansions, it is important to increase the pipeline of people interested in those careers that pay family sustaining-wages.

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

The eighteen (18) students will graduate with the General Aviation Maintenance certificate and enroll in Pima Community College's A&P program making them eligible for jobs at the local aviation maintenance companies.

**\*Retroactive:**

Yes. Extended legal review and modifications delayed processing. If the Intergovernmental Agreement is not approved, Pima County will not be able to provide funding for Pima Community College District's Aviation Technology program for Airframe and Powerplant certification, and students from Sunnyside Unified School District will not be able to participate in, nor will they be able to complete, the certification program.

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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): PO2400005863
Commencement Date: 08/26/2024 Termination Date: 05/18/2025 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 35,822.00 \* Revenue Amount: \$

\*Funding Source(s) required: American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? 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

Is there revenue included? Yes No If Yes \$

Amount This Amendment: \$

\*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: Heath Vescovi-Chiordi

Department: Economic Development

Telephone: 520-724-4444

Department Director Signature:

Date: 8-29-2024

Deputy County Administrator Signature:

Date: 9/3/2024

County Administrator Signature:

Date: 9/3/2024

**Intergovernmental Agreement  
between  
Pima County and Pima Community College  
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. County is a direct recipient of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (ARPA-CSLFRF) from United States Treasury, Federal Award Date March 3, 2021, Federal Assistance Listing No. 21.027, Federal Award Identification Number SLFRP0180. County's Unique Entity Identifier (UEI) is JBMBVGUK5LF1. PCC's UEI is H77GBPTJEPX3. A portion of County's ARPA-CSLFRF (\$3,781,574.00) has been allocated to PCCWD for Youth Programming, as approved by the Pima County Board of Supervisors April 16, 2024.
- 1.4. PCC is an accredited community college and is authorized to enter into this Agreement pursuant to Arizona Revised Statutes (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 wants to subaward \$35,822 of PCCWD's ARPA-SLFRF Youth Programming funding to PCC to fund one year of activities associated with PCAA, as detailed in this IGA (subaward term/period of performance commencing August 26, 2024 and ending May 18, 2025). County and PCC further 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 2023-2024 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.

3.2.3. Report on American Rescue Plan Act (ARPA) compliance to PCECD as required.

**3.3. PCAA Responsibilities. PCAA will:**

3.3.1. Provide tuition and fee assistance to the current SUSD student cohort enrolled in PCAA programming (Attachment A). Amount is estimated to be \$35,822 for 18 students over one year.

3.3.2. Task PCSS to serve as the liaison between SUSD 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.

3.3.4. Task PCED with identifying and securing funding for a second year (Academic Year 2025-2026) of PCAA activities as presented in Attachment B for the current SUSD student cohort.

3.3.5. Task PCED with committing to and finalizing an IGA between County and PCC for PCAA activities as detailed in Section 3.3.4.

**4. Payment.**

4.1. County will pay for current SUSD student cohort tuition and fee charges through PCCWD using ARPA-CSLFRF funds during the Term of this Agreement.

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 SUSD 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 SUSD student cohort with required textbooks and supplies for the courses presented in Attachment A.

4.6. County may, at any time, review expenditures under this IGA and reduce the amount of the subaward under this IGA to permit ARPA-CSLFRF funds to be timely expended on

activities outside of this IGA. In the event of such reduction, County will notify PCC in writing of the reduction and the reduced amount of the subaward; provided, however, that any such reduction by the County will not reduce the payment due to PCC for the services already provided pursuant to this IGA, and provided that SUSD students already enrolled in courses under this IGA will be permitted to complete the courses, followed by the County's payment on the corresponding invoice of PCC for such students' tuition and fees. .

5. **Term.** This IGA will be effective retroactively to August 26 2024 when it is fully executed by both parties and will continue until June 30, 2025 unless it is, prior to the expiration of such period, extended by written agreement of the parties.
6. **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.
7. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. **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.
16. **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):

**To County:**

Heath Vescovi-Chiordi  
Director  
Pima County Economic  
Development Dept  
201 N Stone, Floor 2  
Tucson AZ 85701  
Heath.Vescovi-Chiordi@pima.gov

**To PCC**

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

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **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.
19. **Grant Compliance.** PCC will comply with Attachment C, Special Contract Provisions, U.S. Department of the Treasury Coronavirus State & Local Fiscal Recover Fund Procurement Contracts (3 pages).
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.

**For PIMA COUNTY**

**For PIMA COUNTY COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
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: 8/29/2024

\_\_\_\_\_  
College General Counsel  
Name  
Date

**ATTACHMENTS:**

- ATTACHMENT A – Courses and Fees FY2025
- ATTACHMENT B – Courses and Fees – Estimated for FY2026
- ATTACHMENT C – Special Contract Provisions



**ATTACHMENT A**

**COURSES AND FEES FOR FY2025**

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

Tuition and fees below are based on FY2025 published rates.

<b>Semester</b>	<b>Prog</b>	<b>Crs No.</b>	<b>Course Title</b>	<b>Days</b>	<b>Start Time</b>	<b>End Time</b>	<b>Credits*</b>	<b>Fees</b>	<b>Hours</b>
				Junior Year					
Fall 24	AVM	202	Aviation Safety	M & W	1615 - 1805		2.0	\$175	60
	AVM	103	Aviation Math	T & Th	1615 - 1740		3.0	\$175	45
Spring 25	AVM	205	Motion Dynamics	M & W	1615 - 1805		2.0	\$175	60
	AVM	114	Regulatory Requirements	T & Th	1615 - 1740		2.5	\$175	45

*\*For FY2025, tuition is \$100.50 per credit hour.*

**ATTACHMENT B**

**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.

<b>Semester</b>	<b>Prog</b>	<b>Crs No.</b>	<b>Course Title</b>	<b>Days</b>	<b>Start Time</b>	<b>End Time</b>	<b>Credits*</b>	<b>Fees</b>	<b>Hours</b>
				<b>Senior Year</b>					
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 \$100.50 per credit hour.*

**EXHIBIT C (3 pages)**  
**SPECIAL CONTRACT PROVISIONS**  
**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND**  
**PROCUREMENT CONTRACTS**

1. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
  
2. Federal regulations applicable to this award include, without limitation, the following:
  - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  
  - b. OMB Guidelines to Agencies on Government wide Debarment and Suspension (No procurement), 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
  
  - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
  
  - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance.
  
  - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    - ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
  - f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
    - i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
    - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- 3. Domestic Preference for Procurements, 2 C.F.R. 200.322. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 6. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a

substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

END OF EXHIBIT C