



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 12/3/19

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Pima Community College District

**\*Project Title/Description:**

Services of an Interim Chief of Police for Pima Community College.

**\*Purpose:**

Pima County Sheriff Department to provide a commissioned department member to serve as Interim Chief of Police for Pima Community College.

**\*Procurement Method:**

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

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

Pima County Sheriff's Department will assign a AZPOST certified peace officer at the rank of Lieutenant or higher to serve as Interim Chief of Police for Pima Community College.

**\*Public Benefit:**

Pima Community College will have a interim Chief of Police during the process of hiring a new Chief of Police.

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

N/A

**\*Retroactive:**

Yes. The scope and terms of the IGA was agreed upon by both parties and made available for processing on 10/25/2019.

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**Contract / Award Information**

Document Type: CTN Department Code: SD Contract Number (i.e.,15-123): 20\*078  
Effective Date: 10/07/19 Termination Date: 04/06/20 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☒ Revenue Amount: \$ 135,000.00

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

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?**

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.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ 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): \_\_\_\_\_  
Effective 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: Bonnie Schaeffer  
Department: Sheriff Telephone: 351-6374  
Department Director Signature/Date: Julia Galt 11/4/2019  
Deputy County Administrator Signature/Date: C. A. DeLuca 11/5/19  
County Administrator Signature/Date: \_\_\_\_\_  
(Required for Board Agenda/Addendum Items)

<b>CONTRACT</b>
NO. <u>CTN-SD-20-078</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PIMA COUNTY  
AND  
PIMA COMMUNITY COLLEGE DISTRICT  
FOR  
SERVICES OF AN INTERIM CHIEF OF POLICE**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made by and between PIMA COUNTY ("COUNTY") and PIMA COMMUNITY COLLEGE DISTRICT ("COLLEGE"). COUNTY and COLLEGE may be referred to individually as Party ("Party") and collectively as Parties ("Parties") herein.

**RECITALS**

- A. COLLEGE is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-1401, and 15-1444. COUNTY is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et seq.
- B. COLLEGE maintains a police department responsible for law enforcement within the jurisdictional boundaries of COLLEGE pursuant to A.R.S. § 15-1444.
- C. COLLEGE is in need of an individual to serve as interim Chief of Police.
- D. The PIMA COUNTY SHERIFF'S DEPARTMENT ("PCSD") is a COUNTY Department operated under the authority of the Sheriff of Pima County.
- E. The PARTIES desire to enter into an agreement whereby PCSD provides an individual to serve as Interim Chief of Police for COLLEGE.

**PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which COUNTY and PCSD will provide a member of PCSD to serve as Interim Chief of Police for COLLEGE.

**AGREEMENT**

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

## **I. Obligations of the Parties**

PCSD will assign a member who is an AZPOST certified peace officer at the rank of Lieutenant or higher to serve as Interim Chief of Police for COLLEGE for the term of this Agreement.

Neither COUNTY nor PCSD will exercise any authority, control, or supervision of the PCSD member while acting in his or her capacity as Interim Chief of Police.

COLLEGE will reimburse COUNTY for a prorated portion of the salary of the PCSD member, plus benefits not to exceed \$135,000.00. COUNTY will invoice COLLEGE on a monthly basis.

## **II. Confidentiality**

COUNTY and the Interim Chief of Police acknowledge that during service with COLLEGE, he or she may learn confidential information relating to COLLEGE. To the extent permitted by law, the Interim Chief of Police will not disclose or use any such information other than as required to perform the duties of Interim Chief of Police and other than as authorized by COLLEGE. Similarly, COLLEGE acknowledges that the Interim Chief of Police may have or acquire confidential information by virtue of his or her employment with PCSD and that the Interim Chief of Police is expected to maintain the confidentiality of that information.

## **III. Term**

The term of this Agreement shall begin on October 7, 2019 and expire on April 6, 2020. The Parties may extend this Agreement by written amendment executed by their governing boards

## **IV. Termination**

Notwithstanding the Term, either Party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other Party. 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. Upon expiration or termination of this Agreement, all personal property used by the Parties in performance of this Agreement shall remain the property of the purchasing party.

**V. Jurisdiction**

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

**VI. Indemnification**

To the extent permitted by law, each Party (as Indemnitor) agrees to indemnify, defend, and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as Indemnitee) from and against any and all claims, losses, liability, costs, or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees and court costs arising out of actions taken in the performance of this Agreement (hereinafter collectively referred to as "claims") to the extent that such claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. COLLEGE agrees that when acting in the course and scope of duties as Interim Chief of Police the PCSD member assigned to COLLEGE under this Agreement shall be considered an officer, official, agent, or employee of COLLEGE and not that of COUNTY or PCSD. COLLEGE will be responsible for the defense of any claims in which the PCSD member assigned to COLLEGE is named in his or her capacity as Interim Chief of Police.

**VII. Insurance**

The Parties mutually agree to provide for their respective financial responsibilities relating to liability arising out of this Agreement through either the purchase of insurance or provision of a self-funded insurance program pursuant to A.R.S. §§ 11-261 and 11-981, or participation in an insurance risk pool pursuant to A.R.S. § 11-952.01.

**VIII. 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 Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County.

**IX. Arbitration**

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this Agreement where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

**X. Non-Discrimination**

The Parties shall not discriminate against any COUNTY or COLLEGE 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 Agreement. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

**XI. Severability**

If any provision of this Agreement, 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 Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

**XII. Conflict of Interest**

This Agreement 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.

**XIII. Non-Appropriation**

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the governing board of either COUNTY or COLLEGE does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the Parties shall have no further obligations other than for payment for services rendered prior to cancellation.

**XIV. 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, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

**XV. Worker's Compensation**

The Parties agree that they are not joint employers for the purpose of workers compensation coverage. To the extent that employees of one Party perform duties on behalf of the other Party, such employees shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation Laws. The primary employer shall be responsible for payment of workers' compensation benefits. Each Party shall comply with the notice requirement of A.R.S. § 23-1022 (E).

#### **XVI. No Joint Venture**

It is not intended by this Agreement to, and nothing contained in this Agreement 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 COLLEGE employees, or between COLLEGE 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.

#### **XVII. No Third Party Beneficiaries**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects 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.

#### **XVIII. Notices**

Any notice required or permitted to be given under this Agreement 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:**

Byron Gwaltney  
Chief Deputy  
Pima County Sheriff's Department  
1750 East Benson Highway  
Tucson, AZ 85714

**COLLEGE:**

William Ward II  
Vice Chancellor  
Facilities & College Police  
6680 South Country Club Road  
Tucson, AZ 85709-1800

*With copies to:*

County Administrator  
130 West Congress Street  
10<sup>th</sup> Floor  
Tucson, AZ 85701

Clerk of the Board

**XIX. 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 Agreement shall not be modified, amended, altered, or extended except through a written amendment signed by the Parties.

*In Witness Whereof*, the Parties' duly authorized governing boards have executed this Agreement on the dates indicated below.

**PIMA COUNTY**

**PIMA COMMUNITY COLLEGE  
DISTRICT**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk, Board of Supervisors

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sheriff of Pima County

  
\_\_\_\_\_  
Date




### **Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and Pima Community College District 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  
DISTRICT**

**PIMA      COMMUNITY      COLLEGE**

  
\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Attorney for College