



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/05/2020

* = 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 District.

***Purpose:**

Pima County Sheriff Department to provide a commissioned department member to serve as Interim Chief of Police for Pima Community College District. This amendment is to extend the contract to 06/30/2020.

***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 District.

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

N/A

***Retroactive:**

Yes. Sheriff's Department was just informed Pima Community College District would need to extend the IGA.

To: CoB - 4.13.20
Ver. - 2
ops - 3
(11)

Procure Dept 04/10/20 PM01:11

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____

***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: CTN Department Code: SD Contract Number (i.e., 15-123): 20*078

Amendment No.: 1 AMS Version No.: 2

Effective Date: 04/07/2020 HL New Termination Date: 06/30/2020

06

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☒ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 67,500.00

Is there revenue included? ☒ Yes ☐ No If Yes \$ 67,500.00

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

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 Gates* 4/7/2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

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

**AMENDMENT
TO INTERGOVERNMENTAL AGREEMENT
FOR SERVICES OF AN INTERIM CHIEF OF POLICE**

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“**Amendment**”) is made as of the date of last signature below (“**Effective Date**”) between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**COLLEGE**”) and PIMA COUNTY (“**COUNTY**”).

RECITALS:

- A. On December 11, 2019, the parties entered into the Intergovernmental Agreement for Services of an Interim Chief of Police provided by COUNTY to COLLEGE between October 7, 2019 and April 6, 2020 (“**Agreement**”). Pursuant to the Agreement, COUNTY assigned a member of its Sheriff’s Department (PCSD) to serve as an Interim Chief of Police for COLLEGE in exchange for COLLEGE’s reimbursement to COUNTY of a corresponding prorated portion of the assigned PCSD member’s compensation.
- B. Section III of the Agreement authorizes Parties to extend the Agreement by written amendment.
- C. COLLEGE and COUNTY now desire to extend the Agreement for additional duration and clarify the terms of the reimbursement arrangement, as specified below.

NOW, THEREFORE, in consideration of mutual promises contained herein, the parties hereby amend the Agreement as follows:

1. INITIAL TERM. Section III (**Term**) of the Agreement is amended:

- 1.1 by inserting language (“Initial Term”) at the end of the first sentence;
- 1.2 by inserting period (.) at the end of the second sentence after word “boards”; and
- 1.3 by inserting after the second sentence the following new language:

The Initial Term and all subsequent extended terms, if any, shall together constitute the Term of this Agreement.

2. EXTENDED TERM. The Agreement is hereby extended beyond the Initial Term for additional duration commencing on April 6, 2020 and ending on June 30, 2020.

3. REIMBURSEMENT. Section I (**Obligations of the Parties**) of the Agreement is amended:

- 3.1 by inserting in the first full paragraph at the end of the sentence new language (“Services”); and
- 3.2 by deleting the first sentence of the third full paragraph in its entirety and by inserting the following new language:

For Services delivered during the Term of this Agreement, COLLEGE will reimburse COUNTY in the amount equal to a prorated share of the assigned PCSD member’s total annual compensation (salary and employment benefits) from the COUNTY; provided, however, that COLLEGE’s total reimbursement amount for the Initial Term will not exceed one hundred thirty five thousand (\$135,000) dollars, and provided that COLLEGE’s total reimbursement amount for Services delivered during each extended term, if any, will not exceed sixty seven thousand five hundred (\$67,500) dollars per three (3) months.

4. OTHER TERMS. Except as stated in this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

[SIGNATURE PAGE CONTINUES]


IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Amendment on the dates indicated below:

For COLLEGE

For COUNTY

**PIMA COUNTY COMMUNITY
COLLEGE DISTRICT:**

PIMA COUNTY:

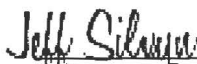
By: 
Print Name: Lee Lambert
Title: Chancellor
Date: Apr.2,2020


By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

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

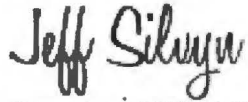

College Legal Counsel
Print Name: Jeff Silvyn
Date: Apr.2,2020


Pima County Legal Counsel
Print Name: **SEAN HOLGUIN**
Date: 4/1/20

Signatures

For
Name
Title

Pima County Community College District
Jeff Silvyn



Signed on 2020-04-02 21:43:44 GMT

Secured by Concord
DocumentID ZTVIYzMxZTUtM2
SigningID Y2YwNjQ5NGU1Y
Signing date 4/2/2020
IP Address 144.90.8.54
Email jsilvyn@pima.edu

For
Name
Title

Pima County Community College District
Lee D. Lambert
Chancellor



Signed on 2020-04-02 23:43:56 GMT

Secured by Concord
DocumentID ZTVIYzMxZTUtM2
SigningID NjlyZDExY_ YtMj
Signing date 4/2/2020
IP Address 144.90.124.208
Email gscharr@pima.edu