

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
Tucson Unified School District #1
AND
Pima County Community College District**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between TUCSON UNIFIED SCHOOL DISTRICT #1 (“AGENCY”) and PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“COLLEGE”).

AUTHORITY:

- 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;
- B. AGENCY is a school district authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-342(13) and 15-701.01(F).

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

1. PURPOSE

The COLLEGE has been awarded a grant from the Office of Postsecondary Education, U.S. Department of Education, Educational Talent Search Program (CFDA 84.044) for the period of September 1, 2016 to August 31, 2021. The purpose of this Agreement is to establish the rights and responsibilities of the parties for implementing an educational program pursuant to the grant.

2. EXCHANGE OF SERVICES AND/OR GOODS

2.1. COLLEGE SHALL PROVIDE agency with the Educational Services described in Exhibit A, which is attached to and made part of this Agreement.

2.2. AGENCY shall provide COLLEGE with the Goods and/or Services described in Exhibit A which is attached to and made part of this Agreement.

3. TERMS AND TERMINATION

3.1. Term. The term of this Agreement shall commence on September 1, 2016 and expire on August 31, 2021 (“Term”). Thereafter, the parties may extend this Agreement for up to four (4) additional one-year periods by written approval of both parties. With respect to the services and/or goods described in Exhibit 1 and Exhibit 2 and any subsequent exhibit for additional exchange of service and/or goods, the Term set forth in each respective exhibit will control the parties’ obligations stated in such exhibit.

3.2. Termination. Notwithstanding the Term, either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. Additionally, the parties understand that the continuation of the Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing bodies for AGENCY and COLLEGE. Each party shall notify the other party in writing as soon as reasonably possible after the unavailability of funding comes to its attention. 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, any personal property used by COLLEGE and AGENCY in administering this Agreement shall remain the property of the purchasing party.

4. FUNDING; FINANCIL PROVISIONS

All terms related to funding and to any exchange of moneys between the parties in respect to each party's provision of services under this Agreement are incorporated in Exhibit A, which is attached to and made part of this Agreement.

5. STANDARD PROVISIONS

5.1. Confidentiality. If, during the Term, either party is provided with access to the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature ("Confidential Information"), the party shall handle and store such Confidential 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 this Agreement, the parties shall ensure that all Confidential Information acquired is either (i) promptly returned to the other party 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.

5.2. FERPA; Educational Records. Educational records provided pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be disclosed except as provided by law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

5.3. Conflict of Interest. Each party may cancel this Agreement for conflict of interest pursuant to A.R.S. Section 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

5.4 Indemnification. Each party shall be responsible only for liabilities arising out of its employees' conduct in connection with performance of services under this Agreement.

6. MISCELLANEOUS PROVISIONS

6.1. Compliance with All Laws. The parties shall comply with the requirements of all state and federal rules and regulations, including the American with Disabilities Act (ADA), 42

U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.

6.2 Scope of Relationship. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between COLLEGE and AGENCY, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

6.3 Employees. Each party’s employees shall remain under the exclusive direction and control of their respective employer, and no employee of each party shall be considered employee or joint employee of the other party. Each party’s employees shall not be entitled to employment benefits or any compensation from the other party.

6.4 Dispute Resolution. This Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.

6.5 Notice. Any notice to be given under this Agreement must be in writing and sent to the intended party’s address indicated below:

To COLLEGE:
Pima Community College
Attn: Grants Resource Office
4905D East Broadway Blvd.
Tucson, Arizona 85709-1175

To AGENCY:

Attn: _____

6.6. Entire Agreement. This document, including all exhibits, constitutes the entire agreement between the parties.

6.7 Amendments. This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

For COLLEGE:

For AGENCY:

By: _____
Print Name: Amanda Kaminski
Title: Advanced program Manager – Grants
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: _____

AGENCY Legal Counsel
Print Name: _____
Date: _____

EXHIBIT A, attached