

CCAMPIS CHILD CARE CENTER INTERGOVERNMENTAL AGREEMENT

This CCAMPIS CHILD CARE CENTER INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made as of the date of last signature below (“**Effective Date**”), by and between Pima County Community College District (“**College**”) and Amphitheater Public Schools (“**APS**”). College and APS may be referred to individually as Party (“**Party**”) and collectively as Parties (“**Parties**”) in this Agreement.

RECITALS:

- A. College is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-952, 15-1401, and 15-1444.
- B. College is the recipient of the Child Care Access Means Parents In School (“**CCAMPIS**”) grant from the Department of Education (“**DOE**”) which includes grant funding for several purposes, including subsidizing a portion of the cost of childcare for College’s current students (individually, a “**Participant**” and collectively, “**Participants**”), at DOE-approved childcare facilities such as APS (“**Grant**”).
- C. APS is a school district authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-342 and operates a DOE-approved childcare center providing childcare services in Tucson and Pima County.
- D. APS, in accordance with the terms of the Grant as well as the terms of this Agreement, desires to collaborate with College to provide childcare services for Participants (“**CCAMPIS Program**”).

NOW, THEREFORE, for and in consideration of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. TERM.** This Agreement shall commence on the Effective Date and shall be in effect for one (1) year (“**Term**”) and shall automatically renew annually unless this Agreement is terminated or Grant funding ceases.
- 2. COLLEGE RESPONSIBILITIES.** Subject to the terms and conditions of this Agreement and terms and conditions of the Grant, College shall be responsible for the following:
 - 2.1** Recruit Participants to participate in CCAMPIS Program.
 - 2.2** Refer Participants to approved childcare centers, including APS.
 - 2.3** Provide stipends payable directly to APS to subsidize a portion of the childcare cost. This portion will be a sliding scale based on the student’s needs and selection criteria.
 - 2.4** Monitor APS’s compliance with the CCAMPIS Program and the terms of this Agreement.
 - 2.5** Keep an open line of communication with APS to report any changes in CCAMPIS enrollment status of the Participant.
 - 2.6** Periodically visit APS during the term of the Agreement to ensure appropriate attendance and if any additional needs are identified.
- 3. APS RESPONSIBILITIES.** Subject to the terms of this Agreement and terms and conditions of the Grant, APS shall be responsible for the following:
 - 3.1** Provide College with a current, valid W-9 for APS.
 - 3.2** Accept CCAMPIS stipends from College as compensation for approved Participants.



- 3.3 Provide College with any requested documentation, included but not limited to: receipts, child attendance records, accreditation documentation, documents related to DES Certification/DHS Licensing, in a timely manner.
- 3.4 Treat Participants in the same manner as other APS clients. Specifically, in the case of a
- 3.5 waiting list, stipend recipients will not be penalized or treated differently from other waitlisted clients.
- 3.6 Inform designated College staff, in a timely manner, if a Participant withdraws or makes an enrollment change at the childcare center.
- 3.7 Maintain good standing with the Bureau of Child Care Licensing, Department of Economic Security (“DES”), Child Care Administration, and remain accredited in a nationally recognized program.
- 3.8 Allow designated College staff to visit APS periodically.
- 3.9 Keep an open line of communication with designated College staff to report any pertinent changes, challenges or successes regarding Participant and their child performance.
- 3.10 Report child attendance to designated College staff on a monthly basis.
- 3.11 In the event APS intends to discontinue participation in the CCAMPIS Program, APS must provide at least thirty (30) days’ prior written notice to both designated College staff and Participant(s).

4. FINANCIAL PROVISIONS

- 4.1 **Funding.** Except as expressly stated in this Agreement, each Party shall be solely responsible for funding of and all necessary financial support required to conduct such Party’s respective obligations under this Agreement.
- 4.2 **Grant Funding for College.** The Parties acknowledge and agree that the CCAMPIS Program, and College’s ability to participate in the CCAMPIS Program, is funded by the Grant funds. Grant funds will cover the co-pays remaining for a Participant after their DES childcare subsidies are used, as calculated based on the official DES sliding fee scale.

5. TERMINATION; SUSPENSION

- 5.1 **Termination for Convenience.** Either Party may terminate this Agreement for any reason upon one hundred and eighty (180) days prior written notice to the other Party so long as such termination has received the prior written approval of the Department of Education.
- 5.2 **Termination for Cause.** In the event either Party fails to comply with or observe any provision of this Agreement (“Breach”), and such Breach remains uncured beyond ten (10) days’ notice to the Breaching Party, the non-Breaching Party may, in addition to any other remedy available, terminate this Agreement.
- 5.3 **Lack of Funding.** Either Party may terminate this Agreement, with prior written notice to the other Party, in the event the funding for the Party or the Program has been terminated, discontinued or not renewed by the funding organization, or in the case of College, in addition to the aforementioned funding sources, its Governing Board. Notices to the other Party shall be made as soon as the terminating Party becomes aware of the above event.
- 5.4 **Suspension.** In the event APS loses the required licensing or accreditation for participation in the CCAMPIS Program, the Parties may temporarily suspend the CCAMPIS Program’s operation for the duration necessary to remedy the issue or for the mutually agreed upon duration. The Parties will exercise their best efforts to avoid any prolonged suspension that may disrupt the Program.



6. **INSURANCE.** Each Party shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of its respective employees and agents participating under this Agreement. Neither Party will be responsible for maintaining insurance coverage for liability arising from the acts and omissions of the other Party, or the other Party's employees, agents and contractors.
7. **INDEMNIFICATION.** Each Party shall indemnify, defend and hold harmless the other Party, and the other Party's officers, contractors, agents, and employees from and against any and all actions, claims (including, but not limited to personal injury and death), damages, costs, expenses (including all costs and expenses associated with litigation up through final appeal), and liabilities (collectively "**Claims**") arising out of or related to the breach of this Agreement, breach of applicable law, negligence, or intentional acts the Party or any party acting on its behalf or under its direction while acting under this Agreement. Each Party expressly reserves the right to retain separate counsel at its own expense to participate in the defense or settlement of such claims.
8. **LIMITATION OF LIABILITY.** THE PARTIES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. THIS CLAUSE SHALL SURVIVE TERMINATION OF THE AGREEMENT.
9. **GENERAL PROVISIONS**
 - 9.1 **Non-Assignment.** APS shall not transfer or assign any of its rights under this Agreement to others without the prior written consent of an authorized official of College. Any attempt to transfer or assign shall be null and void.
 - 9.2 **Compliance.** The Parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the Americans with Disabilities Act ("**ADA**"), 42 U.S.C. § 12132, Immigration and Nationality Act ("**INA**"), 8 U.S.C. § 1324a, and Arizona Revised Statutes ("**ARS**") § 41-4401.
 - 9.3 **Scope of Relationship; Non-Endorsement.** Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between College and APS, and nothing in this Agreement will be construed to authorize either Party to act as agent for the other.
 - 9.4 **Confidentiality; Public Records.** The Parties acknowledge that, to the extent applicable, all records are subject to audit pursuant to A.R.S. § 35-214 and the public records law, A.R.S. § 39-121 et seq.
 - 9.5 **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation by College for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
 - 9.6 **No Waiver of Rights.** No waiver by College of any breach of the provisions of this Agreement by APS shall in any way be construed to be a waiver of any future breach or bar College's right to insist on strict performance of the provisions of this Agreement.
 - 9.7 **Force Majeure.** Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, to the extent that the performance of any such obligation is

prevented or delayed by any cause which is beyond the reasonable control of the affected Party.

9.8 Headings. The headings of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

9.9 Severability. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

9.10 No Third-Party Beneficiaries. No person or entity, whether or not mentioned or referred to in this Agreement, other than College and APS and their permitted successors and assigns, shall be considered to be a beneficiary of or entitled to assert any rights under this Agreement.

9.11 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

9.12 Dispute Resolution. This Agreement is subject to arbitration to the extent required by ARS §§ 12-133 and 12-1518, and Rule 2.9 of Pima County Superior Court Local Rules.

9.13 Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Arizona. The venue for any dispute regarding this Agreement shall be Pima County, Arizona, each Party waives any defense of non-convenient forum.

10. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous agreements or understandings, whether oral or written. This Agreement may not be modified or amended except by written amendment signed by an authorized official from each Party.

11. NOTICES. All notices, statutory notices, demands, statements or communications given or required to be given by either party to the other hereunder shall be in writing, and shall be (i) sent by United States certified or registered mail, postage prepaid, return receipt requested, (ii) sent by recognized overnight delivery service, (iii) delivered personally, or (v) sent by email, in each case addressed to the appropriate address set forth below, or to such other place as parties may from time to time designate:

To COLLEGE
4905 E. Broadway Blvd. #D-232
Tucson, AZ. 85709
Attn: Julie Mendivil, CCAMPIS Program Manager
jmendivil17@pima.edu

To APS
Address
City, State, Zip
Attn:

12. COUNTERPARTS. This Agreement may be signed in one or more counterparts where combined shall effectuate one signed document.

Signatures on Following Page.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials as of the Effective Date.

**PIMA COUNTY COMMUNITY COLLEGE
DISTRICT**

AMPHITHEATER PUBLIC SCHOOLS

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.

Pima Community College Legal Counsel

Amphitheater Public Schools Legal Counsel

Print Name:
Title:
Date:

Print Name:
Title:
Date: