



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

Requested Board Meeting Date: October 20, 2015

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Pinal County School Superintendent & Coolidge Unified School District No. 21

**Project Title/Description:**

To provide STEM-related professional development services to teachers at Coolidge Unified School District

**Purpose:**

The IGA will allow the Superintendent of Schools to provide teachers with STEM-related professional development in the Coolidge Unified School Districts. County school superintendent are authorized to provide districts and charters with support via discretionary programs, like teacher professional development, when requested by the school district or charter school. In the case of school districts or charter school that are in other counties, these must be performed in conjunction with the county school superintendent of the county where the district or charter school is located. The IGA will authorize all entities to provide the school district with professional development services as part of the Superintendent of Schools' "STEMAZing Project" initiative.

**Procurement Method:**

Intergovernmental Agreement

**Program Goals/Predicted Outcomes:**

For teachers in the Coolidge Unified School District to incorporate lessons from the STEM-related professional development activities into their classroom instruction.

**Public Benefit:**

Increase of STEM-related academic activities into classroom instruction, which helps students become more aware of STEM-related careers, which are the one of the fastest growing career fields in the country.

**Metrics Available to Measure Performance:**

Attendance sheets for each training provided.

**Retroactive:**

No

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To: COB- 10-15-15 (1)  
Ver. - 1  
Pgs. - 6 Addendum

Procure Dept 10/12/15 PM 10:08

**Original Information**

Document Type: CTN Department Code: SS Contract Number (i.e.,15-123): 16-49

Effective Date: 10/20/2015 Termination Date: 10/19/2016 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 6,000.00

Funding Source(s): Fees collected from services provided.

Cost to Pima County General Fund: 0.00

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Ricky Hernandez

Department: Superintendent of Schools Telephone: 724-8451

Department Director Signature/Date: [Signature] DEPUTY COUNTY SCHOOL SVPT

Deputy County Administrator Signature/Date: [Signature]

County Administrator Signature/Date: [Signature] 10/9/15  
*(Required for Board Agenda/Addendum Items)*

This number must appear on all invoices, correspondence and pertaining to this

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE PIMA COUNTY SCHOOL SUPERINTENDENT,  
THE PINAL COUNTY SCHOOL SUPERINTENDENT AND  
COOLIDGE UNIFIED SCHOOL DISTRICT NO. 21  
FOR PROFESSIONAL DEVELOPMENT SERVICES**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA," between Pima County, on behalf of the Pima County School Superintendent, hereinafter referred to as "Pima County," Pinal County, on behalf of the Pinal County School Superintendent, hereinafter to as "Pinal County," and the Coolidge Unified School District No. 21 of Pinal County, Arizona, hereinafter referred to as "School District" for the provision of professional development services and materials. In consideration of the mutual agreement set forth herein, the parties will cooperate as described herein.

**A. PURPOSE**

The purpose of this IGA is for Pima County and Pinal County to jointly provide professional development and training services related to science, technology, engineering and mathematics (STEM), via the STEMAZing Project, to the staff of the School District. These professional development workshops will include consulting services on integrating STEM-related activities into the curriculum, provide onsite trainings to teachers on STEM strategies, provide materials and supplies that will enhance the training and for consulting and planning related to the professional development opportunities for the School District.

**B. AUTHORITY**

The Pima County School Superintendent, through the Pima County Board of Supervisors, and the Pinal County School Superintendent, through the Pinal County Board of Supervisors, have the authority to enter into an IGA pursuant to A.R.S. § 11-952. The School District has the authority to enter into an IGA pursuant to A.R.S. § 15-342(13). Pima County and Pinal County have the authority to jointly provide services to school districts and charters at their request pursuant to A.R.S. § 15-302(C).

**C. TERM**

The Agreement is effective on the date of the final signature for a term of one (1) year unless extended or terminated in accordance with the terms of this IGA.

**D. DUTIES OF THE SCHOOL DISTRICT**

The School District agrees:

1. To provide Pima County with the dates of the various full-district and half-district professional development workshops at least two (2) months in advance.
2. The number of full-district and half-district professional development workshop attendees must be determined not later than twenty (20) business days before the start of a scheduled workshop.
3. That if there are more attendees at the workshop than were determined within the twenty (20) business days, Pima County is not required to provide supplies and equipment for additional materials and kits for the workshop.
4. That if there are fewer attendees at the workshop than were determined within the twenty (20) business days, the School District will still be responsible for the cost at the original number of attendees. The School District will be allowed to retain the extra kits provided for the workshop.

5. To register and pay workshop registration fees at least seven (7) business days in advance of the workshop deadline. School District understands that failure to register and pay registration fees will result in relinquishing reserved registration under Section E, Paragraph 4.
6. To be responsible for the purchase of all food and refreshment supplies during the professional development workshops.
7. To consult with Pima County on the option to provide kits of supplies and equipment for each educator in attendance at a workshop or for each school to provide access to a kit for each educator. Each option, the pricing, and the quantities will be decided in consultation with Pima County when the workshop dates are confirmed.
8. To be responsible for costs related to using School District facilities, information technology, and any applicable overhead costs during the workshops hosted in a School District facility.
9. Within 30 calendar days of receipt of an invoice to promptly pay Pima County for all services provided in accordance with "Attachment A – Scope of Work and Pricing Schedule."

E. **DUTIES OF PIMA COUNTY**

Pima County agrees:

1. To follow "Attachment A – Scope of Work and Pricing Schedule" to determine the cost for providing professional development services requested by the School District. No goods or services will be provided in excess of Attachment A without prior authorization via an amendment executed between the parties.
2. To follow "Attachment A – Scope of Work and Pricing Schedule" to determine the various services included within the selections made by the School District, in consultation with Pima County.
3. To reserve four (4) registrations for School District educators for STEMAZing Saturday Workshops.
4. To provide School District with all invoices for applicable services within fifteen (15) days after the completion of a workshop, consultation or planning meeting. All invoices due will be provided to the School District no later than thirty (30) days after the end of a fiscal year ending June 30<sup>th</sup>. Invoices will contain documentation requested by the School District to support payment request.
5. Ensure that all scheduled workshops shall include a qualified facilitator and all previously agreed upon supply and equipment kits.
6. Provide required data or other necessary information that supports the School District source of funds to support this project.
7. To maintain pricing firm during the term of this IGA. Cost increases will be provided to the School District upon renewal of the IGA. Any request for cost increase will be provided in writing to the School District within sixty (60) days prior to the termination date.

F. **DUTIES OF PINAL COUNTY**

Pinal County agrees:

1. To provide technical assistance to Pima County and the School District to support the duties outlined in Sections D and E of this IGA.

G. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, 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 referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which results in vicarious/derivative liability to the Indemnitee are caused by act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

H. **WORKER'S COMPENSATION**

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

I. **ASSIGNMENT**

No party to this IGA shall assign its right to this IGA, in whole or part, without prior written approval of the other party.

J. **NON-DISCRIMINATION**

Each party agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR 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.

K. **AUTHORITY TO CONTRACT**

Each party warrants its right and power to enter into this IGA. If any court or administrative agency determines that either party does not have authority to enter into this IGA, there shall be no liability to any party or any third party by reason of such determination or by reason of this IGA.

L. **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 into this IGA by reference.

M. **NOTICE**

Any notice required or permitted to be given under this IGA will be in writing and will be serviced by personal delivery or by certified mail upon the other party as follows:

PIMA COUNTY	PINAL COUNTY	SCHOOL DISTRICT
DaNel Hogan, STEMAZing Project Director 200 N. Stone Ave. Tucson, AZ 85701 <a href="mailto:danel.hogan@schools.pima.gov">danel.hogan@schools.pima.gov</a> (520) 724-8395	Hon. Jill Broussard Pinal County School Superintendent 75 Bailey St. Florence, AZ 85132 <a href="mailto:jbroussard@pinalcso.org">jbroussard@pinalcso.org</a> (520) 866-6565	Pat Jimenez Director of Professional Development 450 N. Arizona Blvd Coolidge, AZ 85128 <a href="mailto:patricia.jimenez@coolidgeschools.org">patricia.jimenez@coolidgeschools.org</a> (520) 723-2044

N. **SEVERABILITY**

Each provision of this IGA stands alone, and any provision of this IGA found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this IGA.

O. **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Each party warrants compliance with all Federal and State immigration laws and regulations relating to the employees and warrants its compliance with A.R.S. § 23-214(A). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided, the parties may terminate this IGA.

A breach of warranty regarding compliance under this section shall be deemed a material breach of the IGA that is subject to penalties up to and including termination of the IGA.

P. **FINGERPRINTING**

The parties shall comply with all fingerprinting requirements pursuant to A.R.S. §§ 15-512 and 15-534, as applicable, unless otherwise exempted.

Q. **MODIFICATIONS**

Any modification of the terms of this IGA or an extension of the termination date, will be by formal written amendment executed by the parties hereto. Amendments must be approved by each party before any work or deliveries under the amendment commences.

R. **COUNTERPARTS**

This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

S. **TERMINATION**

Each party reserves the right to terminate this IGA at any time and without cause by serving upon the other party thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the School District's obligation to Pima County or Pinal County will be for payment of materials and services rendered prior to the date of termination.

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason, there are not sufficient appropriated and available funds for the purpose of maintaining a party's obligations under this IGA. In the event of such termination, the School District will have no further obligation to the Pima County or Pinal County, other than to pay for services rendered prior to termination. Pima County and Pinal County will have no further obligation to the School District, other than to provide materials and services mutually agreed upon prior to termination.

T. **ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures of this IGA on the date written below.

**PIMA COUNTY:**

\_\_\_\_\_  
CHAIR, PIMA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
CLERK, PIMA COUNTY BOARD OF SUPERVISORS

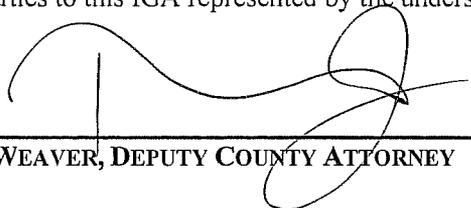
\_\_\_\_\_  
DATE

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
COUNTY SCHOOL SUPERINTENDENT

10.9.15  
DATE

The foregoing IGA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who 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 those parties to this IGA represented by the undersigned.

  
\_\_\_\_\_  
THOMAS WEAVER, DEPUTY COUNTY ATTORNEY

10/7/15  
DATE

**ATTACHMENT A – SCOPE OF WORK AND PRICING SCHEDULE**

<b>LINE</b>	<b>ACTIVITY</b>	<b>COST</b>
1.	Full-District Workshop Development, Supply/Equipment Sourcing, Coordination and Planning with Facilitators. Does not include cost for facilitator (See Line #3). Not to exceed 230 attendees.	\$3000 per workshop
2.	Half-District Workshop Development, Supply/Equipment Sourcing, Coordination and Planning for Facilitators. Does not include cost for facilitator fees (See Line #3). Not to exceed 115 attendees.	\$1500 per workshop
3.	Full-Day Facilitator Cost (Note: Option of using additional facilitator for every 30 educators attending Professional Development Workshop, up to 6 facilitators for Full-District Workshops and up to 4 facilitators for Half-District Workshops)	\$500 per workshop per facilitator
4.	Option 1 (Kits for each educator): Supply/Equipment Kits for EACH District Educator Attending Workshop (per kit cost can be adjusted in increments of \$25 upon written agreement)	\$50 per kit per attendee
5.	Option 2 (Kits for each school): Supply/Equipment Kits for EACH school participating in workshop. (per kit cost can be adjusted in increments of \$100 upon written agreement)	\$300 per kit per school
6.	Consultation and Planning Meetings with DaNel Hogan and/or facilitators	\$20 per hour, per person
7.	STEMAZing Saturday Workshops (The STEMAZing Project agrees to hold 4 spots for Coolidge Unified School District educators. Coolidge Unified School District agrees to register and pay workshop registration fees at least 7 days in advance of the workshop deadline.)	