



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/06/2025

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

State of Arizona Early Childhood Development and Health Board dba First Things First

***Project Title/Description:**

Pima Early Education Program

***Purpose:**

The purpose of this IGA is for First Things First to administer preschool scholarships for children ages 3-5 years old to high-quality rated childcare providers within Pima County.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To increase the number of 3-5 year old children from income eligible families attending high quality preschools in Pima County. To increase the number and capacity of preschools recognized by the State as high quality.

***Public Benefit:**

A wealth of data shows that investing in high quality preschool, especially for economically disadvantaged, minority and dual language children provides short-term and lasting benefits to children, families, schools, employers, taxpayers and the community.

***Metrics Available to Measure Performance:**

First Things First will provide monthly reports with scholarship usage, quality rating of providers and disbursements of scholarships.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: PO Department Code: CWD Contract Number (i.e., 15-123): PO02500011165
Commencement Date: 07/01/2025 Termination Date: 06/30/2028 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 11,109,903.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** CWD Pima Early Education Program Special Revenue

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.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ 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): _____
Commencement 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: Nicole Scott

Department: CWD

Telephone: 520-724-2696

Department Director Signature: [Signature] Date: 4/15/2025

Deputy County Administrator Signature: [Signature] Date: 4/17/2025

County Administrator Signature: [Signature] Date: 4/17/2025

**Intergovernmental Agreement
between
Pima County and State of Arizona Early Childhood Development and Health Board dba
First Things First
for
Pima Early Education Program**

This Intergovernmental Agreement (“**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the State of Arizona Early Childhood Development and Health Board dba First Things First, (“**FTF**” or “**Contractor**”) pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. County and FTF may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- 1.2. County is authorized by A.R.S. §§ 11-254.04 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- 1.3. FTF is authorized by A.R.S. §§ 8-1151(B)(1) and 8-1192(B)(4) to enter into this IGA with County.
- 1.4. County as part of its 2023-2026 Economic Development Strategic Plan, has recognized the significance of workforce shortages and the need for reliable, high-quality, and affordable preschool programs to address barriers to parents entering and remaining in the workforce.
- 1.5. Pima County adopted the Prosperity Initiative Board Policy for the purpose of reducing generational poverty and improving community wealth.
- 1.6. Research shows that children, particularly economically disadvantaged children and children of color, who attend preschool are better prepared for kindergarten and are less likely to need expensive special education services, and that, with continued supportive education, these benefits may result in positive longer-term outcomes for those children, their parents, employers, and taxpayers.
- 1.7. In Pima County, only 34% of third graders are minimally proficient at reading – a key educational indicator. Preschool enrollment is low, enrollment in quality preschool is even lower, half of all preschool-age children are from low-income families, a majority of preschool-age children from low-income families are children of color, and public funding and preschool capacity for those who need it is insufficient.
- 1.8. County has determined that funding preschool expansion for low-income families that wish to enroll their preschool-age children in high-quality preschools will improve the economic health and welfare of those children, their parents, employers, and taxpayers.

2. **Purpose.** County wants to expend \$11,109,903.00 over 3 fiscal years for an estimated 880 high-quality childcare scholarships for preschool children aged 3 to 5. FTF already administers a childcare scholarship program in Pima County called Quality First Scholarships. County and FTF agree to use FTF's existing Quality First Scholarship system and infrastructure to administer these Pima County scholarships funded by County, as described in **Exhibit A**, Scope of Services.
3. **Compensation and Payment.**
 - 3.1. **Not-to-Exceed Amount.** County may pay Contractor up to **\$11,109,903.00** ("NTE Amount"). Contractor may not provide any services, payment for which will cause County's total payment under this Agreement to exceed the NTE Amount. If Contractor does so, it is at Contractor's own risk.
 - 3.2. **Scholarship Rates.** County will pay Contractor on a cost reimbursement basis in accordance with scholarship rates as specified in **Exhibit A**. Part-time scholarships will be prorated accordingly.
 - 3.3. **Timing of Invoices.** Contractor will invoice County on a monthly basis as set forth in **Exhibit B** (1 page). County must receive invoices no more than 60 days after the end of the billing period in which Contractor delivered the invoiced services to County. County may refuse to pay for any service for which Contractor does not timely invoice County.
 - 3.4. **Cost Restrictions.** Prior to incurring reimbursable costs under this IGA, Contractor must first exhaust funds made available under the subaward intergovernmental agreement (Contract number: CT_22000000000000000385, formerly CT-CR-22-385) between Contractor and County.
 - 3.5. **Content of Invoices.** Each monthly request for reimbursement must be completed on the form provided by County that is substantially the form in **Exhibit B**. Each monthly request for reimbursement must have a unique invoice identifier and include this Agreement number. The person(s) that prepared the invoice and an authorized manager, supervisor or executive of Contractor must approve and sign each invoice to insure proper internal financial controls. Contractor must provide the following documentation with each invoice:
 - 3.5.1. Adequate accounting report to support scholarship reimbursement to Quality First providers.
 - 3.5.2. Any other documentation requested by County in **Exhibit A** Scope of Services
 - 3.6. **Payment to Contractor.** County will not make payments to Contractor, until (1) Contractor has completed and submitted a W-9 Taxpayer Identification Number form; (2) County has registered as a Pima County Vendor through the Pima County Procurement website; (3) this Agreement is fully executed; and (4) adequate and accurate documentation is provided with each request for payment or invoice. County may at any time question any payment to Contractor. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment.

- 3.7. **Final Payment.** Contractor must submit its request for final payment for compensation earned and/or eligible costs incurred to County within 45 calendar days after the end of the contract term. The request must meet the requirements in this Section 3 and include a report summarizing Contractor's performance during the term of the Agreement.
4. **Term.** This IGA commences on July 1, 2025, and will terminate on June 30, 2028. If the commencement date of the Term is before the date of execution, the parties will, for all purposes, deem the IGA to have been in effect as of the commencement date.
 5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
 6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend 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 collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
 7. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
 8. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties 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.
 9. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
 10. **Arbitration.** To the extent required by A.R.S. § 12-1518 and after exhausting applicable administrative review, the parties agree to use arbitration to resolve any dispute arising under this IGA.
 11. **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 herein by reference.
 12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the State of Arizona Early Childhood Development and Health Board does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

13. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
14. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will 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.
15. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
16. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and 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:

Nicole Scott, Program Manager
Pima County Community &
Workforce Development
2797 E. Ajo Way
Tucson, AZ 85713

**Arizona Early Childhood Development
Health Board/First Things First:**

Josh Allen
Finance Division
4000 North Central, Suite 500
Phoenix, AZ 85012

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
19. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
20. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

PIMA COUNTY

**Arizona Early Childhood Development
and Health Board/First Things First**

Chair
Board of Supervisors



Josh Allen
CFO/COO

Date



Date

ATTEST

ATTEST

Clerk of the Board



[Title]

21. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

SIGNATURE PAGE TO FOLLOW

Approval

The foregoing Intergovernmental Agreement between Pima County and the Arizona Early Childhood Development Health Board/First Things First has been reviewed by the undersigned and is hereby approved as to content.

Jan Leshner, Pima County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Arizona Early Childhood Development Health Board/First Things First has been reviewed by the undersigned, each of whom 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 the party he or she represents.

PIMA COUNTY:

**Arizona Early Childhood Health Board/First
Things First**



Deputy County Attorney



[Title]

Contract No.: PO2500011165

Exhibit A (2 pages)
Scope of Services

Pima County wants to expend \$11,109,903.00 over state fiscal years 2026, 2027, and 2028 for an estimated 290 childcare scholarships per fiscal year for low-income preschool children aged 3 to 5. FTF already administers a childcare scholarship program in Pima County called Quality First Scholarships for children whose family household is at or below 300% of the Federal Poverty Level. Pima County and FTF have agreed to use FTF's existing Quality First Scholarships system and infrastructure to administer these Pima County Scholarships funded by Pima County. FTF contracts with Valley of the Sun United Way (VSUW) to manage the Quality First Scholarship system and infrastructure. FTF passes through the entirety of Pima County funding to VSUW as FTF's grantee for scholarships, with the exception of FTF's direct administrative costs that are determined by Pima County to be reasonable, allocable and allowable per regulations.

Project Services: FTF will administer the Pima Early Education Program Scholarships in the same that it administers Quality First Scholarships except as described here:

- A. Pima Early Education Program Scholarships will be funded with money received from Pima County.
- B. Pima Early Education Program Scholarships will be limited to children aged 3 to 5, not yet eligible for kindergarten.
- C. Pima Early Education Program Scholarships will be limited to Pima County, including tribal lands and cities and towns within Pima County's geographic boundaries.
- D. Childcare and preschools located in Pima County with a valid Quality First star rating of 3-5 stars and already receiving Quality First Scholarships. This also includes former Quality First participants that still have a valid 3-5 star rating.
- E. A family can have up to two Pima Early Education Program Scholarships in addition to two Quality First Scholarships.
- F. Reimbursement rate per scholarship will be \$12,600.00 for full time 12 month for 3-5 star providers.
- G. Pima County and FTF will draft guidance for providers on the use of Pima Early Education Scholarships versus Quality First scholarships.

By way of example, FTF will administer the Pima Early Education Program Scholarships in the same way that it administers Quality First Scholarships with respect to families qualifying for the scholarships, the use of full time and part time scholarships, allocation of scholarships among the providers, and reallocation of unused scholarships to different providers. With respect to allocation of scholarships among the providers, this means the number of scholarships offered to each provider will be based on the provider's star rating and licensed capacity for children up to age 5, with larger programs and higher rated programs being initially offered more combined Quality First and Pima Early Education Program Scholarships than smaller programs and lower rated programs. Allocation of scholarships will also be based on the type of program (home or center) and the ability and willingness to use the scholarships.

FTF will establish and maintain a budget for the Pima Early Education Program Scholarships in the same way it maintains a budget for the Quality First Scholarship Program. FTF will also adjust the number of Pima Early Education Scholarships, if necessary, to prevent the program from going over budget for the fiscal year.

Contract No.: PO2500011165

Reports: FTF will provide monthly performance reports to Pima County that include, as applicable:

- For childcare providers receiving Pima Early Education Scholarships slots, the providers' name, address, star rating, program type (center or home) and size;
- For Pima Early Education Program Scholarships slots, the number of initially allocated, the number currently allocated, and the number filled with enrolled children by each provider;
- The number of unique children enrolled with Pima Early Education Program Scholarships in a month and year to date by each provider;
- The amount paid out for Pima Early Education Program Scholarships in a month and year to date by each provider;
- Countywide totals of Pima Early Education Program Scholarships allocated, children enrolled, and money spent; and
- For Quality First Scholarships slots in Pima County, the number initially allocated, the number currently allocated, the number used, the number used for 3-5 year olds, current month unique 3-5 year olds, and total 3-5 year olds.

The parties understand that data about scholarships usage and payouts will refer to an earlier month. For example, the September 1 report will include data for the month of July because the July data is collected during the month of August.

End of Exhibit A

EXHIBIT B (1 page)
Monthly Invoice Report (sample)

PIMA COUNTY INVOICE REPORT Pima County Department of Community & Workforce Development-Library District Tax																
PLEASE SEND INVOICE TO THE ATTENTION OF: Community & Workforce Development Ann Nicole Scott 2767 E. Aljo Way Tucson, AZ 85710 annscott@pima.gov				AGENCY INVOICE INFORMATION: Agency Name First: Tringis First Last: Josh Allen Agency Address 4000 North Central Avenue City, State, Zip: Phoenix, AZ 85018 jallen@chilbrack.us				FUNDING INFORMATION EXP. REPORT DATE _____ PROGRAM NAME PEEF+Quality First Echo at night EXPENSE REPORT # _____ CFDA # 21.027								
APPROVED BUDGET & EXPENSE DETAILS (07/01/25 - 06/30/26)																
EXPENSES: Next 30 Days		APPROVED BUDGET	Jul-25 Exp. Amt	Aug-25 Exp. Amt	Sep-25 Exp. Amt	Oct-25 Exp. Amt	Nov-25 Exp. Amt	Dec-25 Exp. Amt	Jan-26 Exp. Amt	Feb-26 Exp. Amt	Mar-26 Exp. Amt	Apr-26 Exp. Amt	May-26 Exp. Amt	Jun-26 Exp. Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
Direct Contractual/VSJW	Direct FTE Administrative Cas	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Budget		\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL CONTRACT EXPENSES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
By signing this report, I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).																
REQUIRED CONTRACTOR SIGNATURES: <div style="float: right; border: 1px solid black; width: 100px; height: 30px; margin-top: 10px;"></div>																
Agency Preparer Signature - please print & sign _____				Date _____		Contact Phone Num/Ext _____		Josh Allen, FCG003 Agency Authorized Approver Signature - please print & sign _____								
FOR PIMA COUNTY USE ONLY																
Date bill rec'd/Initials _____				Date rec'd for corrections/Initials _____				Date rec'd & submitted for payment/Initials _____								

End of Exhibit B

Contract No.: PO2500011165