



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 22, 2021

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Town of Oro Valley

***Project Title/Description:**

Pima Early Education Program.

***Purpose:**

The purpose of this IGA is for Town of Oro Valley to contribute funding to County's Pima Early Education Program to increase the number of high quality preschool classes at school district sites within the Town of Oro Valley so as to offer high quality preschool opportunities, without cost, to families with incomes at or below 200% of the Federal Poverty level.

Attachment: Contract Number CTN-CR-21-142

***Procurement Method:**

This IGA is not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The program goal is to provide high quality preschool classes at no cost to qualified low-income families.

***Public Benefit:**

Research shows that children, particularly economically disadvantaged children and children of color, who attend high quality preschool are better prepared for kindergarten and are less likely to need expensive special education services, and with continued supportive education these benefits may result in positive longer-term outcomes for those children, their parents, employers and taxpayers.

***Metrics Available to Measure Performance:**

County will provide quarterly reports, plus a year-end report.

***Retroactive:**

No.

Contract / Award Information

Document Type: CTN Department Code: CR Contract Number (i.e., 15-123): 21-142
Commencement Date: 7/1/21 Termination Date: 9/1/24 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 100,000

***Funding Source(s) required:** This is a revenue IGA and the funds are provided by the Town of Oro Valley General Funds

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 or ☐ 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: Rise Hart

Department: Community & Workforce Development

Telephone: 724-5723

Department Director Signature/Date: [Signature] 6/10/21

Deputy County Administrator Signature/Date: [Signature] 15 June 2021

County Administrator Signature/Date: [Signature] 6/15/21

(Required for Board Agenda/Addendum Items)

**Intergovernmental Agreement
between
Pima County and Town of Oro Valley
for
the Pima Early Education Program**

This Intergovernmental Agreement ("IGA") is between Pima County ("County"), a body politic and corporate of the State of Arizona, and Town of Oro Valley, Arizona ("Town"), pursuant to A.R.S. § 11-952.

Recitals

- A. County and Town 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.*
- B. 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.
- C. Town is authorized by A.R.S. § 9-500.11 to appropriate and spend public monies for and in connection with activities that the Town Council finds and determined will assist in enhancement of the economic welfare of Town residents.
- D. County, as part of its Economic Development Plan 2019-2021, 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.
- E. Research shows that children, particularly economically disadvantaged children and children of color, who attend high quality 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.
- F. In Pima County, only 46% 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 high quality preschool capacity is insufficient.
- G. County has determined that funding a new preschool expansion program, the Pima Early Education Program, which includes the allocation of preschool scholarships to eligible high quality preschools for families with incomes at or below 200% of the Federal Poverty Level, will improve the economic health and welfare of those children, their parents, employers, and taxpayers.
- H. The Town wants to allocate \$100,000 to County to provide preschool scholarships to eligible children attending preschool in Oro Valley.

NOW, THEREFORE, County and Town, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is for Town to contribute funding to County's Pima Early Education Program for preschool scholarships for families with incomes at or below 200% of the Federal Poverty level attending preschool in Oro Valley.
2. **Term.** This IGA commences on July 1, 2021 and will terminate on September 1, 2024. 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.
3. **Town Responsibilities.** Town shall pay County \$100,000 on or before September 30, 2021. Town shall identify a Liaison for this IGA by July 1, 2021. Town shall coordinate with County on efforts to connect participating families to other resources. Town shall share information about the Pima Early Education Program with Mayor and Council, as well as applicable Town departments.
4. **County Responsibilities.** County shall allocate Town's \$100,000 over three fiscal years to fund preschool scholarships at high quality preschools within the Town, to be administered under an Intergovernmental Agreement between County and First Things First, a copy of which shall also be provided to Town. County shall not charge Town an administrative fee for allocating the Town funds. County shall provide quarterly reports to Town on or before September 30, December 31, March 31 and June 30 of each year, and provide an end-of-year report by September 1 of each year. Reports shall include, for the preceding quarter, the amount of Town funding spent and number of children served. County shall identify a Liaison for this IGA by July 1, 2021.
5. **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.
6. **Insurance.** Each party is aware of the other party's self-insured status and agrees to maintain at its own expense, during the entire term of this IGA, any required insurance to satisfy financial responsibility associate with claims, including attorney fees outlined in section 5 above.
7. **Termination.**
 - a. Without Cause: Either party may terminate this IGA at any time, without cause, by notifying the other party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, the County's only obligation to Town will be repayment of Town funds that County has not already allocated to Estes Elementary School and other eligible preschools.
 - b. With Cause: Either party may terminate this IGA at any time without advance notice and without further obligation if either party finds the other party to be in default of any provision of this Agreement.

- c. **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 Town Council 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.
- 8. 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.
- 9. Non-Discrimination.** The parties shall not discriminate shall 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. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 10. Americans with Disabilities Act.** The parties shall comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§12101-12213) and the federal regulations for Title II (28 C.F.R. Part 35).
- 11. Cancellation for Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

- 16. 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.
- 17. 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:	Town:
Jenifer Darland Homeless Division Manager Pima County Community & Workforce Development 2797 E. Ajo Way 3 rd Floor Tucson, AZ 85713	Oro Valley Town Clerk 11,000 N. La Canada Drive Oro Valley, AZ 85737

- 18. Counterparts.** The parties may execute this IGA in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 19. 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.

SIGNATURE PAGE TO FOLLOW

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor, upon resolution of the Mayor and Council, and attested to by the Town Clerk.

PIMA COUNTY:**CITY:**_____
Chair, Board of Supervisors_____
Joseph Winfield, Mayor

ATTEST

ATTEST

Clerk of the Board_____
Michael Standish, Town Clerk**Approval**

The foregoing Intergovernmental Agreement between County and Town has been reviewed by the undersigned and is hereby approved as to content.




C.H. Huckelberry, Pima County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between County and the Town 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:**TOWN**



Stacey Roseberry, Deputy County Attorney

Tobin Sidles, Legal Services Director