



COB - BOSAIR FORM

06/25/2026 3:25 PM (MST)

BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT CWD CT2600000019

| | |
|---|--|
| Award Type: | Contract |
| BOSAIR Activity: | Board Meeting Request |
| Requested Board Meeting Date: | 07/14/2026 |
| Supplier / Customer / Grantor / Subrecipient: | Town of Marana |
| Project Title / Description: | Pima Early Education Program |
| Purpose: | The purpose of this IGA is for the Town of Marana 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, so as to offer high-quality preschool opportunities, to families with incomes at or below 300% of the Federal Poverty Level. |
| Procurement Method: | IGAs: This IGA is a non Procurement contract and not subject to Procurement rules. |
| Procurement Method Additional Info: | Contract Number CT2600000019 |
| 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 high-quality preschool providers in the community. |
| Public Benefit and Impact: | Decades of research shows that investing in high-quality preschool, especially for economically vulnerable, minority, and dual language children provides both short-term and lasting benefits to the children enrolled, their families, employers, taxpayers and the community. |
| Strategic Plan Pillar | <ul style="list-style-type: none"> • Quality of Life |
| Support of Prosperity Initiative: | <ul style="list-style-type: none"> • 6. Increase Access to Quality Early Childcare and Education |
| Provide information that explains how this activity supports the selected Prosperity Initiatives | This investment to the County's Pima Early Education Program will increase access for income eligible families to attend high-quality preschools within the Town of Marana. |
| Metrics Available to Measure Performance: | The total number of students enrolled, demographic information of enrolled children, quality rating of classes, and parent satisfaction surveys. |

Retroactive:

YES

Retroactive Description:

Retroactive because the contract has been scheduled for Board of Supervisor approval to coincide with other programmatic contracts and agreements. Negative impacts may occur if not approved before August 2026 when contract services will begin.

Contract / Award Information

Record Number: CT CWD CT2600000019

Document Type:

CT

Department Code:

CWD

Contract Number:

CT2600000019

Commencement Date:

07/01/2026

Termination Date:

06/30/2027

Customer Headquarters Location

Marana, AZ

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$153,339.20

Funding Source Name(s) Required:

N/A

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department:

Community & Workforce Development

Name:

Nicole Scott

Telephone: 520-724-2696

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: Daniel Sullivan Date: 6/25/2026 | 4:27 PM MST

Deputy County Administrator Signature: S Holmes Date: 6/26/2026 | 10:17 AM MST

County Administrator Signature: Gur Date: 6/28/2026 | 10:14 AM MST

CT2600000019

**Intergovernmental Agreement
between
Pima County and Town of Marana
for
the 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 Town of Marana, Arizona ("Town"), pursuant to A.R.S. § 11-952.

Recitals

- A. County and 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 expend public monies for and in connection with economic development activities.
- D. 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.
- E. Pima County adopted the Prosperity Initiative Board Policy for the purpose of reducing generational poverty and improving community wealth.
- F. 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.
- G. 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.
- H. County is funding the Pima Early Education Program, part of which includes the expansion of high-quality preschool classes operated by public school districts for preschool age children from families with incomes at or below 300% of the Federal Poverty Level.

- I. The Town wants to allocate \$153,339.20 to County to fund a high-quality preschool class in the Town.

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 to increase the number of high-quality preschool classes at school district sites within the Town, so as to offer high quality preschool opportunities, to families with incomes at or below 300% of the Federal Poverty Level.
2. **Term.** This IGA commences on July 1, 2026 and will terminate on June 30, 2027. 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 \$153,339.20 on or before September 30, 2026. Town shall identify a Liaison for this IGA by July 1, 2026. Town shall notify County on or before April 1, 2027 about its intent to contribute funding towards the Pima Early Education Program for the following Fiscal Year 2028. 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 \$153,339.20 to reimburse Marana Unified School District for the cost of operating a high quality preschool class at Estes Elementary School located within the Town for up to 18 preschool age children from families with incomes at or below 300% of the Federal Poverty Level. County shall provide Town with a copy of IGA between County and Marana Unified School District prior to Town making payment to County. County shall not charge Town an administrative fee for allocating the Town funds. County shall provide to Town with a mid-year report on or before January 31, 2027, and an end of year report on or before September 1, 2027. Reports shall include the amount of Town funding spent and number of children served, assuming a cost allocation of \$8,641.40 per child. County shall identify a Liaison for this IGA by July 1, 2026.
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 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.
 10. **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.
 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. **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.
 13. **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.
 14. **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.

15. **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
1010 W Miracle Mile Rd.
Tucson, AZ 85705

Town:

Lisa Shafer, Community & Neighborhood
Services Director
Town of Marana
11555 W Civic Center Dr.
Marana, AZ 85653

16. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
17. **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.
18. **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
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.
20. **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.
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

PIMA COUNTY

Town of Marana:

Chair
Board of Supervisors

Mayor



Date

Date

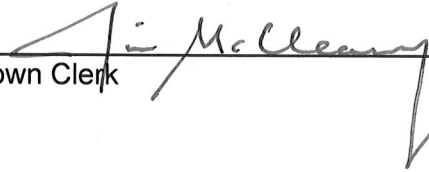
4-7-26

ATTEST

ATTEST

Clerk of the Board

Town Clerk



Approval

The foregoing Intergovernmental Agreement between Pima County and Town 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 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 of Marana:

Deputy County Attorney

Town Attorney