

**Intergovernmental Agreement
between
Pima County and Amphitheater Public Schools dba Pima County Amphitheater Schools
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 Amphitheater Public School District (“**District**”), a taxing district of the State of Arizona, pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. County and District 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. District is authorized by A. R. S. § 15-342 to enter 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 and District want to increase the number of high quality preschool classes at District sites without cost to low-income families.

- 2.1. **District Responsibilities.** District shall provide County with the services described in the attached Exhibit A ("Scope of Services"). District shall obtain and maintain all applicable licenses, permits, and authority required for its performance under this IGA.
 - 2.2. **County Responsibilities.** County shall pay District for the services described in the attached Exhibit A (2 pages).
3. **Financing.**
- 3.1. In consideration for the provision of Program Services, County shall pay District an amount not to exceed \$4,666,356.00 ("the maximum allocated amount"). District may not submit requests for payment prior to the end of the first month of Program Services and before District has completed and submitted a W-9 Taxpayer Identification Number form and registered online as a Pima County Vendor through County's Vendor Self Service System. County will only pay for services provided between the commencement date in paragraph 4 and the termination date.
 - 3.2. County will pay District a per-class base reimbursement rate. The rates in 3.2.1 below are based on the following per child amounts to be paid by the County: \$8,641.40 per child per 10-month program. Because the total cost per child is estimated at \$10,391.40, the parties understand that District is making an in-kind contribution of \$1,750 per child in addition to the \$8,641.40 per child paid by the County:
 - 3.2.1. Up to \$155,545.20 per 18-child class per 10-month program (3-year old class or mixed 3-5 year olds not eligible for Kindergarten).
 - 3.3. District shall maximize existing financial assistance for preschools and utilize County funding as a last-dollar in approach. District shall ensure other financial assistance has been applied and accepted if awarded before invoicing County. Examples include but are not limited to Arizona Department of Economic Security ("DES") childcare subsidies and Quality First scholarships. District also shall not invoice County for costs that are paid by another fund source(s) and District shall allocate expenses between other fund sources, as allowable. District shall document receipt of alternative funding for costs which would otherwise be subject to payment under this IGA as part of the monthly invoice to the County under Section 3.6 below. District must have an accounting manual describing its financial procedures in sufficient detail to allow a reasonable understanding of District's financial practices.
 - 3.4. The rates paid by County to District, in addition to the in-kind contribution by District, are intended to fully cover the cost of providing high quality preschool. Districts shall not charge eligible families any fees. District may only charge fees for before or after preschool care. In the event that the total reimbursable expenses under this IGA exceed the costs of services, District shall use such monies to improve the quality of preschool programming.
 - 3.5. The District's in-kind contributions to this program include classroom space, utility costs, custodian services, security, and administrative overhead (Human Resources, Information Technology, payroll processing, etc.), valued at approximately \$1,750 per 10-month program per child.

- 3.6. District shall submit invoices and performance reports to County within 30 days from the end of the service month using the form in Exhibit B Invoice & Performance Report (1 page). The invoice will include the following information: (1) number of new classes in operation under this IGA multiplied by the per class base reimbursement rate for that age group, (2) the dollar amount of other financial assistance received by the school district that month for the children in the class(es), (3) the dollar amount received by the school district that month for private-pay children in the class(es), and (4) the total reimbursable amount for that month. The performance report will include (1) the total number of children enrolled per class for that month as of the last day of the month, (2) number of children receiving other financial assistance that month to attend class(es) and (3) number of children funded under private pay to attend class(es). An authorized representative of District shall approve and sign all invoices and performance reports.
- 3.7. County will reimburse District at the per class base reimbursement rate regardless of enrollment, less other financial assistance, and less private pay received for children in the class(es). For example, two classes of 20 children each at the per class base reimbursement rate of \$172,828 each (\$345,656), minus DES subsidy received for five children, minus private pay received for two children = total reimbursement amount.
- 3.8. If District's invoices include adequate and accurate documentation, County will generally pay District within 30 days from the date County receives the invoice. Before paying District, County may first determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for payment. In addition, County may liquidate funds available under this IGA for costs incurred by County on behalf of District. County may also deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues. County may question any payment made under this Section 3.8 and require reimbursement by setoff or otherwise for payments that County determines were improper. District shall reimburse County for improper, unallowable, or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.
4. **Term.** This IGA commences on July 1, 2025, and will terminate on May 31, 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. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - 7.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - 7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - 7.3. If required by law, workers' compensation coverage including employees' liability coverage.
 - 7.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
 - 7.5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section
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. **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 Amphitheater Unified School District Governing 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

District:

Dr. Todd Jaeger, Superintendent
Amphitheater Public Schools
701 W Wetmore Rd
Tucson, AZ 85705

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. **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. **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

PIMA COUNTY

DISTRICT

Chair
Board of Supervisors

[Governing Board President]

Date

Date

ATTEST

ATTEST

Clerk of the Board

[Governing Board Clerk]

Approval

The foregoing Intergovernmental Agreement between Pima County and District 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 District 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:

DISTRICT



Deputy County Attorney



[Legal Counsel for the District]

EXHIBIT A (2 pages)
Scope of Services

Pima Early Education Program (PEEP)

1. Family Eligibility: To be eligible for PEEP, families must have children age's three to five not eligible for Kindergarten, with a household income at or below 300% of the Federal Poverty Level.
2. District Eligibility:
 - 2.1. Districts shall (1) operate preschool classes at least six hours a day for 10 months of the year, (2) be contracted with DES to accept child care subsidies for DES eligible children, and (3) be considered "high-quality" meaning they have a Quality First rating of 3-5 stars, be a head Start program, or be Nationally Accredited by one of the following organizations considered by DES as high-quality: National Association for the Education of Young Children, American Montessori Society, Association for Christian Schools International, National Accreditation Commission for Early Care and Education Programs, National Early Childhood Program Accreditation. District shall provide County with a copy of the District's current certification by DES prior to submitting District's first invoice.
 - 2.2. If a District site is not rated high-quality, but District operates preschool classes at other District sites that are rated high-quality, the new classes shall be designed and operated to replicate those existing high-quality classes and District shall submit proof of application for Quality First or another eligible high-quality accreditation prior to submitting District's first invoice.
3. Program Locations: For each school year District shall inform the County of the locations, of the 10 quality rated preschool classes within the district. District shall inform County on which program locations will be PEEPs funded classes at least 30 days before the start of each school year.
4. District Responsibilities: District shall:
 - 4.1. Make a good faith effort to commence operation of new preschool classes of up to 18 children each, dependent on age, by August 31 of each school year.
 - 4.2. Operate the new classes according to the High Quality standards as defined by the preschool's applicable accreditation.
 - 4.3. Market the classes to eligible families.
 - 4.4. Confirm age, birthdate, and income eligibility for all children. Income eligibility shall be based on household income and size. The income eligibility check is only required when the child first enters the preschool program. If family income increases after that, the child is still age eligible and may continue to attend.
 - 4.5. For families with incomes at or below 165% of the Federal Poverty Level, (1) enroll child in class, (2) require the family apply for a DES childcare subsidy, (3) provide the family with information about how to apply for the DES childcare subsidy, (4) require the family to notify District within 60 days on the status of the application, (5) if family is approved, family must provide approval letter to District and District shall bill DES for

that child and reflect DES monthly billing amount on County invoice, and (6) if family is denied, family must provide denial letter to District and child remains enrolled in class.

- 4.6. Provide families with a Family Award Notification Letter when enrollment is complete, provide County with a copy, and keep copy on file (sample letter attached as Exhibit C (1 page), to include attestation for age and income eligibility, race and ethnicity, other data used for program evaluation, DES eligibility and attestation language, and acknowledgement of Pima County funding).
- 4.7. Have a written attendance policy in place and provide the policy to families.
- 4.8. Make a good faith effort to fill class vacancies within 30 calendar days.
- 4.9. Offer to provide snacks and meals to all children in the class, regardless of whether they qualify for free or reduced lunch.
- 4.10. Attend quarterly coordination meeting with County and other Districts.
- 4.11. If District's site provides infant/toddler care, District's site may not reduce the number of classes for that age group.

END OF EXHIBIT A

EXHIBIT C (1 page)
Draft Family Award Notification Letter
(Final to be provided in English and Spanish)



Pima Early Education Program/ [ADD SCHOOL DISTRICT NAME]
Family Award Notification Letter

Thank you for enrolling your child in a high-quality preschool class! This class is funded by Pima County and your school district, as part of the Pima Early Education Program (PEEP). The PEEP mission is built on research which shows that children who attend high quality preschool programs are better prepared for kindergarten. There are long term benefits, too: Children are more likely to graduate high school, have higher incomes, and have better health. High quality preschool benefits not only children, but also families, schools and our community as a whole. Congratulations on your decision to participate!

[District] has confirmed that your child is age and income eligible to attend this class for free, and the school is only allowed to charge you for before or after school care.

The following section is to be completed by School Personnel, with a copy provided to parents/guardians, Pima County, and kept on file by the School.

Today's Date _____
Name of Child _____
Anticipated date child will start preschool _____
Child is age eligible for this class? Yes or No
Child's family income is 300% or below the Federal Poverty Level. Yes or No

2024 Federal Poverty Levels (FPL) Supplied by the U.S. Department of Health and Human Services							
Family Size	2	3	4	5	6	7	8*
300% of FPL	\$61,320	\$77,460	\$93,600	\$109,740	\$125,880	\$142,020	\$158,160

*For each person over family size of eight (8), add \$16,140

Child's family income is 165% or below the Federal Poverty Level. Yes or No

2024 Federal Poverty Levels (FPL) Supplied by the U.S. Department of Health and Human Services							
Family Size	2	3	4	5	6	7	8*
165% of FPL	\$33,726	\$42,603	\$51,480	\$60,357	\$69,234	\$78,111	\$86,988

*For each person over family size eight (8), add \$8,877

If yes, please provide family with DES Childcare Application or information on where to access the application. [How to Apply for Child Care Assistance](#) | [Arizona Department of Economic Security \(az.gov\)](#)

Child's Race (please select all that apply):
 White
 Black or African American
 American Indian or Alaska Native
 Asian
 Native Hawaiian or other Pacific Islander

Child's Ethnicity:
 Hispanic or Latino
 NOT Hispanic or Latino

School District Name _____
School Name _____
School Address _____

Form completed by – please print and sign Date Contact Phone number

END OF EXHIBIT C