



## 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: ☐

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

Child-Parent Centers Inc

**\*Project Title/Description:**

Pima Early Education Program

**\*Purpose:**

To operate a high quality preschool class at Pima Community College's Desert Vista Campus for children from income eligible families.

**\*Procurement Method:**

Direct Selection per Board of Supervisors Policy D 29.6III-C

**\*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:**

Number of children enrolled, demographics of children and satisfaction surveys.

**\*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): PO2500008464  
Commencement Date: 07/01/2025 Termination Date: 06/30/2028 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 1,180,848.00 \* ☐ 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

**DATE:** April 9, 2025

**TO:** Jan Leshar, County Administrator

**FROM:** Rhonda Pina, Deputy Director *RP*

**Cc:** Carmine DeBonis, Deputy County Administrator  
Bruce D. Collins, Procurement Director

**SUBJECT:** Request for Direct Selection of Professional Services from Child Parent Centers Inc for Pima Early Education Program

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Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Child Parent Centers Inc (Contractor) to provide comprehensive Head Start programming at Pima Community College Desert Vista.

**Background:** Head Start is a federal early childhood education program for preschool age children administered by the Office of Head Start, and federal funding is allocated directly to 22 Arizona Head Start grantees. Contractor is the sole Arizona Head Start grantee for Head Start programming in Pima County (excluding those serving the Tohono O'odham Nation and Pascua Yaqui Tribe). 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. Pima County adopted the Prosperity Initiative Board Policy for the purpose of reducing generational poverty and improving community wealth. 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. 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. Under this contract, Contractor will offer comprehensive early childhood education services based on the Head Start model at the Pima Community College Desert Vista campus for one PEEP class of up to 20 preschool age children annually, without cost to families, to better serve the needs for families.

**Requested Action:** The Community & Workforce Development Department requests Child Parent Centers Inc to be selected for Pima Early Education Program Extended Day Head Start services with a not to exceed amount of \$1,180,848.00 for a contract term of 3 years with 2 additional extension option periods of up to 1 year each for an additional amount of \$787,232.00 pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

Jan Leshar, County Administrator

**Re: Request for Direct Selection of Professional Services from Child Parent Centers, Inc. for Pima Early Education Program**

April 9, 2025

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RP/ns

Approved as to Form: *Bruce D Collins*  
Bruce D. Collins  
Procurement Director

Date: April 9, 2025

Concur: *Carmine DeBonis, Jr.*  
Carmine DeBonis, Jr., Deputy County Administrator

Date: 4/10/2025

Direct Select Approved: *Jan Leshar*  
Jan Leshar  
County Administrator

Date: 4/10/2025

**Pima County Department of Community & Workforce Development**

**Project: Pima Early Education Program Pima Community College**

**Contractor: Child-Parent Centers Inc**

**Amount: \$1,180,848.00**

**Contract No.: PO2500008464**

**Funding: Library District Tax**

**PROFESSIONAL SERVICES CONTRACT**

**1. Parties and Background.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Child Parent Centers Inc ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.III.C – Direct Selection and Procurement Procedure No. PO-50. 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. 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.
- 1.3. Background. Head Start is a federal early childhood education program for preschool age children administered by the Office of Head Start, and federal funding is allocated directly to 22 Arizona Head Start grantees. Contractor is the Arizona Head Start grantee for Head Start programming in Pima County (excluding those serving the Tohono O'odham Nation and Pascua Yaqui Tribe). 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. Pima County adopted the Prosperity Initiative Board Policy for the purpose of reducing generational poverty and improving community wealth. 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. 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. Under this contract, Contractor will offer comprehensive early childhood education services based on the Head Start model at the Pima Community College Desert Vista campus for one PEEP class of up to 20 preschool age children annually, without cost to families, to better serve the needs for families.

2. **Term.**

2.1. Initial Term. The term of this Contract commences on July 1, 2025, and will terminate on June 30, 2028 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options. County may renew this Contract for up to 2 additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.** Contractor will provide County with the services described in **Exhibit A** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand.

4. **Key Personnel.** Contractor will employ staff of suitable skill and ability to satisfactorily carry out Contractor's responsibilities under this Contract.

5. **Compensation and Payment.**

5.1. Rates. County will pay Contractor in two equal payments of \$196,808.00 on or before July 15 and January 15 of each fiscal year for the life of the contract. Actual County payments will be lower if Contractor receives reimbursements from the Department of Economic Security (DES) childcare subsidies for children enrolled in the Desert Vista classroom.

5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$1,180,848.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Maximize Non-County Financial Assistance. Contractor shall maximize non-County financial assistance for these services by requiring DES eligible families apply for DES childcare subsidies, as detailed in Exhibit A.

5.4. Spending Plan.

5.4.1. County will advance funds to Contractor twice a year according to the detailed quarterly spending plan developed by County and Contractor and included in **Exhibit B (1 page)** that outlines Contractor's anticipated costs. Contractor will submit changes to the spending plan to County no later than 30 calendar days prior to the beginning of the new quarter. All costs in Contractor's spending plan must in compliance with 2 C.F.R. 200. Contractor's disbursement of advance funds on quarterly activities must be as close as is administratively feasible to the actual disbursements by County for direct program or project costs and the proportionate share of any allowable indirect costs.

- 5.4.2. Contractor may request changes of no more than 10% to line items in the spending plan in Exhibit B provided that the changes do not increase or decrease the NTE amount. Contractor must submit a written request for the line item changes to County's Director of Community & Workforce Development on or before January 1 of the contract year. Contractor's written request must explain in detail why the request is necessary and how Contractor will continue to meet the specific purpose, program(s), metrics, or outcomes in this Agreement despite the requested changes. The requested changes must be for future expenditures only. The changes may not be to cover unbudgeted expenditures incurred by Contractor prior to receiving the written approval for a line item change. County's Director of Community & Workforce Development or designee has authority to approve any such changes. If the Director of Community & Workforce Development or designee approves the request for the spending plan line item change, the change will not be effective, nor will compensation under the change be provided, until the date set included forth in the written approval provided to Contractor.
- 5.5. Submission of Expenditure and Performance Reports. Contractor will submit an Expenditure and Performance Report to County on a monthly basis as set forth in **Exhibit C (1 page)**. County must receive Reports no later than 30 days after the end of the close of each month in which Contractor provides services under this Agreement. County will deduct from the next advance payment funds Contractor has not expended and not accounted for after the 30th day following each quarter's close.
- 5.6. Content of Expenditure and Performance Report. Contractor will include detailed documentation in support of its Expenditure and Performance Reports and assign each amount billed to the appropriate line item. Each monthly request for expense reconciliation must have a unique Expenditure Report identifier and include this Agreement number. The Performance Report must include (1) the total number of children enrolled in the classes for that month as of the last day of the month, (2) number of children receiving other financial assistance that month to attend classes (DES), and (3) once per quarter, race/ethnicity per child. The person(s) that prepared the Expenditure and Performance Report and an authorized manager, supervisor or executive of Contractor must approve and sign each Expenditure and Performance Report to insure proper internal financial controls. In addition, each Expenditure and Performance Report must be for costs identified in Exhibit B Spending Plan. Contractor must provide the following documentation with each monthly Expenditure and Performance Report:
- 5.6.1. General ledger detail report to support monthly expenditures.
- 5.6.2. Copies of DES childcare subsidy billing forms if applicable for that month.
- 5.6.3. Any other documentation requested by County.
- 5.7. Return of Unused Funds. For any advanced funds that remain unspent after 60 days from period of performance in Contractor's spending plan, County will submit a notice of reimbursement to Contractor requesting reimbursement and setting out the repayment terms and conditions.



6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.
- 6.2. Additional Coverage Requirements:
- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima



County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation: Contractor must notify County, within thirty (30) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 6.4. Verification of Coverage:
  - 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
  - 6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
  - 6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to

provide evidence of renewal, is a material breach of this Contract.

6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. **Laws and Regulations.**

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this

Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, 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.
13. **Americans with Disabilities Act.** Contractor will 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 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
  - 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 60 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice**. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- |  |  |
|--|--|
| County:  | Contractor:  |
| Daniel Sullivan<br>Department Director<br>Community & Workforce Development<br>2797 E Ajo Way, 3 <sup>rd</sup> Floor<br>Tucson, AZ 85713 | Child-Parent Centers Inc<br>Erin Lyons, CEO<br>602 E 22 <sup>nd</sup> Street<br>Tucson, AZ 85713 |
19. **Non-Exclusive Contract**. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records**. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records**.
- 23.1. **Disclosure**. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

**24. Legal Arizona Workers Act Compliance.**

24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** Not applicable.
26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
28. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
29. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
30. **Counterparts.** The parties may execute this contract in any number of counterparts, each counterparts considered an original, and together such counterparts constitute one and the same instrument.
31. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

**SIGNATURE PAGE TO FOLLOW**

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

**PIMA COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

ATTEST

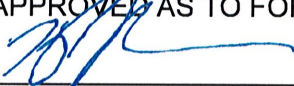
\_\_\_\_\_  
Date


\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
Director, Community & Workforce Development

Kyle Johnson  
\_\_\_\_\_  
Print DCA Name

4-16-25  
\_\_\_\_\_  
Date

4/14/2025  
\_\_\_\_\_  
Date



**Exhibit A (2 pages)**  
**Scope of Services**

**PIMA EARLY EDUCATION PROGRAM at PIMA COMMUNITY COLLEGE**

1. **Family Eligibility:** To be eligible for Pima Early Education Program services (the "Services"), families must have children ages three to five not eligible for Kindergarten, with a household income at or below 300% of the Federal Poverty Level.
2. **Program Location:** Contractor shall provide the Services at the following location:
  - 2.1. Pima Community College Desert Vista Campus  
5901 S Calle Santa Cruz, Tucson, AZ 85709
3. **Contractor responsibilities.** Contractor shall:
  - 3.1. Make a good faith effort to commence operation of the new preschool class of up to 20 children by August 31 of each school year.
  - 3.2. Operate the preschool class for 10 hours a day, 5 days a week.
  - 3.3. Provide comprehensive early childhood services based on the Head Start model, although the classroom will not be a formal Head Start site. Comprehensive services include teacher coaching, health and development screenings, meals and snacks, support to families for child medical and dental services, family engagement activities, support for inclusion, mental, and behavioral health services, and community resource and referral to families.
  - 3.4. Market the class to eligible families.
  - 3.5. Confirm age, birthdate, and income eligibility for all children. The income check is only required when the child first enters the preschool program. If family income increases after that, and the child is still age eligible, the child may continue to attend.
  - 3.6. For families with incomes at or below 165% of the Federal Poverty level, (1) enroll child in the class, (2) require the family to apply for a DES child care subsidy, (3) provide the family with information about how to apply for the DES child care subsidy, (4) require the family to notify Contractor within 60 days on the status of the application, (5) if family is approved, family must provide approval letter to Contractor and Contractor shall bill DES for that child and reflect DES reimbursement amount on monthly expense report, and (6) if family is denied, family must provide denial letter to Contractor and child remains enrolled in class.
  - 3.7. Notify families that Services are funded in part by Pima County, through the Pima Early Education Program.
  - 3.8. Have a written attendance policy in place and provide the policy to families.
  - 3.9. Make a good faith effort to fill class vacancies within 30 calendar days.
  - 3.10. Attend quarterly coordination meetings with County and school districts.
  - 3.11. Obtain and maintain all applicable licenses, permits, and authority required for its performance under this agreement.

- 3.12. Contract with the Arizona Department of Economic Security (DES) to provide care to DES-qualified children and accept DES childcare subsidies.
4. **Reports.** Contractor shall provide monthly performance reports to County within 30 days from the end of the service month. Reports shall include, for the preceding service month, (1) the amount of County funding spent, (2) the number of extended day classes being operated by County funding, and (3) the total number of children enrolled in these extended day classes by location for that month as of the last day of the month. An authorized representative of Contractor shall approve and sign all performance reports.

**END OF EXHIBIT A**

**Exhibit B (1 page)  
Spending Plan**

Contractor will submit its annual spending plan and any needed revisions using the following template provided in excel format by Pima County:

### PIMA COUNTY SPENDING PLAN REPORT REQUEST

#### PIMA COUNTY DEPARTMENT COMMUNITY & WORKFORCE DEVELOPMENT

Spending Plan Report for the Month of: June 2023

This Spending Plan Report is to be used for submitting all GMI Billing to Pima County

PLEASE SEND SPENDING PLAN REPORT TO THE ATTENTION OF:

Pima County Community & Workforce Development Department  
ATTN: Nicole Scott  
57401 N. Oracle Avenue, Suite 200, Tucson, AZ 85713

AGENCY SPENDING PLAN REPORT IS FOR:

CHILD Parent Centers, Inc.

FEDERAL CONTRACT #

TRANSACTION DATE

PROGRAM BUDGET: Pima County Extended Day Head Start

FISCAL YEAR: 2023

AGENCY CONTRACT #:

HOW PENDING: Pima County Head Start

CONTRACT #

71-027

**APPROVED BUDGET & BILLING DETAILS YEAR #1 07/15/22-06/30/23**

PERSONNEL SERVICE	BUDGET NARRATIVE	BUDGET TOTAL	QUARTER 1			QUARTER 2			QUARTER 3			QUARTER 4			YEAR TO DATE	REMARKS TO REOPEN
			Actual	Projected	Unencumbered	Actual	Projected	Unencumbered	Actual	Projected	Unencumbered	Actual	Projected	Unencumbered		
Personnel Services																
Admin Support																
Travel																
Food/Personal																
OTHER OPERATING EXPENSE																
Materials and Supplies																
Travel																
Facility Lease																
Food/Other Operating Expenses																
INDEMNITY																
Insurance																
Other Indirect																
TOTAL CONTRACT BUDGET																

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 GMI Program and are based on official accounting records and supporting documents which will be maintained by me for the purpose of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and purposes set forth in the terms and conditions of the federal award. I am aware that any false, fraudulent, or fraudulent information, or the omission of any material fact, may subject me to a civil or criminal action pursuant to the Fraud, False Statements, False Claims or otherwise, (31 U.S.C. Code Title 38, Section 3301, and 31 U.S.C. Section 3201(a)(2) and 31 U.S.C. 3201(a)(3)).

**PREPARED SIGNATURE:**

Agency Proposer Signature - please print & sign

Date

Agency Authorized Approver Signature - please print & sign

Date

GMI Approval Signature - please print & sign

Date

GMI Approval Signature - please print & sign

Date

**NOTE: QUARTERLY SPENDING PLAN (DECEMBER, SEPTEMBER, JUNE, AND MARCH)**

	ENTER YES	ENTER NO
Quarterly 1 Spending plan has been submitted by August 15, 2022		
Quarterly 2 Spending plan has been submitted by September 15, 2022		
Quarterly 3 Spending plan has been submitted by December 15, 2022		
Quarterly 4 Spending plan has been submitted by February 15, 2023		

FOR PIMA COUNTY USE ONLY

\_\_\_\_\_

\_\_\_\_\_

END OF EXHIBIT B

Contractor will submit monthly financial reports for reconciliation or advanced funds using the following reporting template provided in excel format by Pima County:

**Support Report For The Month Of**

For the purpose of this study, the data were collected from the following five districts: (1) District of Columbia, (2) Maryland, (3) Virginia, (4) West Virginia, and (5) Delaware.