



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

Award  Contract  Grant

**Requested Board Meeting Date:** April 5, 2022

*\* - Mandatory, information must be provided*

**or Procurement Director Award:**

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

Flowing Wells Unified School District No 8 dba Flowing Wells School

**\*Project Title/Description:**

Pima Early Education Program (PEEP)

**\*Purpose:**

County is retroactively changing the primary funding source for PEEP from the General Fund to the American Rescue Plan Act – Coronavirus State & Local Fiscal Recovery Funds. As a result, County must convert the Original Agreement into a Federal Financial Assistance Subaward. In addition, Flowing Wells Unified School District, previously referred to as "Contractor", is now a Subrecipient and will be referred to as such in this Amended and Restated Agreement. The purpose of the program offered by Subrecipient remains the same. Term is extended by one year. For School Years 2022-23 and 2023-24, the maximum per class reimbursement rate is increased to align with Department of Economic Security Childcare subsidy rates, and the number of classes is increased from 1 to 3.

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

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

**\*Public Benefit:**

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

**\*Metrics Available to Measure Performance:**

Number of children enrolled, number of children funded by DES childcare subsidies, demographics of children, and satisfaction surveys.

**\*Retroactive:**

No

TO: COB 3-16 22 (1)  
vers: 7  
pgs: 25

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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: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

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: CT Department Code: CR Contract Number (i.e., 15-123): 21-410

Amendment No.: 01 AMS Version No.: 7

Commencement Date: 08/01/2021 New Termination Date: 05/31/2024

Prior Contract No. (Synergen/CMS): N/A

Expense Revenue Increase Decrease

Amount This Amendment: \$ 904,968.00

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: American Rescue Plan Act Coronavirus State & Local Fiscal Recovery Funds(CSLFRF)

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: Community & Workforce Development

Telephone: 520-724-2696

Department Director Signature: [Signature] Date: 8/11/22

Deputy County Administrator Signature: [Signature] Date: 13 May 2022

County Administrator Signature: [Signature] Date: 3/14/2022

<b>Pima County Department of Community &amp; Workforce Development</b>
<b>Project: Pima Early Education Program (PEEP)</b>
<b>Contractor: Flowing Wells Unified School District No 8 dba Flowing Wells School</b>
<b>Contract No.: CT-CR-21-410</b>
<b>Contract Amendment No.: 01</b>

<b>Orig. Contract Term:</b> 08/01/2021-05/31/2023	<b>Orig. Amount:</b>	\$264,000.00
<b>Termination Date Prior Amendment:</b> N/A	<b>Prior Amendment Amount:</b>	\$0.00
<b>Termination Date This Amendment:</b> 05/31/2024	<b>This Amendment Amount:</b>	\$904,968.00
	<b>Revised Total Amount:</b>	\$1,168,968.00

<b>DUNS No.:</b> 002902559				
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>Federal Contract No.:</b> N/A				
<b>Required Match:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
		<b>Match Amount:</b> N/A		
<b>Indirect Cost Rate:</b>		<input type="checkbox"/> Federal	<input type="checkbox"/> NICRA	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
<b>Status of Agency:</b>		<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor
<b>CFDA</b>	<b>Program Description</b>	<b>National Funding</b>	<b>Pima County Award</b>	<b>FAIN</b>
21.027	American Rescue Plan Act-Coronavirus State & Local Fiscal Recovery Funds (CSLFRF)	\$350,000,000,000	FY 21 \$101,710,834.00	SLFRP0180

**AMENDED AND RESTATED AGREEMENT**

The parties agree to amend and restate the above-referenced contract as follows:

1. **Background, Authority and Purpose.**
  - 1.1. **Parties.** This Amended and Restated Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Flowing Wells Unified School District dba Flowing Wells School ("Subrecipient" or "District").
  - 1.2. **Amendment and Restatement of the Intergovernmental Agreement.** The parties previously entered into an Intergovernmental Agreement dated May 18, 2021 ("Original Agreement"). Because the parties want to change the funding source and other provisions in the Original Agreement, the parties are entering into this Amended and Restated Agreement ("Agreement"), which supersedes and replaces the Original Agreement in its entirety.

- 1.3. **Background.** On May 4, 2021, the Pima County Board of Supervisors approved the Year 1 plan for the Pima Early Education Program (PEEP). 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 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. County subsequently entered into the Original Agreement with Flowing Wells Unified School District ("Contractor"). Under the Original Agreement, Contractor began operating a new high quality preschool class for at least six hours a day for 10 months of the year for up to 20 children, without cost to families. As of February 9, 2022, County has paid Contractor a total of \$40,457.02 of \$264,000.00 available under original Agreement.
- 1.4. **Purpose.** County is retroactively changing the primary funding source for PEEP from the General Fund to the American Rescue Plan Act – Coronavirus State & Local Fiscal Recovery Funds. As a result, County must convert the Original Agreement into a Federal Financial Assistance Subaward. In addition, Flowing Wells Unified School District, previously referred to as "Contractor", is now a Subrecipient and will be referred to as such in this Amended and Restated Agreement. The purpose of the program offered by Subrecipient remains the same.
- 1.5. **Authority.** County received the first tranche of Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) funding in the amount of \$101,710,834.00, from the U.S. Department of the Treasury ("Treasury") as part of the American Rescue Plan Act ("ARPA"), signed by President Biden on March 11, 2021 (American Rescue Plan Act of 2021, sec. 9901, Pub. L. 117-2, codified as 42 U.S.C 802, *et seq.*) Treasury issued CSLFRF the Interim Final Rule for State, Territorial, Local, and Tribal Governments (the "IFR") on May 17, 2021, codified at 31 C.F.R. Part 35. Treasury also published CSLFRF Frequently Asked Questions ("FAQs") that were last updated on July 19, 2021, that set forth Treasury's interpretation of the CSLFRF's provisions for the use of funds. County is authorized by 31 C.F.R. §35.6(b)(12)(iii) to use funds for programs that address or mitigate the impacts of the COVID-19 public health emergency on education. County is also authorized by A.R.S. §§ 11-254.04 to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
2. **Term.** This Agreement is effective upon execution by both parties and will remain in effect through May 31, 2024. The term of this Agreement will survive and remain in effect during any period that Subrecipient has control over any funds provided under this Agreement, including program income.
3. **Scope of Services.** Subrecipient will provide County with the services described in **Exhibit A** (2 pages). Subrecipient will also undertake the same obligations to the County, as the County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury because of any failure on the part of Subrecipient to fulfill obligations to Treasury. Subrecipient will employ suitably trained and skilled personnel to perform all services under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of the Subrecipient; (2) satisfy any qualifications in this Agreement; and (3) be covered by personnel policies and practices of

Subrecipient. Subrecipient will maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

#### 4. **Monitoring and Evaluation.**

4.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is using the funding as allowed by the CSLFRF. Monitoring may include:

4.1.1. Making adequate and acceptable progress in the provision of services;

4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and

4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

4.2. Subrecipient must cooperate in County's monitoring and evaluation process and in any monitoring or oversight by Treasury's Inspector General. To the greatest extent permissible by law, and in addition to the provisions below in Section 6, Audit, and Section 24, Books and Records, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facilities. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CSLFRF-funded activities on the community. If County finds that Subrecipient's performance is inconsistent with CSLFRF or the with 2 C.F.R. Part 200, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

#### 5. **Compensation and Payment.**

5.1. **Not-to-Exceed Amount.** County may pay Subrecipient up to \$1,168,968 (the "Not to Exceed or NTE Amount"). Subrecipient may not provide any services, payment for which will cause County's total payment under this Agreement to exceed the NTE Amount. If Subrecipient does so, it is at Subrecipient's own risk. County shall notify Subrecipient by April 30, 2023 of County's ability to fund additional Program Services in Fiscal Year 2024.

5.2. **Budget.** Subrecipient shall be paid on a per-class reimbursement rate.

5.2.1. For School Year 2021-2022. Up to \$132,000 per 20-child class per 10-month program (4-year-old class, including 5 year olds not eligible for Kindergarten). Up to \$118,000 per 18-child class per 10-month program (3-year-old class or mixed 3-5 year olds not eligible for Kindergarten). These rates are based on the following per child amounts: \$6,600 per child per 10-month program. Because the total cost per child is estimated at \$8,350, the parties understand that Subrecipient is making an in-kind contribution of \$1,750 per child in addition to the \$6,600 per child paid by the County.

5.2.2. For School Year 2022-2023 and 2023-2024. Up to \$172,828 per 20-child class per 10-month program (4-year-old class, including 5 year olds not eligible for

Kindergarten). Up to \$155,454.20 per 18-child class per 10-month program (3-year-old class or mixed 3-5 year olds not eligible for Kindergarten). These rates are based on the following per child amounts: \$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 Subrecipient is making an in-kind contribution of \$1,750 per child in addition to the \$8,641.40 per child paid by the County

- 5.2.3. Within 60 days of execution of this Amended and Restated Agreement, Subrecipient is required to submit a plan for how Subrecipient will spend additional funds for reimbursement as stated above in 5.2.2 The one to two page narrative plan must include how Subrecipient will spend the additional funds on (A) increasing teacher and teacher assistant wages or other forms of compensation and/or (B) improving the quality of classes. The County will be flexible in considering and approving plans, with final approval due 90 days after execution of this Amended and Restated Agreement.
- 5.3. **Maximize Other Financial Assistance.** Subrecipient shall maximize other financial assistance for preschools and utilize County funding as a last-dollar-in approach. Subrecipient shall ensure other financial assistance has been applied and accepted if awarded. Examples include but are not limited to DES childcare subsidies, Quality First scholarships, and private tuition for children that don't meet income eligibility requirements. Subrecipient shall not invoice County for costs that are paid by another fund source(s) and Subrecipient shall allocate expenses between other fund sources, as allowable. Subrecipient shall document receipt of alternative funding for costs which would otherwise be subject to payment under this Agreement as part of the monthly invoice to the County under Section 5.8 below.
- 5.4. **Allowable Expenses.** The rates paid by County to Subrecipient, in addition to the in-kind contribution by Subrecipient, are intended to fully cover the cost of providing new high quality preschool class(es), as defined in Exhibit A Scope of Services. Allowable expenses include all costs associated with setting up and operating the new class(es), including indoor and outdoor environs, as well as expenses related to improving quality. Expenses listed in 5.5 as funded by Subrecipient's in-kind contributions are not allowable expenses.
- 5.5. **In-kind Contributions.** The rates paid by County account for Subrecipient's in-kind contributions to this program including classroom space, utility costs, custodian services, security, and administrative overhead (Human Resources, Information Technology, payroll processing, etc.), are valued at approximately \$1,750 per 10-month program per child.
- 5.6. **No Family Fees.** Subrecipient shall not charge eligible families any fees. Subrecipient may only charge feed for before or after preschool care.
- 5.7. **Use of Funds.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations. Subrecipient is responsible for being informed of all updates issued to regulations, frequently asked questions and compliance and reporting guidance.

- 5.8. **Timing of Invoices.** Subrecipient will submit invoices and performance reports to County on a monthly basis as set forth in **Exhibit B** (1 page). County must receive invoices no more than 30 days after the end of the billing period in which Subrecipient delivered the invoiced products or services to County.
- 5.9. **Content of Invoices and Performance Reports.** Each monthly request for reimbursement must be completed on the form provided by County similar to the form in **Exhibit B**. It must include a unique invoice identifier and this Agreement number. The person(s) that prepared the invoice and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each invoice to insure proper internal financial controls. The invoice must include (1) number of new classes in operation under this Agreement multiplied by the per class base reimbursement rate for that age group and divided by 10, (2) the dollar amount of the 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 must 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), (3) number of children funded under private pay to attend class(es) and (4) report race/ethnicity per child quarterly. County may refuse to pay for any product or service for which Subrecipient does not timely invoice the County.
- 5.10. Because of continuing impacts from the COVID-19 public health emergency, 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).
- 5.11. **Invoice Documentation.** Subrecipient must provide the following documentation with each Invoice:
- 5.11.1. Copies of timesheets that account for 100% of each employee's time and effort, that are signed by the employee and by a supervisor with direct knowledge of the employee's work effort for all personnel expenditures.
  - 5.11.2. Copies of DES childcare subsidy billing forms, Quality First scholarship billing forms, or private pay billing forms, if applicable for that month.
  - 5.11.3. Any other documentation requested by County.
- 5.12. **Payments to Subrecipient.** County will not make any payments to Subrecipient until: (1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; (2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; (3) Subrecipient is currently registered on SAM.gov; (4) this Agreement is fully executed; and (5) adequate and accurate documentation is provided with each request for payment or invoice. County will determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement. County may also liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, with a 30-day notification to Subrecipient. County may at any time question any payment to Subrecipient. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off. Subrecipient

must also provide copies of the Subrecipient Core Documents in **Exhibit C** (2 pages) before County will disburse any funds to Subrecipient

5.13. **Final Payment.** Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within 30 calendar days after the end of the contract term. The request must meet the requirements set forth in Paragraph 5.9 above and include a report summarizing Subrecipient's performance during the term of the Agreement. County may deny any request for reimbursement after June 30, 2024.

## 6. **Audit Requirements.**

6.1. Subrecipient will comply with the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F. In addition, Subrecipient will establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County. Subrecipient will also establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these activities and ensure that all accounting records meet Federal, State, and County requirements, and generally accepted accounting principles laws and regulations. Upon written notice from County, Subrecipient will provide County a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit, and the deadline for completion and submission of the audit. Subrecipient will assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and will be submitted to County within six months of completion of the audit required pursuant to this Section 6, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings. Subrecipient is responsible for all costs for any audit required or requested pursuant to this Section 6.

7. **False Statements.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

8. **Insurance.** Subrecipient 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 Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

8.1. **Insurance Coverages and Limits:** Subrecipient 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.

8.1.1. **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.

- 8.1.2. **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 Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 8.1.3. **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.
- 8.1.4. **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 Agreement.

## 8.2. Additional Coverage Requirements:

- 8.2.1. **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 Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 8.2.2. **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 Subrecipient.
- 8.2.3. **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 Subrecipient.
- 8.2.4. **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.
- 8.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 8.2.6. **Subcontractors:** Subrecipient 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, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**8.3. Notice of Cancellation:**

Subrecipient must notify County, within two business days of Subrecipient'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.

**8.4. Verification of Coverage:**

8.4.1. Subrecipient 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.

8.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.

8.4.3. Subrecipient 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 Agreement commences. Subrecipient 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 Agreement.

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

**8.5. Approval and Modifications:**

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal 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 Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.** To the fullest extent permitted by law, Subrecipient 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 Subrecipient or any of Subrecipient'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 Subrecipient 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 Subrecipient from and against any and all Claims. Subrecipient 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 Agreement.

10. **Laws and Regulations.**

10.1. **Compliance with Laws.** In addition to the specific requirements in **Exhibit D** (4 pages), Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders and Subrecipient will require such compliance by other parties in any agreements it enters into relating to this Agreement.

10.2. **Licensing.** Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

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

10.4. **Domestic Preference for Procurements.** As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Subrecipient will, to the greatest extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

10.5. **Telecom Prohibition.** Subrecipient will comply, as applicable, with requirements of the prohibition on certain telecommunications and video surveillance services or equipment as specified in 2 C.F.R. § 200.216.

10.6. **Environmental Laws.** Subrecipient will comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of \$150,000).

11. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient'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. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.

12. **Sub-subrecipients.** Subrecipient will not enter into any subawards for any services to be performed under this Agreement without County's prior written approval of the subaward. Prior written approval from County is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient is fully responsible for all acts and omissions of any sub-subrecipients, and of persons directly or indirectly

employed by any sub-subrecipients, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any sub-subrecipient, except as may be required by law. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining sub-subrecipients. Subrecipient must include the provisions in **Exhibit D** in all agreements between Subrecipient and its subrecipients providing goods or services pursuant to this Agreement. Subrecipient is responsible for sub-subrecipients' compliance with the provisions in **Exhibit D** and for any disallowances or withholding of reimbursements resulting from noncompliance of any subrecipients with **Exhibit D**.

13. **Non-Discrimination.** Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient 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.
14. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
15. **Authority to Contract.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
16. **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 Agreement, 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 Agreement, 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.
17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
18. **Termination.**
  - 18.1. **Without Cause.** Either party may terminate this Agreement at any time without cause by notifying either party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
  - 18.2. **With Cause.** Either party may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.

18.3. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the County or Subrecipient does not appropriate sufficient monies for the purpose of maintaining County or Subrecipient obligations under this Agreement. In the event of such termination, the parties will have no further obligations under this Agreement other than to pay for services rendered prior to termination.

19. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Jenifer Darland  
Deputy Director  
Pima County Community & Workforce Development  
2791 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713

Subrecipient:

Dr. Kevin Stoltzfus  
Superintendent  
Flowing Wells Unified School District  
1556 West Prince Road  
Tucson, AZ, 85705

20. **Non-Exclusive Contract.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

21. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. 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 Agreement.

22. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

23. **Books and Records.** Subrecipient must 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, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States. In addition, Subrecipient will retain all records relating to this Agreement for at least five years after Subrecipient submits its single or last Expenditure Report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the five-year period, whichever is later.

24. **Public Records.**

24.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes any records that it submits to County contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records

marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient 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.

25. **Other Documents.** In entering into this Agreement, Subrecipient and County have relied upon information provided in the U.S. Treasury issued interim Final Rule for State, Territorial, Local, and Tribal Governments, FAQs and Reporting Guidance. All available for review at <http://home.treasury.gov/policy-issues/coronavirus/assistance>, which are incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

26. **Legal Arizona Workers Act Compliance.**

26.1. **Compliance with Immigration Laws.** Subrecipient hereby warrants that it will at all times during the term of this Agreement 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"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

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

26.3. **Remedies for Breach of Warranty.** Any breach of Subrecipient'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 Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient 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 Subrecipient.

26.4. **Subcontractors.** Subrecipient 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.”

27. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement 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.
28. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications may be made by written memorandum approved and signed by the Director of the Community & Workforce Development Department or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement.
29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
30. **Effective Date.** 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).

**SIGNATURE PAGE TO FOLLOW**

PIMA COUNTY

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

Date \_\_\_\_\_

ATTEST

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

Date \_\_\_\_\_

APPROVED AS TO FORM

*Stacey*  
\_\_\_\_\_  
Deputy County Attorney

Stacey Roseberry  
\_\_\_\_\_  
Print DCA Name

SUBRECIPIENT

*James L. Lane*  
\_\_\_\_\_  
Governing Board President

Date \_\_\_\_\_

ATTEST

*Christie Hammer*  
\_\_\_\_\_  
Governing Board Clerk

APPROVED AS TO CONTENT

*W.C. [Signature]*  
\_\_\_\_\_  
Legal Counsel for the District

3/1/2022  
\_\_\_\_\_  
Date



**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 200% 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 starts, 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:** District shall provide the Program at the following locations:
  - 3.1. For School Year 2021-22:  
Emily Meschter Early Learning Center  
4605 N. La Cholla Blvd, Tucson, AZ 85705  
1 class
  - 3.2. For School Year 2022-23:  
Emily Meschter Early Learning Center  
4605 N. La Cholla Blvd, Tucson, AZ 85705  
3 classes
  - 3.3. For School Year 2023-24:  
Emily Meschter Early Learning Center  
4605 N. La Cholla Blvd, Tucson, AZ 85705  
3 classes
4. **District responsibilities:** District shall:
  - 4.1. Make a good faith effort to commence operation of new preschool classes of up to 18-20 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 child care 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. This section only applies for School Years 2022-23 and 2023-24.
- 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 E**, 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.
- 4.12. District shall provide all in person and group Program Services in compliance with Centers for Disease Control and Prevention ("CDC"), State, and County guidelines for operating during the Coronavirus COVID-19 pandemic. If District's performance of the services must be modified or curtailed to comply with public health restrictions related to COVID-19, District shall immediately report the situation to County. County and District will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

**END OF EXHIBIT A**



**EXHIBIT C (2 Pages)**  
**Subrecipient Core Documents**

All Subrecipients are required to submit the following agency core documents to the County within 30 days of approval of this Agreement:

1. Audited Financial Statement(s)(most current)
2. Single Audit (in accordance with per 2 CFR Part 200.331(f) and Part 200.501(a) Audit requirement(s). 2 CFR Part 200.501 Audit Requirements:
  - a. Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts
4. Chart of Accounts with Cost Centers
5. Internal Control Procedure(s) including but not limited to:
  - a. Procurement/Purchasing Policy(ies)
  - b. Procedure for budgeting grants
  - c. Personnel Policies
  - d. Drug-free Workplace Policy
  - e. Code of Conduct
  - f. Conflict of Interest
  - g. Whistle Blower Protection
  - h. Employee Travel
6. The following administrative and/or financial management procedures for administering federal grants including but not limited to:
  - a. Cost Allocation Plan
  - b. Cash Management Procedure(s)
  - c. Methodology for reporting accrued expenditures for Pima County contracts
  - d. Financial Management Systems
  - e. Determination of Allowable costs
  - f. Financial Reporting
  - g. Records Retention
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
8. Indirect Cost Rate (most current issued by your agency).  
Please note that per federal regulation at 2 CFR §200.331(4), Pima County will accept the following types of indirect cost rates:
  - a. An approved federal recognized indirect cost rate negotiated between the Federal Government; or
  - b. If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

If additional documents are required, the Subrecipient will be notified by the respective County representative. Core documents may be submitted via email to [GMI\\_Development@pima.gov](mailto:GMI_Development@pima.gov) or via

Surface Mail to Grants Management & Innovation, Development Division, 130 W. Congress, 3rd Floor, Tucson, Arizona 85701.

**END OF EXHIBIT C**

**EXHIBIT D (4 Pages)  
SPECIAL CONDITIONS**

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. Maintenance of and Access to Records.
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
5. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
6. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
7. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
8. Compliance with Applicable Law and Regulations.
  - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all

the other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any contracts it enters into with other parties relating to this award.

- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
11. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.
13. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.



- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**END OF EXHIBIT D**

**EXHIBIT E (2 Pages)  
Family Award Notification Letter**



**PIMA COUNTY** [ADD SCHOOL DISTRICT LOGO]

**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 200% or below the Federal Poverty Level. Yes or No

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

If Yes, has family been provided with application information for DES child care subsidy? Yes, No, N/A

School District Name \_\_\_\_\_

School Name \_\_\_\_\_

School Address \_\_\_\_\_

---

Form completed by – please print and sign

Date

Contact Phone number

**Programa de Educación Temprana del Condado Pima**

**Aviso de Premio Familiar Otorgado**

¡Gracias por inscribir a su hijo en una clase preescolar de alta calidad! Esta clase es fundada por su distrito escolar y por el Condado Pima, como parte del Programa de Educación Temprana del Condado Pima (PEEP) por sus siglas en inglés. La misión de PEEP esta basada en investigaciones que demuestran que niños que asisten a un programa preescolar de alta calidad están preparados de mejor manera para el jardín de niños. También hay beneficios a largo plazo: Los niños tienen más posibilidades de graduarse de la preparatoria, tener ingresos más altos, y tener mejor estado de salud. Una escuela preescolar de alta calidad beneficia no solamente a los niños, pero también a las familias, escuelas y a nuestra comunidad. ¡Felicidades por haber tomado la decisión de participar!

[Distrito] Ha confirmado que por sus ingresos y la edad su hijo, su hijo es elegible para asistir a esta clase gratuita, la escuela solamente tiene permitido cobrarle por cuidados brindados en horas antes y después del horario escolar normal.

---

Esta sección debe ser completada por personal de la escuela, se les brindará una copia a los padres/tutores, al Condado Pima, y se mantendrá en archivo por parte de la escuela.

Fecha de hoy\_\_\_\_\_

Nombre del niño\_\_\_\_\_

Fecha anticipada que el niño comenzara la escuela preescolar\_\_\_\_\_

¿El niño tiene la edad requerida para esta clase?    Sí o No

¿Los ingresos de la familia del niño son 200% o menos del Nivel Federal de Pobreza?    Sí o No

¿Los ingresos de la familia del niño son 165% o menos del Nivel Federal de Pobreza?    Sí o No

Si sí, ¿Se le ha brindado a la familia información sobre la solicitud para subvenciones para cuidados de niños por parte del DES?    Sí, No, N/A

Nombre del Distrito Escolar\_\_\_\_\_

Nombre de la Escuela\_\_\_\_\_

Dirección de la Escuela\_\_\_\_\_

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Formulario completado por – Nombre y firma

Fecha

Número de Contacto

**END OF EXHIBIT E**