



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/25/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Pima County Amphitheater Schools dba Amphitheater Public Schools

***Project Title/Description:**

Pima Early Education Program (PEEP)

***Purpose:**

The purpose of this amendment is to extend the term by one year, increase funding to the Pima Early Education Program classes operated by Amphitheater Public Schools, increase family eligibility to at or below 300% of the Federal Poverty Level, and adjust program locations for school years 2023-24 and 2024-25.

Attachment: Contract Number CT-CR-22-353 (Amendment 01). The contract can be found in OnBase by searching Contracts CT-CR-22-353 in Doc_ID_AMS.

***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 high quality preschool providers in the community.

***Public Benefit:**

Decades of research shows that investing in high quality preschool, especially for economically disadvantaged, minority, and dual language children, provides both short-term and lasting benefits to the children enrolled, their families, employers, taxpayers and the community.

***Metrics Available to Measure Performance:**

The total number of students enrolled, demographic information of enrolled children, quality rating of classes and parent satisfaction surveys.

***Retroactive:**

No.

TO: COB 7-11-2023 (4)

Vers.: 7

Pgs.: 3

6M1 up pms
(KND) 7/7/23

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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): 22-353

Amendment No.: 01 AMS Version No.: 07

Commencement Date: 07/25/2023 New Termination Date: 05/31/2025

Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 1,382,624.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

*Funding Source(s) required: American Rescue Plan Act – Coronavirus & Local Fiscal Recovery Funds (ARPA-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] on BEHALF of D. Sullivan Date: 7/5/2023

Deputy County Administrator Signature: [Signature] Date: 7-7-2023

County Administrator Signature: _____ Date: 7-7-2023

Pima County Department of Community & Workforce Development

Project: Pima Early Education Program

Subrecipient: Pima County Amphitheater Schools dba Amphitheater Public Schools

Contract No.: CT-CR-22-353

Contract Amendment No.: 1

Orig. Contract Term: 08/01/2021-05/30/2024	Orig. Amount:	\$3,548,960.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 05/31/2025	This Amendment Amount:	\$ 1,382,624.00
	Revised Total Amount:	\$ 4,931,584.00

AMENDMENT ONE

1. Background and Purpose.

1.1. 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.

1.2 Purpose. The parties want to extend the term to Amphitheater Public Schools preschool classes that participate in the Pima Early Education Program by one year, increase funding, increase family eligibility, and program locations for school years 2023-2024 and 2024-2025.

2. Term. The parties agree to extend the contract term for one additional year. This contract will terminate on May 31, 2025.

3. Scope of Services. The parties have revised the Scope of Services as follows:

3.1 Exhibit A Section 1 is replaced with the following:

1. **Family Eligibility:** To be eligible for the Program, 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.

3.2 Exhibit A Section 3.3 is replaced with the following:

- 3.3 **Program Locations:** For school years 2023-24 & 2024-25 District shall inform County of the locations, within the District, of the 8 quality rated preschool classes

within the district. District shall inform County on which program locations will be PEEPs funded classes at least 30 days before the start of each school year.

4. **Compensation and Payment.** Not-to-Exceed Amount. County may pay Subrecipient up to \$4,931,584.00 (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.
5. **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.
6. **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 the Company 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.
7. This Amendment No. 01 may be executed in any number of counterparts, each counterpart is considered an original, and together the counterparts constitute one and the same instrument.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY:

DISTRICT:

Chair, Board of Supervisors

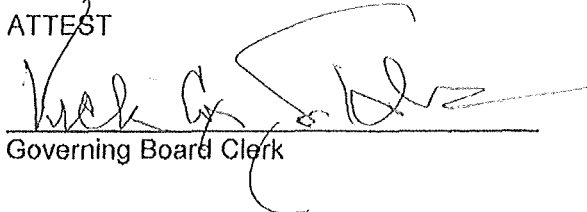


Governing Board President

ATTEST

Clerk of the Board

ATTEST



Governing Board Clerk

Approval

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



Jan Leshner, Pima County Administrator

Intergovernmental Agreement Determination

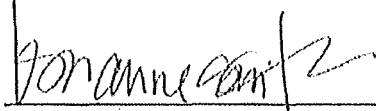
The foregoing Intergovernmental Agreement between County and the District has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

DISTRICT



Kyle Johnson, Deputy County Attorney



General Council