



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/2/2022

* = 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:**

To use funding from the Town of Oro Valley to make improvements to indoor and outdoor facilities used by preschool children enrolled in the PEEP Program at Pima County Amphitheater Schools dba Amphitheater Public Schools, in the Town of Oro Valley.

Attachment: CT-CR-23-030

***Procurement Method:**

This IGA 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 quality preschools in Pima County. The parties want to use funding to make improvements to indoor and outdoor facilities used by the preschool children enrolled in PEEP at Pima County.

***Public Benefit:**

Data shows that investing in high quality preschool programs, especially 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:**

Data showing the number of children, demographics of children, quality rating of new classes, and satisfaction surveys.

***Retroactive:**

No.

OK GMI
AF 7/18/22 To: COB 7-20-2022 (1)
Vers: 1
pgs.: 13

JUL 19 '22 PM 04:04 PD

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: CT

Department Code: CR

Contract Number (i.e., 15-123): 23-030

Commencement Date: 08/02/2022

Termination Date: 05/31/2023

Prior Contract Number (Synergen/CMS): _____

☒ Expense Amount \$ 100,000.00*

☒ Revenue Amount: ~~\$ 100,000.00~~

*Funding Source(s) required: Town of Oro Valley

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: Community & Workforce Development

Telephone: 724-2696

Department Director Signature: [Signature]

Date: 7/18/2022

Deputy County Administrator Signature: [Signature]

Date: 18 July 2022

County Administrator Signature: [Signature]

Date: 7/19/2022

Pima County Community & Workforce Development Department

Program: Pima Early Education Program Facility Improvements

IGA: Pima County Amphitheater Schools *dba* Amphitheater Public Schools

Amount: \$100,000.00

IGA No: CT-CR-23-030

Funding: Town of Oro Valley

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is between Pima County ("County"), a body politic and corporate of the State of Arizona, and Pima County Amphitheater Schools *dba* Amphitheater Public Schools ("District"), a taxing district of the State of Arizona, pursuant to A.R.S. § 11-952.

- A. County and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*
- B. County is authorized by A.R.S. § 11-254.04 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- C. District is authorized by A.R.S. § 15-342 to enter into this IGA with County.
- D. County, as part of its Economic Development Plan 2019-2021, has recognized the significance of workforce shortages and the need for reliable, high-quality, and affordable preschool programs to address barriers to parents entering and remaining in the workforce.
- E. 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.
- F. In Pima County, only 46% 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.
- G. 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.

NOW, THEREFORE, County and District, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to use funding from the Town of Oro Valley to make improvements to indoor and outdoor facilities used by preschool children enrolled in the Pima Early Education Program at Pima County Amphitheater Schools *dba* Amphitheater Public Schools in the Town of Oro Valley.
2. **Term.** This IGA commences on August 2, 2022 and will terminate on May 31, 2023. If the commencement date of the Term is before the date of execution, the parties will, for all purposes, deem the IGA to have been in effect as of the commencement date.
3. **Party Responsibilities.**
 - 3.1. District shall provide County the services in **Exhibit A** (3 pages). District shall obtain and maintain all applicable licenses, permits, and authority required for its performance under this IGA. District shall also identify a Liaison for this IGA by July 1, 2022.
 - 3.2. County shall pay District for the services in **Exhibit A**. County shall identify a Liaison for this IGA by July 1, 2022. County shall also notify District in advance if the IGA is transferred to a third party for administration and will identify the new Liaison.
4. **COVID-19 Restrictions.** District shall maintain 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.
5. **Confidentiality.** District acknowledges that student files and information are private and the use or disclosure of such information, when not directly connected with District's or County's responsibilities under this IGA is prohibited unless District obtains written consent from the individual or, in the case of a minor, from the responsible parent or guardian of the minor. District will allow only authorized individuals with a need for client or applicant information to have access to these files. District will comply with all state and federal statutes and regulations governing the use or disclosure of private information.
6. **Monitoring.** County will monitor all of District's management, fiscal, and service provision activities to ensure that District is making adequate and acceptable progress in the provision of services, maintaining adequate and acceptable systems to document services and expenditures, and using the provided funds effectively and efficiently to accomplish the services. District will cooperate with County in the monitoring and evaluation process and will provide County with access to all documentation required to evaluate District's performance and use of funds under this IGA.
7. **Financing.** County shall reimburse District an amount not-to-exceed \$100,000 ("the maximum allocated amount"). District may not submit requests for payment before District has completed and submitted a W-9 Taxpayer Identification Number form and registered

online as a Pima County Vendor through County's Vendor Self Service System. County will only pay for services provided between the commencement date in Section 2. and the termination date.

7.1. District shall submit invoices to County using the form in **Exhibit B** (1 page). An authorized representative of District shall approve and sign all invoices. The invoice will include the following information:

7.1.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.

7.1.2. Copies of invoices and checks (front and back) to support all purchases of goods and services.

7.1.3. For projects completed that month, photos showing completion and playground inspection reports, as required in **Exhibit A**.

7.1.4. Any other documentation requested by County.

7.2. If District's invoices include adequate and accurate documentation, County will generally pay District within 30 days from the date County receives the invoice. Before paying District, County may first determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for payment. In addition, County may liquidate funds available under this IGA for costs incurred by County on behalf of District. County may also deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues. County may question any payment made under this Section 7.8 and require reimbursement by setoff or otherwise for payments that County determines were improper. District shall reimburse County for improper, unallowable, or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

8. **Audit Requirements.** District shall establish and maintain a separate and identifiable account of all funds provided by County under this IGA. District shall also provide financial statement audits as required by law. Upon written notice from County, District shall provide a program-specific financial statement. The notice will identify the period to be covered by the statement and the deadline for District to complete and submit the statement. District shall ensure that any audit conducted pursuant to this IGA is performed by an independent certified public accountant and submitted to County within six months of completion of District's fiscal year unless a different time is specified by County. The audit submitted must include District's responses, if any, to audit findings. District is responsible for all costs for any audit required or requested pursuant to this Section 8., unless the cost was specifically included in the approved budget(s) under this IGA. District shall timely submit the required or requested audit(s) to:

Jenifer Darland
Homeless Division Manager
Community and Workforce Development Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

9. **Insurance.** District will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit District's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the District for liabilities that may arise from or relate to this Contract. If necessary, District may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

9.1. Insurance Coverages and Limits:

9.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

9.1.2. Business Automobile Liability: Coverage for 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.

9.1.3. Workers' Compensation (WC) and Employers' Liability:

9.1.3.1. Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

9.1.3.2. Note: The Workers' Compensation requirement does not apply if District is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

9.2. Additional Coverage Requirements:

9.2.1. Insurer Financial Ratings: 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.

9.2.2. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the District. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

9.2.3. Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the District.

9.2.4. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a District's deductible or Self Insurance Retention (SIR).

9.2.5. Subcontractors: District 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, District must furnish, if requested by County, appropriate insurance certificates for each subcontractor. District must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

9.3. Verification of Coverage:

9.3.1. Insurer or Broker of District must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

9.3.1.1. The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,

9.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and

9.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

9.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

9.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

9.3.4. Cancellation Notice: District's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. District must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

- 9.4. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. 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, or the County's receipt of any other information from the District, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
10. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
11. **Suspension.** County reserves the right to suspend District's performance and payments under this IGA immediately upon notice delivered to District's designated agent in order to investigate District's activities and compliance with this Agreement. In the event of an investigation by County, District will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, District will be notified in writing that the IGA will be immediately terminated or that performance may be resumed.
12. **Termination.**
- 12.1. **Without Cause:** Either party may terminate this IGA at any time, without cause, by notifying the other party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, the County's only obligation to District will be payment for services rendered prior to the date of termination.
- 12.2. **With Cause:** Either party may terminate this IGA at any time without advance notice and without further obligation if either party finds the other party to be in default of any provision of this Agreement.
- 12.3. **Non-Appropriation:** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the District does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
13. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
14. **Non-Discrimination.** The parties shall 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. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

15. **Americans with Disabilities Act.** The parties shall 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 C.F.R. Part 35).
16. **Cancellation for Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.
17. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
18. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
19. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
20. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
21. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
22. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

<u>County:</u>	<u>District:</u>
Jenifer Darland Homeless Division Manager Pima County Community & Workforce Development 2797 E. Ajo Way 3 rd Floor Tucson, AZ 85713	Michelle Tong Associate to the Superintendent and General Counsel Amphitheater Public Schools 701 W. Wetmore Road Tucson, AZ 85705

23. **Counterparts.** The parties may execute this IGA in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
24. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

SIGNATURE PAGE TO FOLLOW

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and District has caused this Intergovernmental Agreement to be executed by the _____ upon resolution of the _____ and attested to by _____.

PIMA COUNTY:

DISTRICT:

Chair, Board of Supervisors

Superintendent, District

ATTEST

ATTEST

Clerk of the Board

Clerk, District

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



July 18, 2022

Deputy County Attorney

Associate to the Superintendent and General Counsel

EXHIBIT A (3 pages)
SCOPE OF SERVICE

PIMA EARLY EDUCATION PROGRAM - FACILITY IMPROVEMENTS

- 1. Purpose:** To use \$100,000.00 from the Town of Oro Valley to make improvements to indoor and outdoor facilities used by preschool children enrolled in the Pima Early Education Program at Pima County Amphitheater Schools *dba* Amphitheater Public Schools in the Town of Oro Valley.

- 1.1.** Any project costs over \$100,000.00 will be paid by Pima County Amphitheater Schools *dba* Amphitheater Public Schools. Current project budget shown in Section 3. Budget below shows total project costs of \$154,155.00. Therefore, an estimated \$54,155.00 will be paid by Pima County Amphitheater Schools *dba* Amphitheater Public Schools.

- 2. Program Locations & Services:**

- 2.1.** Canyon Del Oro High School (Preschool Program)
25 W Calle Concordia, Oro Valley, AZ 84704

- 2.1.1.** Renovate indoor space for a STEAM Classroom to include the following areas of exploration:

- 2.1.1.1.** Science, Technology, Math & Manipulatives, and Sensory & Art

- 2.1.2.** Playground Improvements/Expansion:

- 2.1.2.1.** Faux grass, shade coverage, and hands on interest centers

- 2.1.2.2.** Faux grass area for tumbling, picnics, story time and outdoor circle time

- 2.1.2.3.** Shade coverings to keep children cooler and protected from harsh UV rays

- 2.1.2.4.** Hands on interest centers such as: dramatic play, art, music, blocks, and sensory to further children's imaginative and investigative play in an outdoor environment

- 2.2.** Copper Creek Elementary School (Preschool Program)
11620 N Copper Spring Trail, Oro Valley, AZ 85737

- 2.2.1.** Playground Improvements/Expansion:

- 2.2.1.1.** Faux grass, shade coverage, and hands on interest centers

- 2.2.1.2.** Faux grass area for tumbling, picnics, story time and outdoor circle time

- 2.2.1.3.** Shade coverings to keep children cooler and protected from harsh UV rays

- 2.2.1.4.** Hands on interest centers such as: dramatic play, art, music, blocks, and sensory to further children's imaginative and investigative play in an outdoor environment

- 2.3.** Painted Sky Elementary School (Preschool Program)
12620 N Woodburne Ave, Oro Valley, AZ 85755

- 2.3.1.** Playground Improvements/Expansion:

- 2.3.1.1.** Faux grass, shade coverage, and hands on interest centers

- 2.3.1.2. Faux grass area for tumbling, picnics, story time and outdoor circle time
- 2.3.1.3. Shade coverings to keep children cooler and protected from harsh UV rays
- 2.3.1.4. Hands on interest centers such as: dramatic play, art, music, blocks, and sensory to further children's imaginative and investigative play in an outdoor environment

3. Budget.

Project Location	Project Services	Project Amount
Canyon Del Oro High School (Preschool Program)	<i>Steam Classroom</i>	
	Sensory Exploration Center	\$4,278.00
	Science Instant Center	\$6,398.00
	Math & Manipulative Instant Center	\$3,479.00
	Technology	\$5,000.00
	<i>Playground Expansion/Improvements</i>	
	Faux grass, shade coverage and centers	\$45,000.00
	Subtotal	\$64,155.00
Copper Creek Elementary School (Preschool Program)		
	<i>Playground Expansion/Improvements</i>	
	Faux grass, shade coverage and centers	\$45,000.00
	Subtotal	\$45,000.00
Painted Sky Elementary School (Preschool Program)		
	<i>Playground Expansion/Improvements</i>	
	Faux grass, shade coverage and centers	\$45,000.00
	Subtotal	\$45,000.00
GRAND TOTAL		\$154,155.00

4. Inspection and Reporting.

- 4.1. Photos showing proof of completion for each service (renovation, improvement or expansion) provided at each location.
- 4.2. For playground improvements, contract with an independent third party National Playground Safety Institute (NPSI) Certified Inspector to inspect both play structure and surfacing, and to provide a written report of the inspection findings and associated

recommendations. Confirm the inspection company is certified and is not the same as the installer in advance of the inspections, and fully comply with all recommendations outlined in the report. Should the recommendations warrant a second inspection, contract with the same inspection company, and bring play structures into full compliance with NPSI standards, at no additional cost to County. A Head Injury Criteria (HIC) test is required as part of the playground inspection.

- 4.3. Number of children served by these facility improvements including those enrolled in the Pima Early Education Program.

END OF EXHIBIT A

EXHIBIT B (1 page)

PIMA COUNTY INVOICE AND PERFORMANCE REPORT
Pima County Department of Community & Workforce Development-Town of Oro Valley Grant

Invoice and Performance Report for the Month of _____, 2021

PLEASE SEND INVOICE TO THE ATTENTION OF: Community & Workforce Development Attn: Nicole Scott 2797 E. Alo Way Tucson, AZ 85713 CITY OF TUCSON CITY OF TUCSON CITY OF TUCSON	AGENCY INVOICE INFORMATION School District Name: Attn: Agency Address: City, State, Zip Code:	FEDERAL FUNDING INFORMATION REPORT DATE PROGRAM NAME Pima County Department of Community & Workforce Development REPORT 2 CITY 2	PLEASE MAKE SURE YOU ENTER A REPORT DATE IN SPACE L10 (date report is prepared, not month being reported)
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APPROVED BUDGET & EXPENSE DETAILS (08/02/22 - 05/31/23)												
COMMENTS	APPROVED BUDGET	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	TOTAL TO DATE
FACILITY IMPROVEMENTS	5	200,000.00										200,000.00
TOTAL CONTRACT EXPENSES	5	200,000.00										200,000.00

PERFORMANCE REPORT (08/02/22 - 05/31/23)

COMMENTS	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Number of children in PEP's classes at time at the site										
Number of other children using PEP's facilities										

1. COBOK of facilities and projects of completed projects and completed approved inspection reports.
2. For any project completed over month, project of completed projects and completed approved inspection reports.
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 coordinated program and are based on official accounting records and supporting documents, which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 11, Sections 3729-3730 and 3821, 3822).

REQUIRED SUBSEQUENT SIGNATURES

Agency Preparer Signature - please print & sign	DATE	Contact Person Name/Ext	Agency Authorized Approver Signature - please print & sign
_____	_____	_____	_____
Date filed for correction/initials	_____	FOR PIMA COUNTY USE ONLY	Date filed & submitted for payment/initials