

Pima County Department of Community & Workforce Development

Project: Pima Early Education Program Extended Day Head Start

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 commencing on May 31, 2024, and terminating on May 31, 2025. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

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

ATTEST

Clerk of the Board

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

Deputy County Attorney



General Council