



June 7, 2023

Tass Call
Pima County Amphitheater Schools dba Amphitheater School District No. 10
25 W Yavapi Road
Tucson, AZ 85705 - 3531
Tcall@amphi.com

Re: LISC's Grant to Pima County Amphitheater Schools dba Amphitheater School District No. 10;
Program Action # 55387-0001

Dear Tass Call:

I am pleased to inform you that Local Initiatives Support Corporation ("LISC") has approved a grant of \$125,000 (the "Grant") to Pima County Amphitheater Schools dba Amphitheater School District No. 10 ("the "Grantee"), the proceeds of which shall be used for the purposes set forth in Section 1, below. **Note that one original of this letter agreement ("LISC Grant Agreement") must be countersigned by the Grantee and returned to LISC's New York headquarters within thirty (30) days of the date of this Grant Agreement, in accordance with Section 30, below.**

The LISC Grant is being funded from monies that LISC has received or expects to receive from the Early Childhood Development and Health Board ("First Things First" or "FTF"). The Arizona Department of Economic Security ("ADES" or "Department") entered into an agreement with FTF for FTF to provide certain childcare related services. Subsequently, ADES authorized FTF to use that funding to support LISC's work in the Childcare Infrastructure Building Program. In accordance therewith, FTF entered into an agreement with LISC on April 19, 2023 for LISC to administer \$35 Million to expand the number and/or amount of awards to child care providers in the Childcare Infrastructure Building Program (the "FTF Agreement"). Funding for the FTF Agreement has been authorized pursuant to the Child Care and Development Block Grant Act ("CCDBG") (42 U.S.C. 9857 et seq.); 45 CFR Parts 98 and 99 and the American Rescue Plan Act of 2021 ("ARPA") (Public Law 117-2).

Pursuant to the FTF Agreement, LISC will make grants to eligible organizations to help increase the supply and capacity for quality child care for children birth through age five throughout Arizona through activities related to but not limited to the following: facility improvements;

expanding child care facilities to serve additional children; and planning for new child care facilities that include identifying multiple revenue streams through partnerships to support new child care operations. The FTF Agreement, CCDBG, and ARPA impose certain requirements on LISC and all recipients of Grant funds. Some of the requirements that apply to such funds are described in **Exhibit A** (“Budget”), **Exhibit B** (“Outcomes”), **Exhibit C** (“Additional Funding Source Requirements”), which are incorporated herein by this reference. By countersigning this LISC Grant Agreement, the Grantee hereby agrees to comply with all such requirements.

The Grant is made available to the Grantee in accordance with the following terms and conditions:

- (1) **Purpose of the Grant.** Funding will be available to support the following activities: minor renovations/building improvements; indoor and outdoor learning environments; program support spaces; health safety and accessibility; fees; and business development and technology to assure Grantee meets state and local child care standards, including applicable health and safety requirements.

The Grantee anticipates utilizing grant funding to support building renovations to improve quality of indoor spaces by increasing the capacity and accessibility for their bathroom facilities for toddler care. They will replace flooring, install improved lighting, and paint the classrooms. This will improve the quality, health and safety of the program for toddler care as well as children receiving ADES child care subsidy (the “Project”).

Grantee is responsible for managing all aspects of the renovation, including but not limited to, determining the scope of work, selecting, hiring, and managing contractors, procuring materials in accordance with generally accepted and reasonable competitive bidding process, and complying with all local and state contracting and health and safety laws and requirements.

- (2) **The Grantee's Principal Contact at LISC.** The Grantee's principal contact person at LISC with respect to the Grant shall be Cynthia Melde, Senior Program Officer for Phoenix LISC. Unless otherwise indicated in this Agreement, all correspondence concerning said Grant should be addressed to her and include the Program Action Number stated above.
- (3) **Costs to be Paid with Grant Proceeds.** The Grantee hereby agrees to use the Grant proceeds only to pay for costs generally described in the budget attached hereto as **Exhibit A** (the “**Budget**”) and approved in writing by the LISC Program Officer. Grantee agrees that all Grant funds shall be applied to costs which have been or shall be incurred in support of the purpose of this Grant and the outcomes delineated in **Exhibit B** (the “**Outcomes**”).
- (4) **Term of the Grant.** The LISC Grant shall be available for the period that began on **May 1, 2023** and shall end on **July 31, 2023** (“**Term**”).

Any funds not disbursed by the end of the Term indicated above, shall be automatically reprogrammed by LISC and shall no longer be available under this LISC Grant Agreement. If the term of the Program is extended, LISC, in its sole discretion, may extend the Grant Term through a duly executed amendment to this LISC Grant Agreement, provided that a written request is submitted by the Grantee to the Program Officer at least 30 days prior to

the expiration of the Term.

“Completion” of this Agreement shall mean expiration of the Term of this Agreement or termination of the Agreement pursuant to the terms and conditions of the Agreement.

(5) Conditions to Disbursement(s) of the Grant.

A. Grant funds will be disbursed in installments upon satisfactory completion of the following general disbursement conditions:

1. Enclosed copy of this LISC Grant Agreement, countersigned in accordance with Section 30, below;
2. Receipt by the LISC Program Officer of satisfactory evidence of proof of payment for or proof of obligation (i.e. invoice or contract for goods and services) of eligible expenses;
3. Proof of price reasonableness of grant funded goods and services utilizing a cost/price analysis;
4. A copy of the signed agreement with contractor(s) hired to perform grant-funded work or to provide eligible goods and/or materials;
5. Receipt of evidence of program progress, as determined by LISC in its sole discretion;
6. Written authorization of the disbursement or Advance (as defined below) by LISC's Program Officer; and
7. For furniture, fixtures, and equipment with single items over \$5,000: Notice to LISC Program Officer via email within fifteen (15) days of equipment purchase. Such notice shall provide the following information: Provider Name, FTF Provider Number, Item Purchased, Description of Items, Cost, Purchase Date, and Serial Number.

B. At any time during the Term of this Agreement, LISC may authorize, in its sole discretion, a disbursement without an invoice or contract for goods or services (an “Advance”). If LISC makes an Advance, Grantee shall submit to LISC within two (2) weeks of receipt of the Advance, evidence of payment for the approved expenses and a complete financial report in the form attached as **Attachment 1** detailing actual expenses incurred.

C. Notwithstanding anything contained herein to the contrary, to account for the expenditure of all Grant funds, Grantee must collect and retain all back-up documentation (e.g., receipts, cancelled checks, invoices, copies of Grantee agreements, procurement records) for a period of five (5) years from the date of termination or completion of this LISC Grant Agreement, whichever is later. The documentation must be in sufficient detail for LISC to assess how and for what purpose all Grant funds were spent. Upon request, Grantee shall immediately provide LISC with any required documentation or reports in connection with the activities described herein and/or the Grant funds expended hereunder.

(6) Funds Not Disbursed to the Grantee Prior to Expiration Date. Any Grant funds not

disbursed to the Grantee by the Expiration Date shall be automatically reprogrammed by LISC, and shall no longer be available for disbursement to the Grantee; provided, however, that if the Expiration Date is extended pursuant to Section 25 of this Agreement, then the funds shall remain available for disbursement until the new Expiration Date.

- (7) **Return of Grant Proceeds to LISC.** The Grantee will return to LISC any Grant funds it has not expended by the Expiration Date, unless such Expiration Date has been extended pursuant to Section 25 of this Agreement, in which case the Grantee will return to LISC any Grant funds it has not expended by the new Expiration Date.
- (8) **Report to Local LISC Program Office.** The Grantee shall furnish the following reports to Arizona LISC (attn: Cynthia Melde, Senior Program Officer for Phoenix LISC at azchildcare@lisc.org.)
 - (a) A narrative report must be submitted with every disbursement request and as requested by LISC. The report template will be provided by Phoenix LISC.
 - (b) If the Budget includes non-expendable supplies or equipment, Grantee will submit a Property Statement in the form of the document attached as **Attachment 2** no later than 15 days after the Expiration Date.
- (9) **Recordkeeping Requirements.** The Grantee shall keep records and report in sufficient detail to LISC, on all use of the Grant funds so as to enable LISC to meet all of its reporting and monitoring obligations under the FTF Agreement. The Grantee must maintain financial records, supporting documents, and all other records pertinent to the expenditure of proceeds of the Grant funds while any audit requested by LISC and/or the Department is being conducted and any questions arising therefrom are unresolved, or until five (5) years from the date of termination or completion of this LISC Grant Agreement, whichever is later. During this period, the Grantee must have effective control over and accountability for all proceeds of the Grant funds, property and assets acquired with the proceeds of the Grant funds. The Grantee must maintain all back-up documentation (e.g., receipts, invoices, copies of Grantee agreements, procurement records) in connection with all expenditures of the Grant funds; the back-up documentation must be provided to LISC as requested. The Grantee shall provide LISC with any required documentation or reports in connection with the activities described herein and/or the Grant funds expended hereunder.
- (10) **No Disbursement if Non-Compliance.** LISC shall not make any disbursement of the Grant unless on the proposed date of disbursement the Grantee is in full compliance with all the terms and conditions of this Agreement. In addition, LISC shall not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.
- (11) **No Disbursement if Default Exists, or Material Adverse Change Has Occurred.** LISC shall not make any disbursement of the Grant if, at the time of the proposed disbursement, the Grantee, or any subsidiary of the Grantee, or any partnership affiliated with the Grantee, is in default under the terms of any LISC financing, whether for the Project or provided by

LISC for any other Project or purpose. In addition, LISC shall not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of the Grantee or in the Project, including, but not limited to, any adverse change in the Grantee's key personnel (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

(12) Suspension and Termination.

Termination for Cause. If for any reason the Grantee shall fail to fulfill in a timely and proper manner its obligations under this LISC Grant Agreement, or if the Grantee shall violate any of the terms and conditions contained in this LISC Grant Agreement, LISC shall provide the Grantee with written notice specifying the exact nature of such failure or violation. Thereafter, the Grantee has thirty (30) calendar days to remedy the failure or violation. In the event the Grantee does not remedy the failure or violation within the thirty (30) day calendar period, LISC then has the right to terminate this LISC Grant Agreement or suspend any disbursements in whole or in part by giving written notice to the Grantee of such termination or suspension of any disbursements and specify the date thereof, at least five (5) business days before the effective date of termination or suspension.

Termination for Convenience. At any time during this LISC Grant Agreement, LISC may at its option and for any reason, terminate this LISC Grant Agreement upon ten (10) business days written notice to the Grantee.

Upon termination for either cause or convenience, the Grantee may be entitled to reimbursement for any expenses incurred in connection with the scope of work described in this LISC Grant Agreement up to the time of such termination, provided such expenses are allowable under the requirements of this LISC Grant Agreement and the Grantee provides LISC with the appropriate documentation as described herein.

In the event the FTF Agreement is suspended or terminated, this LISC Grant Agreement shall be suspended or terminated effective on the date any notification from City specifies as the suspension or termination date. In the event the FTF Agreement expires and the Department does not extend the FTF Agreement, LISC may at its sole discretion terminate this LISC Grant Agreement.

(13) Independent Contractor. In performing the services and/or utilizing the Grant funds described herein, the Grantee shall be deemed to be an independent contractor and not an employee of LISC. Any and all employees of the Grantee or other persons (including any subgrantees or subcontractors engaged by the Grantee), while engaged in the performance of any work or services required by LISC under this Grant Agreement, shall not be considered employees of LISC. The Grantee will be solely responsible for payment of all compensation owed to its own personnel and any subcontractors or subgrantees engaged by the Grantee, as well as of all employment-related and other similar taxes and liabilities incurred by the Grantee.

(14) Restrictions on Use of the Grant. Under Sections 501 and 4945 of the Internal Revenue

Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes. By countersigning this Agreement and returning it to LISC, the Grantee agrees to (i) not use the Grant for purposes prohibited by the preceding two sentences, (ii) use the Grant in furtherance of the Grantee's charitable purposes (as set forth in its Articles of Incorporation and Application for Recognition of Exemption to the IRS), and (iii) promptly reimburse LISC any Grant amounts not used to further charitable purposes.

- (15) **Compliance with Anti-Discrimination Rules.** In its use of Grant funds provided by LISC, and in its development, marketing and operation, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.
- (16) **Non-Discrimination Clause.** In connection with the utilization of Grant funds provided under this LISC Grant Agreement, the Grantee agrees as follows:
- (a) The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this nondiscrimination clause.
 - (b) Breach of any of the covenants herein, may be regarded as a material breach of this LISC Grant Agreement, and LISC shall take whatever necessary actions provided by law that it deems appropriate.
- (17) **Review of Operations.** LISC may monitor and conduct an evaluation of activities funded by the Grant. Such evaluation may include a visit from LISC personnel to observe the activities funded by the Grant, to discuss said activities with the Grantee's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the Grant. In addition, upon LISC's providing of reasonable advance notice, the Program Officer shall be permitted to attend at least one Board meeting of the Grantee a year.
- (18) **Publicity.** The Grantee agrees that LISC may include information regarding the Grant and the projects in its periodic public reports. LISC may refer to the Grant in press releases, and asks that until such a press release is issued, the Grantee not make any public announcement relating to the Grant without first consulting the LISC contact person referred to in Section 2, above. A copy of all issued press releases shall be promptly sent

to such contact person.

- (19) **Indemnification.** The Grantee agrees to defend, indemnify and hold harmless LISC, its affiliates, subsidiaries, directors, officers, employees, agents and representatives, and any other party acting on behalf of LISC from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees or disbursements, arising out of, or relating to the Grantee's performance or breach of this LISC Grant Agreement or negligent or wrongful act or omission (or alleged act or omission) in connection with this LISC Grant Agreement. The Grantee agrees to provide LISC with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this LISC Grant Agreement may be made.
- (20) **Applicable Laws.** The Grantee agrees that in connection with its performance of this LISC Grant Agreement, the Grantee will fully comply with all applicable federal, state, local (and any other governmental) laws, executive orders, rules and regulations including without limitation, all rules, regulations and policies governing the FTF funds. Breach of any of the covenants herein, may be regarded as a material breach of this LISC Grant Agreement, and LISC shall take whatever necessary actions provided by law that it deems appropriate.
- (21) **Document Ownership.** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Grantee with grant funds are property of LISC and the State of Arizona, but Grantee may retain and share copies of such documents as records of this LISC Grant Agreement as provided.
- (22) **Audit.** Grantee shall agree to permit LISC, the State of Arizona or its duly authorized agents to audit its financial records pertinent to this LISC Grant Agreement throughout the Term and for five years after completion. Such audits shall take place at mutually convenient times.
- (23) **Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions.** By countersigning this LISC Grant Agreement Grantee certifies that neither it nor its principals are presently debarred or suspended by the federal government, the State of Arizona, or any of its departments, commissions, agencies, or political subdivisions. Grantee's certification is a material representation upon which this Grant award was based. Grantee shall provide immediate written notice to LISC for submission to the State of Arizona's authorized representative if at any time during the term of this Agreement, Grantee learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- (24) **No Right of Assignment or Delegation.** The Grantee may not assign or otherwise transfer its rights, or delegate any of its obligations, under this LISC Grant Agreement.
- (25) **Amendment of Term of Grant.** LISC shall consider, but is not obligated to agree to, requests by the Grantee to extend the Expiration Date or make other modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) LISC's Program

Officer has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of LISC shall have executed a written agreement describing the terms of the amendment.

- (26) **Certification Regarding Compliance with the United States Patriot Act.** By countersigning this LISC Grant Agreement, the Grantee is certifying that Grantee will comply with the requirements outlined in Executive Order 13224 and the United States Patriot Act.
- (27) **Certification.** Grantee acknowledges that LISC relied on information Grantee provided in its application in determining to award the Grant. By signing this Agreement, Grantee is certifying that the information provided in its application for the Grant is true and correct. LISC may terminate this Agreement pursuant to Section 12 or require that Grant funds be returned to LISC if LISC or FTF determines that Grantee submitted materially false or misleading information in its application. This Section 27 shall survive the termination or expiration of the Grant.
- (28) **Additional Funding Source Requirements.** Grantee acknowledges and agrees that this Agreement, and Grantee performance of the activities funded by the Grant, may be subject to additional requirements, which, if any, are set forth in **Exhibit C**, attached to and made a part of this Agreement. By this reference, Grantee makes all required representations, warranties, and covenants set forth in Exhibit C, and agrees to comply with all requirements set forth in said Exhibit C in its performance of this LISC Grant Agreement and the performance of services funded by the Grant. If there are any conflicts between this Agreement and Exhibit C, the provisions of Exhibit C shall prevail.
- (29) **Confidentiality:**
- (a) **Definition.** “Confidential Information” means all technical, business, financial, and other information disclosed to the Grantee by, on behalf of, or for LISC or its officers, directors, employees, officers, agents, or representatives in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media), or collected or otherwise obtained by the Grantee in the performance of activities contemplated in this agreement, and all copies thereof, including, without limitation, all information regarding LISC’s business and management methods, products, ideas, know-how, trade secrets, software or program codes (including source codes), processes, software and other applications, techniques, designs, training and instruction manuals and related materials, financial reports and statements, business, product and strategic plans, market information and analysis, financial and operational controls and procedures, client or beneficiary identity and information, including without limitation individual or family names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, credit scores, credit reports, employment information, education information, welfare status, biometric records, criminal history, medical history, and benefits information (collectively, “Personally Identifiable Information”), client or beneficiary lists and all other information developed and/or used by LISC in its business operations (as conducted and as proposed to be conducted), whether or not such information is specifically identified as confidential.

“Confidential Information” shall not include information that is or becomes generally available to the public other than as a result of a disclosure or other action, directly or indirectly, by, for, or on behalf of the Grantee in violation of this agreement, (b) becomes available to the Grantee on a non-confidential basis from a third party other than LISC, provided that such third party is not bound by a confidentiality agreement with respect to such information and that such information was not obtained by such third parties from LISC, or (c) was in the Grantee’s legal possession prior to it being made available to the Grantee under or in furtherance of this agreement. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this agreement.

(a) **General Obligations.** Except as expressly permitted herein, the Grantee agrees that it shall not, without the prior written consent of LISC, disclose or make use of the Confidential Information for any purpose other than as contemplated or permitted in this agreement, and shall prevent the disclosure or unpermitted use of any Confidential Information by its officers, directors, employees, agents, representatives, or third parties authorized to receive such Confidential Information pursuant to this agreement. In consideration of the foregoing, the Grantee further agrees that, as a condition of LISC disclosing Confidential Information, the Grantee shall:

(i) Limit the dissemination or distribution of Confidential Information to those of its officers, directors, employees, representatives, agents, Grantees, or contractors who have a need to know the Confidential Information to further the purposes of this agreement and who are subject to confidentiality obligations no less stringent than those contained in this agreement, and require such officers, directors, employees, representatives, agents, Grantees, and contractors who have access to any Confidential Information to agree to limit their use of such Confidential information to the permitted purposes;

(ii) Receive and hold Confidential Information received by it under, pursuant to, or otherwise while performing its obligations under this agreement in strict confidence, and take all necessary measures, exercising the same degree of diligence and care that it exercises to protect its own information of a similar nature, but in no event less than a reasonable degree of care, to prevent disclosure to others, treating the Confidential Information as if it were the Grantee’s trade secrets;

(iii) Instruct and ensure that its officers, directors, employees, representatives, agents, Grantees, or contractors hold the Confidential Information in confidence until such time the Confidential Information becomes available to the public generally through no fault of the Grantee or its officers, directors, employees, representatives, agents, Grantees, or contractors;

(iv) Not use the Confidential Information or embody any Confidential Information in any of its products or exploit any Confidential Information in any way;

(v) Not reproduce or copy by any means any Confidential Information

without LISC's express consent; and

(vi) Return or destroy, or cause the return or destruction of, such Confidential Information, as may be requested or instructed by LISC.

(b) **Additional Obligations with Respect to Personally Identifiable Information.** The Grantee shall take security measures to protect against the improper use, loss, access of, and disclosure or dissemination of any Personally Identifiable Information obtained or received by the Grantee in its performance of the activities contemplated under this agreement. The Grantee shall maintain appropriate policies and protocols, and implement physical and virtual security measures, to prevent the unauthorized use, loss, access, disclosure and dissemination of such Personally Identifiable Information. In the event any such Personally Identifiable Information or the Grantee's systems have been compromised and/or the Grantee suspects a breach of security with respect to any such Personally Identifiable Information, the Grantee shall immediately, but not less than one (1) hour after its discovery of such compromise or suspected breach, notify LISC of (i) the nature of the compromise or suspected breach, and (ii) the Grantee's plans for addressing the compromise and/or suspected breach and mitigation of loss or damage. The Grantee shall take such steps as may be reasonably required by LISC (including the incurrence of additional costs, which shall be borne solely by the Grantee) to prevent loss or damage to persons affected by any compromise or breach of the Grantee's systems or with respect to any Personally Identifiable Information, and offer appropriate redress, as required by applicable law or court order.

(c) **Remedies.** The Grantee expressly acknowledges and agrees that the unauthorized disclosure or dissemination of Confidential Information will cause severe and irreparable damage to LISC, and that such damage will be difficult to ascertain with definitiveness and certainty, and that LISC will not have an adequate remedy at law for actual breach. Therefore, LISC shall be entitled, together with any other appropriate legal and equitable remedies available to a non-breaching party, to (i) seek specific performance of the terms and conditions of this part, (ii) obtain injunctive relief in a court of competent jurisdiction, without having to post a bond, prohibiting the continued disclosure of Confidential Information, and (iii) to recover any damages and legal expenses, including reasonable attorney's fees and expenses actually incurred, which LISC may be legally entitled to recover or obligated to pay. The Grantee acknowledges and agrees that each provision contained in this part shall be construed as an agreement independent of any other provision of this agreement or any other contract between the parties, and that the existence of any claim or cause of action by the Grantee against LISC, whether predicated upon this agreement or any other contract between the parties, shall not constitute a defense to the enforcement by LISC of the terms and conditions contained in this agreement. For purposes of this part, the Grantee agrees that actions of its officers, directors, employees, agents, representatives, Grantees, and contractors with respect to the Confidential Information shall be imputed to the Grantee, regardless of whether such individual acted within his or scope of employment or engagement.

(30) Signature Required. Please follow ALL of the steps outlined below. LISC will not

disburse funds unless and until this information is completed fully:

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing the requirements for the use of this Grant.
2. An authorized officer of the Grantee must sign the Grant Agreement and email it to grants_contracts@lisc.org copying Cynthia Melde, Senior Program Officer, at azchildcare@lisc.org. Please consult this LISC Program Officer with questions about this Grant, to request disbursement of funds, and to report on progress. **This Grant Agreement must be signed and returned to LISC within thirty (30) days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds.**
3. LISC will then sign/fully execute the Grant and email it to the authorized contact person at your organization.

On behalf of LISC, I extend every good wish to you for the success of the Project.

Sincerely,

Vanessa
Ryan

Digitally signed by
Vanessa Ryan
Date: 2023.06.26 16:35:28
-04'00'

LISC Officer

TERMS OF GRANT ACCEPTED AND AGREED TO:

Pima County Amphitheater Schools dba Amphitheater School District No. 10

Signature: _____

Date: _____

Name: _____

Title: _____

EXHIBIT A
GRANT BUDGET¹

USE OF FUNDS	AMOUNT
Pre-development services: consultants and fees; Equipment, furniture, and non-expendable supplies; Expendable Supplies; Contractor: Light Renovations	\$125,000
TOTAL	\$125,000

¹ LISC reserves the right to approve any professionals or Grantees hired with funds under this Grant. Grantee must maintain an active childcare license during the term of this LISC Grant Agreement. An expired license will affect your ability to receive disbursements of the LISC Grant.

EXHIBIT B
GRANT OUTCOMES

OUTPUT or OUTCOME	PROJECTED NUMBER
Number of children served	25

EXHIBIT C ADDITIONAL FUNDING SOURCE REQUIREMENTS

Grantee acknowledges and agrees that this Agreement is being funded from monies that LISC has received or expects to receive from the Early Childhood Development and Health Board (“First Things First” or “FTF”). The Arizona Department of Economic Security (“ADES”) entered into an agreement with FTF for FTF to provide certain childcare related services. Subsequently, ADES authorized FTF to use that funding to support LISC’s work in the Childcare Infrastructure Building Program. In accordance therewith, FTF entered into an agreement with LISC on April 19, 2023 for LISC to administer \$35 Million to expand the number and/or amount of awards to child care providers in the Childcare Infrastructure Building Program (the “FTF Agreement”).

Funding for the FTF Agreement has been authorized pursuant to the American Rescue Plan Act of 2021 (“ARPA”) (Public Law 117-2). Use of the funding in accordance with this Agreement is therefore subject to certain additional requirements. Accordingly, Grantee makes the following representations, warranties, and covenants, and agrees to comply with the following requirements in its performance of this Agreement:

1. Certifications and Warranties

- A. Grantee certifies that it is in compliance with all applicable Arizona Licensing requirements.
- B. Grantee attests that expenses funded pursuant to this agreement have not been and will not be paid with Child Care Stabilization Grant (CCSG) funds nor Quality First Incentive Funds.
- C. Grantee acknowledges and agrees that Grant funds will only be used to serve children within the age range of 0-5, not yet in kindergarten, as required by FTF’s authorizing statutes. FTF funds cannot be used to support child care Providers that do not serve any children who are younger than kindergarten age. For child care Providers that serve both children younger than kindergarten age and children who are school age, FTF funds cannot be used to support child care classrooms, equipment or supplies for school age children.

2. Equipment

- A. If the Grantee is authorized to purchase Equipment, it shall be itemized in the Agreement for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Agreement, the Grantee shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Agreement, to be purchased in whole or part with the Grant funds, shall be reported in accordance with LISC inventory policies and procedures. The Grantee shall report Equipment purchased with contract funds to LISC within fifteen((15) days of purchase, perform an annual inventory of all Equipment purchased with LISC funds and submit the Equipment inventory form to the LISC person designated to receive notices.
- B. During the term of the Grant, the Grantee shall not dispose of any Equipment purchased under this Agreement without the prior written consent of LISC. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Agreement.
- C. The Grantee agrees to comply with the provisions in 2 C.F.R. §200.16, which prohibits the purchase of certain telecommunications and video surveillance services or equipment with federal funds.

3. Retention

In accordance with A.R.S. § 35-214, the Grantee shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Agreement, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce the original of any or all such record.

4. Compliance with applicable laws.

- A. In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- B. The Grantee shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Grantee, its employees or agents, shall not utilize any federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- C. The Grantee shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, A.R.S. § 25- 535 as may be amended relating to administrative or court-ordered health insurance coverage for children; and the American Rescue Plan Act and applicable regulations and notices including the SLRF Final Rule.

9. Non-Discrimination

- A. Unless exempt under Federal law the Grantee shall comply with Title VII of the Civil Rights Act of 1964 as amended. Grantee shall comply with the Age Discrimination in Employment Act. The Grantee shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Grantee shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- B. The Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in Agreement services on the basis of race, color, or national origin. The Grantee shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering Agreement services; and with Title li of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- C. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services: "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI

and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, [Grantee Name] prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The [Grantee Name] must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the [Grantee Name] are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the [Grantee Name] will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: [Grantee Name] via phone at [Add Phone #] *"Para obtener este documento en otro formato o obtener información adicional sobre esta política, [Grantee Name] via phone at [Add Phone #]."*

10. Payment Recoupment

The Grantee shall reimburse LISC upon demand or the Grantee may deduct from future payments the following:

- A. Any amounts received by the Grantee from LISC for contract services which have been inaccurately reported or are found to be unsubstantiated;
- B. Any amounts paid by the Grantee to a subcontractor not authorized in writing by LISC;
- C. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- D. Any amounts paid by LISC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- E. Any amounts expended for items or purposes determined unallowable by LISC when this Agreement provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- F. Any amounts paid by LISC for which the Grantee's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Grantee to perform contract services;
- G. Any amounts received by the Grantee from LISC which are identified as a financial audit exception;
- H. Any amounts paid or reimbursed in excess of the Agreement or service reimbursement ceiling;
- I. Any amounts paid to the Grantee which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and

Any payments made for services rendered before the Agreement begin date or after the Agreement termination date.

11. Records

Grantee agrees to the following:

- A. Contract service records will be maintained in accordance with this Agreement. Records shall, as applicable, meet the following standards:
- B. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- C. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

- D. Grantee shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- E. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
- F. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the State, shall be retained by the Grantee until such disputes, litigations, claims or exceptions have been disposed of.

13. Substantial Interest Disclosure

Grantee shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Grantee's organization or with which Grantee (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Grantee has made a full written disclosure of the proposed payments, including amounts, to LISC and FTF.

Leases or rental agreements or purchase of real property which are covered by this Section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

14. Visitation, Inspection and Copying

Grantee's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Agreement shall be available for visitation, inspection, monitoring, and copying by LISC and the Department and any other appropriate agent of the State or Federal Government. At the discretion of LISC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If LISC deems it to be an emergency situation, it may at any time visit and inspect the Grantee's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

15. Contract Administration and Operation

A. Records.

Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

B. Non-Discrimination.

The Grantee shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit.

Pursuant to ARS§ 35-214, at any time during the term of this Agreement and five (5) years

thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or Subcontract.

D. Facilities Inspection and Materials Testing.

The Grantee agrees to permit access to its facilities, subcontractor facilities and the Grantee's processes or services, at reasonable times for inspection of the facilities or materials covered under this Agreement. LISC shall also have the right to test, at its own cost, the materials to be supplied under this Agreement. Neither inspection of the Grantee's facilities nor materials testing shall constitute final acceptance of the materials or services. If LISC determines non-compliance of the materials, the Grantee shall be responsible for the payment of all costs incurred by LISC for testing and inspection.

E. Advertising, Publishing and Promotion of Contract.

The Grantee shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of LISC.

F. Property of the State.

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State of Arizona. The Grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Grantee shall not use or release these materials without the prior written consent of LISC.

G. Ownership of Intellectual Property.

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State of Arizona shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Grantee, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Grantee or its subcontractor(s) to any entity other than LISC without the express written authorization of LISC.

H. Tax Indemnification.

Grantee and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Grantee. Grantee shall hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

ATTACHMENT 1

**GRANT FINANCIAL REPORT
 FOR SAMPLE PURPOSES ONLY**

Monthly/Quarterly/Other Report	Grantee Name:	Prepared By:		
Address:	Grant PA#:	Title:		
New Address? Yes-No	Grant Term:	Phone Number:		
Instructions: Send the completed and signed report to your LISC Program Officer. Enter the budget as it appears on the grant letter.	Period Reporting On:			
BUDGET DESCRIPTION	PRIOR PERIOD'S CUMULATIVE EXPENSES	CURRENT PERIOD'S EXPENSES	CUMULATIVE TOTAL EXPENSES	BUDGET BALANCE
GRAND TOTAL	\$ -	\$ -	\$0.00	\$0.00

By signing this report, I certify to the best of my knowledge and belief that 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 this 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 statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Signature of Authorized Certifying Official:	Title:	Date:.
--	--------	--------

***SUBMIT THE REPORT BY THE 15TH OF THE FOLLOWING MONTH

**ATTACHMENT 2
 PROPERTY STATEMENT**

PA#:								
Provider Name:								
When acquiring real property, non-expendable personal property or expendable personal property, please provide the following information upon submission of the last disbursement request, as indicated in the grant letter and made a part hereof.								
Please answer the following related to the proceeds of the LISC grant:								
a) Was non-expendable personal property (e.g. furniture, appliances, HVAC system, IT equipment) acquired? If Yes, list the property below Yes <input type="checkbox"/> No <input type="checkbox"/>								
b) Will the property as listed continue to be used for the purposes authorized in the Grant Agreement? Yes <input type="checkbox"/> No <input type="checkbox"/>								
If the answer to question (b) is YES, please specify the projects:								
If the answer to question (b) is NO, what is the proposed disposition of the property? Check one or both								
<input type="checkbox"/> Approval is requested to retain the property in whole or in part								
<input type="checkbox"/> Disposition instructions from FTIF have been requested								
If acquiring expendable personal property with an aggregate value of over \$5,000, please contact your Program Officer to request disposition forms and receive further instructions.								
Date Purchased	Item	Serial Number	Unit Cost	# of Units	Total Cost	Location Address	Condition	Inventory Reconciled Y/N
TOTAL:								
Based on the records and as required by the property management standards set forth in the grant letter, this information reflects the status of the real and personal property paid for in whole, or in part, by funds from this award.								
Title: _____ Date: _____								
Signature of Authorized Official: _____								