

**Pima County Community & Workforce Development Department**

**Project: Pima Early Education Program**

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

**Contract No.: PO2500009251**

**Contract Amendment No.: 02**

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<b>Orig. Contract Term:</b> 07/01/2025 - 05/31/2028	<b>Orig. Amount:</b>	\$4,666,356.00
<b>Termination Date Prior Amendment:</b> 05/31/2028	<b>Prior Amendments Amount:</b>	\$274,454.80
<b>Termination Date This Amendment:</b> 05/31/2028	<b>This Amendment Amount:</b>	\$877,819.20
	<b>Revised Total Amount:</b>	\$5,818,630.00

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**CONTRACT AMENDMENT**

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

**1. Background and Purpose.**

1.1. Background. On July 01, 2025, Pima County ("County") and Amphitheater Unified School District ("District"), entered into the above referenced Intergovernmental Agreement ("Agreement") to provide high-quality preschool classes at District sites to low-income families. 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 increase the funding to the Pima Early Education Program to offer high-quality preschool opportunities in the District, to low-income families.

**2. Maximum Payment Amount.** The maximum amount the County will spend under this Contract, as set forth in Section 3.1, is increased by \$877,819.20. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$5,818,630.00.

**3. Financing.** The parties have revised Section 3. Paragraph 3.4. is deleted in its entirety and replaced with the following:

3.4. The rates paid by County to District, together with District's in-kind contribution, are intended to substantially cover the cost of providing high-quality preschool services. District shall implement and apply a sliding fee scale for eligible families based on verified household income. Families at or below 200% Federal Poverty Level shall not be charged fees for preschool services. Families with household income above 200% Federal Poverty Level shall be assessed fees in accordance with the approved sliding fee schedule set forth in Exhibit A. District may charge additional fees for before or afterschool care, which shall be separate from and not included in the sliding fee scale

for preschool services. In the event total reimbursable expenses under this IGA exceed the actual cost of services, District shall use such excess funds solely to improve the quality of preschool programming.

4. **Scope of Services.** The parties have revised the Scope of Services as follows:
  - 4.1. **Exhibit A** (05/06/2025) Section 3. Program Locations paragraphs 3.2. and 3.3. are amended as follows:
    - 3.2. For School Year 2026-27: 13 quality rated preschool classes
    - 3.3. For School Year 2027-28: 13 quality rated preschool classes
  - 4.2. **Exhibit A** (05/06/2025) Section 4. District Responsibilities is amended to add the following:
    - 4.12. Implement and apply a sliding fee scale of \$100 per month for families between 201-250% of the Federal Poverty Level and \$200 per month for families between 251-300% of the Federal Poverty Level. District shall reflect sliding fee scale monthly billing amount on County invoice.
5. **Counterparts.** This Amendment No. 02 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

ATTEST

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

\_\_\_\_\_  
Governing Board Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Legal Counsel for the District

Kyle Johnson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print DCA Name

4/8/2026

\_\_\_\_\_  
Date