



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 07/02/2024 or

\* = Mandatory, information must be provided

Procurement Director Award:

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

The Center for Community Mediation and Facilitation

**\*Project Title/Description:**

Restorative Justice Program

**\*Purpose:**

The Center for Community Mediation and Facilitation (known as The Center) is to provide Restorative Justice Program (RJP) with volunteer training. The Center is a nonprofit organization that provides Tucson and Southern Arizona with skilled and affordable dialogue processes and trainings that seek to transform destructive conflict into productive connection and partnership. Their services include mediation, listening circles, facilitation, strategic planning, training, and restorative practices. The deliverables provided by The Center for RJP will include a multi-day restorative justice mandatory training for prospective volunteers who want to become involved with RJC Program, to be held 3 times annually. These volunteers, alongside the RJ Program Coordinator, will effectively run the program. On-going trainings in relevant skill-building for volunteers will also be scheduled throughout the year. The department's basis of recommendation for these services to be provided by The Center is due to their institutional knowledge, which spans 40 years, making them not only leading experts in Pima County but also the holders of nuanced knowledge and expertise that are not available elsewhere in the community.

**\*Procurement Method:**

Direct Select per Board of Supervisors Policy D 29.6 III. - C.

**\*Program Goals/Predicted Outcomes:**

To train Restorative Justice Program volunteers in facilitating a restorative justice circle, equipping them with the necessary nuanced skills needed to conduct a facilitation process between program participant, victim, and community members.

**\*Public Benefit:**

Pima County residents stand to save significant tax dollars by having the Restorative Justice Program divert eligible felony level offenses to the program- as it is largely run through volunteer community members- as opposed to cases being routed through the traditional criminal justice system. Furthermore, participating victims of crime have the opportunity to have their sense of safety restored, contributing to an overall healthier community. Root causes of crime are able to be addressed, contributing positively to community safety.

**\*Metrics Available to Measure Performance:**

Pima County Attorney's Office will be reviewing and approving invoices to monitor services provided under this agreement required to meet the needs of the program.

**\*Retroactive:**

Yes. The Center for Community Mediation and Facilitation conducted trainings for program volunteers for the Restorative Justice Program on February 3rd, 4th, 7th, 10th, and 11th, which need to be paid out of JMHCP funding.

GMM  
KSN 6/11/24

TO: COB, 6-17-24(1)  
VERS.: 2  
PGS.: 7

JUN 14 2 44 PM '24

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: PCA Contract Number (i.e., 15-123): 23-405
Amendment No.: 1 AMS Version No.: 2
Commencement Date: 02/01/2024 New Termination Date: 05/31/2025
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense Revenue Increase Decrease Amount This Amendment: \$ 25,000

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: Vitalyst Health Foundation, BJA-JMHCP

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: Amy Gaudet
Department: PCA

Telephone: 520-724-8036

Department Director Signature: [Signature] Date: 6/7/2024

Deputy County Administrator Signature: [Signature] Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_ Date: 6/12/2024

**Laura Conover**  
Pima County Attorney

---



(520) 724-5600  
pcao.pima.gov  
32 N. Stone Avenue, Tucson, AZ 85701

---

**DATE:** 06/05/2024

**TO:** Jan Leshar, County Administrator

**FROM:** Nicole Heath, Legal Administrator *Nicole Heath*

**Cc:** Steve Holmes, Deputy County Administrator  
Terri Spencer, Procurement Director

**SUBJECT:** Amendment Request – Direct Selection of Professional Services from The Center for Community Mediation and Facilitation to provide Restorative Justice Program, Contract Number CT23\*405

---

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, approval was received to direct select The Center for Community Mediation and Facilitation to provide the Restorative Justice Program (RJP) with volunteer training, and Contract Number CT23\*405 was awarded in the amount of \$26,468.96.

**Background:** The Center for Community Mediation and Facilitation (known as The Center) is to provide Restorative Justice Program (RJP) with volunteer training. The Center is a nonprofit organization that provides Tucson and Southern Arizona with skilled and affordable dialogue processes and trainings that seek to transform destructive conflict into productive connection and partnership. Their services include mediation, listening circles, facilitation, strategic planning, training, and restorative practices.

The deliverables provided by The Center for RJP include a multi-day restorative justice mandatory training for prospective volunteers who want to become involved with RJP, held 3 times annually. On-going trainings in relevant skill-building for volunteers are held throughout the year.

**Requested Action:** The Pima County Attorney's Office requests approval to amend CT23\*405 to increase funds in the amount of \$25,000.00 for a not-to-exceed amount of \$51,468.96 to allow for continued services with The Center for Community Mediation and Facilitation pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C. \$25,000.00 of this funding will come from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's BJA FY22 Justice and Mental Health Collaboration Program (federal assistance listing number 16.745.) \$26,468.96 of this funding will come from the Vitalyst Health Foundation's System Change Grant.

The Pima County Attorney's Office requests to extend this contract an additional year for a new contract termination date of 05/31/2025 pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.


Ms. Jan Leshar, County Administrator  
Amendment Request for Direct Selection of Professional Services for CT23\*405  
June 5, 2024  
Page two

Approved as to Form:   
For Tom Spencer, Procurement Director

Date: 6/6/2024

Concur:   
Steve Holmes, Deputy County Administrator

Date: 6-6-2024

Direct Select Approved:   
Jan Leshar, County Administrator

Date: 6/8/2024

**Pima County Attorney's Office**

**Project: Restorative Justice Program**

**Contractor: The Center for Community Mediation and Facilitation**

**Contract No.: CT-PCA-23\*405**

**Contract Amendment No.: 01**

---

<b>Orig. Contract Term:</b> 06/01/2023 - 05/31/2024	<b>Orig. Amount:</b>	\$26,468.96
<b>Termination Date Prior Amendment:</b> N/A	<b>Prior Amendments Amount:</b>	\$ N/A
<b>Termination Date This Amendment:</b> 05/31/2025	<b>This Amendment Amount:</b>	\$25,000.00
	<b>Revised Total Amount:</b>	\$51,468.96

---

### CONTRACT AMENDMENT

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

- 1. Background and Purpose.**
  - 1.1. Background.** On February 1<sup>st</sup>, 2023, County and Contractor entered into the above referenced agreement to provide Restorative Justice Program.
  - 1.2. Purpose.** County requires additional training for volunteers who wish to become involved with RJP. Additionally, the county is adding funding from the JMHCP grant.
- 2. Term.** The County is exercising the first extension option to renew the contract for one additional year commencing on February 1, 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. Maximum Payment Amount.** The maximum amount the County will spend under this Contract, as set forth in Section 5.2 is increased by \$25,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$51,468.96
- 4. Scope of Services.** The parties have revised the Scope of Services as described in the attached **Exhibit A** (1 page) and the Budget and Rates as described in the attached Exhibit B (2 pages).
- 5. Grant Conditions.** Contractor will comply with all applicable requirements attached in **Exhibit C** (2 pages).

Contract No.: CT-PCA-23\*405{43140 / 01182137 / v 1}

1

Revised 8/19/22

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

**PIMA COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

Catherine Tornbom, Chair, Board of Directors  
\_\_\_\_\_  
Printed Name and Title


March 11, 2024  
\_\_\_\_\_  
Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

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

Kyle Johnson  
\_\_\_\_\_  
Print DCA Name

3/1/2024  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Nicole Heath

3/11/2024  
\_\_\_\_\_  
Date

**Exhibit A (1 page)**  
**Scope of Services**

The Restorative Justice Program (RJP), under The Pima County Attorney's Office, will foster a public-private collaboration structured to permanently change the way people arrested for certain low-level felonies and petty crimes are handled by the criminal justice system. The program will establish a relationship between prosecutors, public defenders and carefully selected participants that leads to a partnership with facilitators, counselors, and qualified volunteers to work to achieve behavioral change and minimize justice system involvement and disparities for highly represented groups. The goal is to help these individuals to put their lives back on track without incurring a criminal record and the unhealthy impact of an extended stay in jail. The way this is done is through a restorative justice circle process.

The Center for Community Mediation and Facilitation (known as The Center) is a volunteer-driven nonprofit organization that provides Tucson and Southern Arizona with skilled and affordable dialogue processes and trainings that seek to transform destructive conflict into productive connection and partnership. Their services include mediation, listening circles, facilitation, strategic planning, training, and restorative practices.

The **deliverables** provided by The Center for The Restorative Justice Program will be a n 18-hour mandatory training for prospective volunteers who want to become involved with RJP. Other deliverables will also include ongoing training in role playing and facilitator skill building. These volunteers, acting as either facilitators or "community members", alongside the RJC Program Coordinator, will effectively run the program. The trainings include but are not limited to : intro to restorative justice principles and practices, circle process training, facilitator training, mock conference preparation, program process, community member training, implicit-bias training. On-going trainings in relevant skill-building for volunteers will also be scheduled throughout the year (these trainings to include, but not limited to implicit bias training, anti-oppression/ anti-racism training, facilitator training).

The **schedule** of the deliverables is projected as follows: The Center will provide the training over the course of four days: February 3, 4, 10, 11, 2024. The ongoing role playing, and facilitator skill building will be scheduled throughout the year as needed.

**Exhibit B (2 pages)  
Budget and Rates**

The Center for Community Mediation and Facilitation RJP Training Budget FY 2023  
The Center for Community Mediation and Facilitation  
Restorative Justice Budget

<b>Budget Items for The Center: Yr 1</b>		<b>rate</b>	<b>cost</b>
<b>A</b>	<b>Design, Training and Technical Assistance</b>		
	Coordinate Ongoing Training (Anti-Racism, Trauma)	15 hours x \$125	\$1,875.00
	Revision and assesment of program manual and	5 hours x \$125	\$625.00
	Onsite Training (first training)	36 hours x 2 x \$125	\$9,000.00
<b>B</b>	<b>Materials</b>		
	Little Book of RJ- Howard Zehr- handout	\$5.75 x 36 copies	\$205.20
	Workbooks for training courses	\$25 x 36 participants	\$720.00
<b>C</b>	<b>Overhead Costs</b>		
	Office supplies/copies	3 trainings x \$100	\$300.00
	Office space / location costs	Donated	\$0.00
	Administrative costs	25 hours x \$125	\$3,125.00
<b>D</b>	<b>Other</b>		
	Food	3 trainings x \$100	\$300.00
		<b>TOTAL COST</b>	<b>\$26,468.96</b>

The Center for Community Mediation and Facilitation RJP Budget FY 2023--- Budget  
Narrative

This budget reflects all costs associated with designing, planning, and implementing a restorative justice training as contracted by the Pima County Attorney's Office for the Restorative Justice Program (RJP). The training will bring together community volunteers (cohort 2) who wish to undergo trainings pertaining to becoming a facilitator and/or community member with RJP.

**Category A:**

- Line-item 1: Design of three training courses is related to the labor of designing the training and training materials, including licensing fees of ongoing training, and certificates of completion for volunteers.
- Line item 2: revision of program manual
- Line item 3: "Onsight training" of first training for year 2 reflects a cost of \$125/hr for 9 hours a day, for 1 full training
  - o \$125/hr x 9 hrs x 4 days x 2 trainers = \$9,000 per training

**Category B:**

Contract No.: CT-PCA-23\*405(43140 / 01182137 / v 1)



- Line item 1: *Little Book of Restorative Justice* book to distribute to volunteers during training. Written by seminal thinker and founder of restorative justice movement.
- Line item 2: Printing costs for participant workbooks

**Category C:**

- Line item 1: "Office supplies" will cover miscellaneous costs associated with conducting trainings and administrative purposes.
- Line item 3: "Administrative costs" is related to the administrative duties associated with planning for training (meeting with PCAO, meeting with consultation expert, etc)

**Category D:**

- Line item 1: "food" reflects the cost associated with offering food during 3 sessions of training for volunteers.

The Center for Community Mediation and Facilitation RJP Budget for JMHCP Grant  
Funding, FY 2024

The Center for Community Mediation and Facilitation RJP Budget- JMHCP Grant			
Budget Items for The Center: Yr 2		rate	cost
<b>A</b>	<b>Design, Training and Technical Assistance</b>		
	1 Onsite Training costs for RJ facilitator and community me	36 hours x 2 x \$125 x 2 tra	\$18,000.00
	costs associated with training design and materials and delivery for relevant on-going training (anti-oppression, addiction and behavioral health, trauma informed care, 2 admin costs, etc)		NA
			\$7,000.00
		<b>TOTAL COST</b>	<b>\$25,000.00</b>

The Center for Community Mediation and Facilitation RJP Budget FY 2024--- Budget  
Narrative

This budget reflects all costs associated with designing, planning, and implementing a restorative justice training as contracted by the Pima County Attorney's Office for the Restorative Justice Program (RJP). The training will bring together community volunteers (cohort 2) who wish to undergo trainings pertaining to becoming a facilitator and/or community member with RJP as well as additional trainings that will enable facilitators to be sensitive to the needs of CMPS participants.

**Category A:**

- Line item 1: "Onsight training" costs for year 2 reflects a cost of \$125/hr for 9 hours a day, for 2 full trainings.
  - o  $\$125/\text{hr} \times 9 \text{ hrs} \times 4 \text{ days} \times 2 \text{ trainers} = \$9,000 \text{ per training} \times 2 \text{ trainings} = \$18,000$
- Line-item 2: Design of ongoing training courses is related to the labor of designing the training and training materials, including licensing fees of ongoing training, and admin costs.

Contract No.: CT-PCA-23\*405{43140 / 01182137 / v 1}

**Exhibit C (2 pages)**  
**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**APPENDIX A**

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contract No.: CT-PCA-23\*405(43140 / 01182137 / v 1)

(D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(G) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(H) See § 200.323, Procurement of recovered materials.

(I) See § 200.216, Prohibition on certain telecommunications and video surveillance services or equipment.

(J) See § 200.322, Domestic preference for procurements.

(K) Compliance with 1933 Buy American Act requirements if applicable.