

COB - BOSAIR FORM

12/11/2025 9:53 AM (MST)

Submitted by Martha.Guzman@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO FC PO2500038927

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 01/06/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Tucson Clean & Beautiful Inc

Project Title / Description: NatureWorks Program

Purpose: Pima County faces an increasing need for a trained local workforce able to maintain and steward the Pima County Regional Flood Control District's (District) expanding system of stormwater parks, green stormwater infrastructure (GSI), restoration sites, and urban forestry investments. At the same time, young adults in historically disadvantaged communities continue to face systemic barriers to accessing technical training, paid work experience, and stable career pathways. The NatureWorks – Green Infrastructure Careers Academy is a 12-week, paid, hands-on training program designed to prepare young adults for employment in green infrastructure, tree care, and ecological restoration industries and directly addresses both needs by providing a paid, hands-on training program that prepares participants for employment in nature-based industries such as GSI maintenance, arboriculture, and ecological restoration while simultaneously strengthening District's long-term site stewardship capacity. Through this contract, Tucson Clean and Beautiful Inc (TCB) will recruit, train, mentor, and place young adults into workforce roles that support Pima County and/or District infrastructure, climate resilience goals, and community engagement priorities.

Procurement Method: Direct Select for Professional Services: Direct Select per Board of Supervisors Policy D29.6, III-C.

Procurement Method Additional Info: n/a

Program Goals/Predicted Outcomes: TO: COB, 12/22/25 (1)
VERSION: 0
PAGES: 14
The NatureWorks Program is designed to prepare a cohort of eight young adults each year through a 12-week paid academy followed by a 12-week internship or conservation project placement. Participants will gain technical, professional, and

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interpersonal skills through field-based instruction, classroom learning, specialized workshops, and exposure to industry partners. The program will prioritize recruitment from low-income and disadvantaged neighborhoods and is expected to produce a trained pool of graduates qualified for entry-level employment or continued internships with Pima County and/or District partners, contractors, and community organizations. Over the three-year pilot, this program will strengthen Pima County workforce capacity to support GSI maintenance, invasive species management, restoration projects, and stormwater park stewardship. Additional predicted outcomes include strengthened partnerships through the NatureWorks Program, improved coordination around nature-based workforce placement, and expanded opportunities for local young adults to enter stable, environmentally focused career pathways.

Public Benefit and Impact:

NatureWorks Program will provide significant public benefit by improving the long-term resilience and performance of District stormwater infrastructure through trained crews who can support site maintenance, stewardship, and public engagement at locations within some of Pima County's most climate-vulnerable neighborhoods. The program will enhance economic mobility by offering paid training, industry-recognized certifications, wrap-around support, and job placement opportunities to young adults who often face barriers to employment. By engaging local residents in caring for Pima County and/or District green infrastructure assets, the program also strengthens trust, builds community capacity, and fosters stewardship of public spaces.

Budget Pillar

- Conservation, sustainability & climate resiliency

Support of Prosperity Initiative:

- 10. Prioritize Workforce Development for Underserved Populations
- 11. Improve Job Quality for Low-Income Workers

Provide information that explains how this activity supports the selected Prosperity Initiatives

The NatureWorks Program directly advances the County's Prosperity Initiative and BOS Policy E36.2 by investing in both physical and social infrastructure in ways that reduce generational poverty, increase access to opportunity, and improve quality of life in high-poverty neighborhoods.

Metrics Available to Measure Performance:

Performance will be measured through the number of individuals enrolled and completing the 12-week academy; participant demographics aligned with equity goals; certifications earned; training hours completed across field and classroom instruction; and the number of graduates placed in internships, conservation projects, or long-term employment. Additional metrics include the number of District project sites supported, stewardship and engagement activities conducted, employer partners participating in the NatureWorks Program, participant evaluations and testimonials, and annual program assessments. The program will provide quarterly reports and an annual evaluation summarizing progress, outcomes, and recommendations for future cohorts.

Retroactive:

NO

Contract / Award Information

Record Number: PO FC PO2500038927

Document Type: PO

Department Code: FC

Contract Number: PO2500038927

Commencement Date: 01/06/2026

Termination Date: 01/05/2027

Total Expense Amount:

\$250,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: 20010FD Regional Flood Control District

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Regional Flood Control District

Name: Nichole Casebeer

Telephone: 520-724-4631

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:  Date: 12/19/25

Deputy County Administrator Signature:  Date: 12/22/2025

County Administrator Signature:  Date: 12/22/2025

DATE: November 25, 2025

TO: Jan Leshner
County Administrator

FROM: Eric Shepp, P.E.
Director 

SUBJECT: Request for Direct Selection of Professional Services from Tucson Clean and Beautiful for the NatureWorks Program

Pursuant to Board of Supervisors Policy D29.6, III.C – Direct Selection and Procurement Procedure No. PO-50, the Regional Flood Control District (District) is requesting approval to select Tucson Clean and Beautiful (TCB) to provide the NatureWorks Program.

BACKGROUND

Pima County faces an increasing need for skilled workers capable of supporting the design, installation, maintenance, and long-term stewardship of green stormwater infrastructure, urban forestry investments, and land management projects that are central to the District's mission. As the County continues to implement stormwater parks, green infrastructure retrofits, ecological restoration projects, and heat mitigation efforts across both urban and natural landscapes, the absence of a robust and well-trained local workforce has become a limiting factor in ensuring these public investments are properly maintained and continue functioning as intended.

At the same time, young adults between the ages of 18 and 25 remain one of the most underserved demographics in workforce development systems, often facing employment barriers and lacking access to technical training or supportive pathways into emerging nature-based careers. The NatureWorks Program is designed to meet both of these urgent needs by developing a paid, hands-on workforce pipeline that prepares young adults for careers in green stormwater infrastructure, arboriculture, restoration, and invasive species management, while also strengthening the District's long-term capacity to maintain its growing system of public green infrastructure assets.

This program also directly advances the goals of the County's Prosperity Initiative by investing in the economic mobility of young adults living in neighborhoods with high levels of poverty, historic underinvestment, and environmental risk. By offering paid training, technical skill-building, industry-recognized certifications, and supported job placement in growing nature-based industries, NatureWorks provides a clear, attainable pathway to stable employment and long-term career advancement for residents who are often excluded from traditional workforce systems. The work performed through the program directly improves public spaces, stormwater parks, and green infrastructure sites located in some of the County's most climate-vulnerable communities, strengthening both individual opportunity and neighborhood wellbeing. In this way, NatureWorks simultaneously expands the County's green workforce and generates measurable economic, environmental, and social returns consistent with the Prosperity Initiative's focus on reducing generational poverty, expanding equitable access to opportunity, and improving quality of life for residents across eastern Pima County.

Direct selection of Tucson Clean & Beautiful (TCB) is necessary and justified because they are uniquely positioned to deliver the specialized services required for this program. TCB is the only organization in the region with a fully developed, place-based workforce model that integrates technical training, classroom instruction, mentorship, wrap-around support, and structured job placement within nature-based industries. Over the last several years, TCB has established itself as a leader in green workforce training through programs that combine arboriculture, restoration ecology, and stormwater infrastructure maintenance into a cohesive curriculum designed specifically for young adults who require both technical skill-building and individualized support to enter the workforce successfully. No other contractor possesses the depth of expertise, established field training systems, or proven operational capacity to deliver a program of this scope and complexity.

In addition to its technical qualifications, TCB maintains long-standing working relationships with land managers, certified arborists, instructors, and contractors who collectively form the instructional backbone of the NatureWorks

Jan Leshner, County Administrator

Request for Direct Selection of Professional Services from Tucson Clean and Beautiful for the NatureWorks Program

November 25, 2025

Page 2

model. These relationships enable participants to receive field-based training across multiple public lands, stormwater parks, and restoration sites, providing a level of applied instruction that cannot be replicated by any other provider. TCB also has a demonstrated record of serving residents in disadvantaged and climate-vulnerable neighborhoods, making them uniquely capable of delivering an equity-centered program intended to provide young adults from these communities with paid training opportunities, supportive services, and pathways to employment.

REQUESTED ACTION

The District requests TCB to be selected for the NatureWorks Program with a not to exceed amount of \$250,000 for a contract term of one (1) year with the option to renew this contract for up to two (2) additional one-year terms (each and "Extension Option") with a not to exceed cost of \$600,000. An extension option will be effective only upon execution by the parties of a formal written amendment and pursuant to the Direct Select provisions of the Board of Supervisors Policy D29.6, III-C.

ES/NC/MG/tj

Attachment

c: Carmine DeBonis, Jr., Deputy County Administrator – Public Works
Bruce Collins, Procurement Director
Brian Jones, Deputy Director – Regional Flood Control District

APPROVED AS TO FORM



Bruce D. Collins, Procurement Director

November 25, 2025

Date

CONCUR:



Carmine DeBonis, Jr., Deputy County Administrator – Public Works

12/02/2025

Date

DIRECT SELECT APPROVED



Jan Leshner, County Administrator

12/2/2025

Date

Pima County Regional Flood Control District

Project: NatureWorks Program

Contractor: Tucson Clean & Beautiful Inc

Amount: \$250,000

Contract No.: PO2500038927

Funding: 20010FD Regional Flood Control District

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County Regional Flood Control District, a body politic and corporate of the State of Arizona ("District"), and Tucson Clean & Beautiful Inc ("Contractor").
- 1.2. Authority. District selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on January 6, 2026 and will terminate on January 5, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. District may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide District with the services described in **Exhibit A** (4 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel District relied upon in making this Contract, Contractor will obtain the approval of District. The key personnel include the following staff:

Angel Breault - Climate Equity Workforce and Education Director
Sasha Timpson - Rainworks Maintenance Program Coordinator
Sofia Angkasa- Finance Director
Katie Gannon – Executive Director

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. District will pay Contractor at the rates set forth in **Exhibit A** (4 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time District informs Contractor that District intends to extend the Term, if that is earlier, notifies District in writing of any adjustments to those rates, and the reasons for the adjustments.
 - 5.2. Maximum Payment Amount. District's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$250,000 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause District's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
 - 5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice District for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
 - 5.4. Timing of Invoices. Contractor will invoice District on a monthly basis unless a different billing period is set forth in **Exhibit A**. District must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to District. District may refuse to pay for any product or service for which Contractor does not timely invoice District and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
 - 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
 - 5.6. Invoice Adjustments. District may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If District raises a question about the propriety of a past payment, Contractor will cooperate with District in reviewing the payment. District may set-off any overpayment against amounts due to Contractor under this or any other contract between District and Contractor. Contractor will promptly pay to District any overpayment that District cannot recover by set-off.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. Pima County and the District in no way warrant that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to Pima County with A.M. Best rating of not less than A-VII, unless otherwise approved by Pima County.
- 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on 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.
- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.
- 6.2. Additional Coverage Requirements:
- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by Pima County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate Pima County and/or the District to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Contractor 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, Contractor must furnish, if requested by District, appropriate insurance certificates for each subcontractor. Contractor must obtain District's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation: Contractor must notify Pima County and/or District, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the District project or contract number and project description.
- 6.4. Verification of Coverage:
 - 6.4.1. Contractor must furnish Pima County and/or the District with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the District project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 6.4.2. Pima County and/or the District may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 6.4.3. Contractor must provide the certificates to District before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide District a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
 - 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the District's failure to obtain a required insurance certificate or endorsement, the District's failure to object to a non-complying insurance certificate or endorsement, nor the District's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations.**
- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold Pima County and/or District harmless from any and all liability that Pima County and/or District may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of District to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without District's prior written approval. District may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.
13. **Americans with Disabilities Act.** Contractor will 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 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that District does not have authority to enter into this Contract, District will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. **Termination by District.**

17.1. Without Cause. District may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, District's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause. District may terminate this Contract at any time without advance notice and without further obligation to District when District finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, District may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining District or other public entity obligations under this Contract. In the event of such termination, District will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

District:

Eric Shepp, P.E. Director
201 N. Stone Ave., FL 9
Tucson, AZ 85701

Contractor:

Katie Gannon, Executive Director
P. O. Box 27210
Tucson, AZ 85726

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of District. District reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of District. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. Public Records.

23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to District for records marked CONFIDENTIAL, District will notify Contractor of the request as soon as reasonably possible. District will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. District will not, under any circumstances, be responsible for securing such an order, nor will District be in any way financially responsible for any costs associated with securing such an order.

24. Legal Arizona Workers Act Compliance.

24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. District has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of District's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **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.
26. **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 Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify District within five business days and provide a written certification to District regarding compliance within one hundred eighty days.
27. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At District's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
28. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

Chair, Board of Directors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Bobby Yu
Deputy County Attorney

Bobby Yu
Print DCA Name

12/4/2025
Date

CONTRACTOR

Katie Gannon
Authorized Officer Signature

Katie Gannon, Executive Director
Printed Name and Title

December 10, 2025
Date

Exhibit A

NatureWorks Program Scope of Work January 6, 2026 - January 5, 2027

Annual Contract Value: \$250,000

1. Purpose

The *NatureWorks – Green Infrastructure Careers Academy* is a 12-week, paid, hands-on training program designed to prepare young adults for employment in green infrastructure, tree care, and ecological restoration industries. The program will build technical, professional, and interpersonal skills while supporting the Regional Flood Control District's (District) community engagement and site stewardship goals in disadvantaged communities.

Through this partnership, Tucson Clean and Beautiful (TCB) will train and mentor a cohort of emerging green workforce leaders who will gain on-the-job experience, certifications, and pathways to employment or continued internships with local contractors, agencies, and community partners.

2. Goals

- **Develop Skilled Workforce:** Train a cohort of 8 young adults annually in key sectors: arboriculture, green stormwater infrastructure (GSI), invasive species management, and land management / stewardship.
- **Advance Equity:** Prioritize recruitment from low-income and disadvantaged communities (as identified by EPA CEJST).
- **Support District Projects:** Provide trained crews for outreach, site maintenance, and community engagement at District stormwater park sites and other GSI projects.
- **Foster Career Pathways:** Connect graduates to paid internships or short-term project placements with partners in the NatureWorks Network.
- **Promote Environmental Literacy:** Deepen participants' understanding of local ecology, water management, and land stewardship.

3. Program Structure

Each program cycle consists of two main phases:

Phase 1: Training Academy (12 Weeks)

- 32 hours per week (4 days/week) of paid instruction combining fieldwork and classroom learning.
- Two days per week focused on in-field training in GSI maintenance, arboriculture, and restoration practices.
- Two days per week blended classroom and field learning, including SmartScape certification, technical workshops, and professional development.
- Supplemental workshops include financial literacy, mental health and wellness, and community storytelling.

Phase 2: Apprenticeship or Project Placement (12 Weeks)

- Following training, graduates enter one of two tracks:
 1. **Apprenticeship Placement** — Full-time 12-week placement with a NatureWorks Network partner (e.g., Pima County, Cooperative Extension, local GSI contractors).
 2. **Community Conservation Projects** — Short-term, paid opportunities to co-lead conservation and stewardship projects such as GSI maintenance, invasive species management, or tree planting.

4. TCB Responsibilities

TCB will:

- **Program Development & Coordination**
 - Plan, recruit, and manage each cohort.
 - Develop training curriculum and coordinate weekly schedules.
 - Manage logistics, materials, safety gear, transportation, and stipends.
- **Instruction & Mentorship**
 - Provide direct instruction and supervision through qualified program administrators and instructors.

- Coordinate with partner organizations and industry professionals to deliver specialized workshops and field trainings.
- **Partner Engagement**
 - Maintain and expand the NatureWorks Network of partner employers.
 - Coordinate internship placements and short-term project opportunities for graduates..=
- **Evaluation & Reporting**
 - Conduct pre- and post-program evaluations, interviews, and collect participant testimonials.
 - Track employment outcomes and maintain a roster of qualified graduates.
 - Provide quarterly progress reports and an annual performance summary to District.

5. District Responsibilities

District will:

- Serve as the contracting and oversight agency.
- Provide fiscal management, review of program materials, and approval of deliverables.
- Identify eligible GSI project sites and Pima County (County) partners for field training and conservation work.
- Support coordination with County departments, partners, and public outreach.
- Participate in quarterly coordination meetings with TCB.

6. Deliverables

- Annual training of one **cohort of 8 participants** completing a 12-week paid workforce academy by April.
- **Up to 4 graduates per cohort** placed in 12-week paid internships via NatureWorks Funding; remaining graduates engaged in short-term conservation projects or placed into 12-week internships funded through a partner organization. Placements will occur in May and project or internship terms will be completed by December.

- Annual training program outline, curriculum and schedule delivered in January for the following year's activities.
- **Quarterly reports** summarizing participant demographics, training hours, certifications earned, community events supported, and NatureWorks Network partnership engagements and meetings delivered in April, July, and October.
- **Annual program evaluation** with participant testimonials, metrics, and recommendations for future programs delivered no later than January 31st for the preceding year.
- **Roster of qualified graduates** for employment referral and engagement in ongoing District projects Documented in a running list updated on a quarterly basis in April, July, October, and December.

7. Timeline

Pilot Term: January 6, 2026 - January 5, 2027

Each program year follows a similar cycle:

- **Winter–Spring (Jan–Mar):** 12-week training academy.
- **Spring–Summer (Apr–Jun):** Internship or conservation project placements.
- **Summer (Jun–Aug):** Evaluation, reporting, and planning for next cohort.
- **Fall (Oct–Dec):** Program planning, recruitment, and coordination.

8. Compensation

Annual budgets will include personnel, participant stipends, materials, and operational expenses as agreed upon.