

# COB - BOSAIR FORM

07/10/2026 10:43 AM (MST)

Submitted by Alejandra.Ruiz2@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 PCA PO2600010347

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Award Type:                                   | Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| BOSAIR Activity:                              | Board Meeting Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Requested Board Meeting Date:                 | 07/28/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Supplier / Customer / Grantor / Subrecipient: | The Center for Community Mediation and Facilitation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Project Title / Description:                  | National Center for Restorative Justice (NCORJ)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Purpose:                                      | <p>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 training that seek to transform destructive conflict into productive connection and partnership. Their services include mediation, listening circles, facilitation, strategic planning, training, and restorative practices.</p> <p>The Center supports PCAO's Restorative Justice Program by providing annual training to the program volunteers, who support the restorative justice activities for program participants. Activities include preparation for restorative justice dialogue circles and any follow up support as needed.</p> <p>The Center's biannual training for program volunteers includes an introduction to restorative justice principles and practices, circle process training, Facilitator training, program process, Community Member training, and mock conference preparation. On-going training in relevant skill-building for volunteers scheduled throughout the year will also be an expense in this category.</p> |
| 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:             | <p>Fall/Winter Restorative Justice volunteer training</p> <p>Spring Restorative Justice volunteer training averaging</p> <p>Provision of restorative justice training materials to volunteers</p> <p>Observation of circles and other Restorative Justice activities, for coaching and feedback to volunteers</p> <p>Delivery of additional training on Restorative Justice practices</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Public Benefit and Impact:                    | The Restorative Justice Program provides a more holistic approach than the traditional criminal justice response and mitigates racial disparities in the criminal justice system. The program reduces recidivism, empowers victims to get their                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

informational needs met, and engages Community Members in increasing understanding, empathy, connection and a potential for healing among all those impacted by a crime.

|                                                                                                  |                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strategic Plan Pillar                                                                            | <ul style="list-style-type: none"><li>Quality of Life</li></ul>                                                                                                                                                                                                                                       |
| Support of Prosperity Initiative:                                                                | <ul style="list-style-type: none"><li>C-S-3. Prevent and Reduce Crime</li></ul>                                                                                                                                                                                                                       |
| Provide information that explains how this activity supports the selected Prosperity Initiatives | The NCORJ award allows PCAO to increase and improve its post-charge Restorative Justice Program for prosecutor-referred individuals arrested on low-level adult felony charges.                                                                                                                       |
| Metrics Available to Measure Performance:                                                        | Annual performance report from Restorative Justice Specialist<br>Evaluation feedback surveys from training participants and program participants<br>Submission of backup documentation for invoice monitoring once a year by NCORJ; PCAO will ask for the backup documentation when prompted by NCORJ |
| Retroactive:                                                                                     | YES                                                                                                                                                                                                                                                                                                   |
| Retroactive Description:                                                                         | The grant was approved by BOS 12/16/2025 making the contract retroactive to 01/01/2026 due to review by GMI and Pima County Attorney's Office prior to sending out for contractor review and signature. If not approved, it could affect the Restorative Justice Program metrics and program goals    |

Contract / Award Information

|                                               |                                                                                                                                                   |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Record Number: PO PCA PO2600010347            |                                                                                                                                                   |
| Document Type:                                | PO                                                                                                                                                |
| Department Code:                              | PCA                                                                                                                                               |
| Contract Number:                              | PO2600010347                                                                                                                                      |
| Commencement Date:                            | 01/01/2026                                                                                                                                        |
| Termination Date:                             | 12/31/2027                                                                                                                                        |
| Supplier / Subrecipient Headquarters Location | Catherine Tornbom, Chair<br>The Center for Community Mediation and Facilitation<br>4991 N. Placita Aguilera<br>Tucson, AZ 85745<br>(520) 289-7117 |

\* Headquarters information is not a consideration for awards

|                       |
|-----------------------|
| Total Expense Amount: |
| \$145,952.00          |
| Total Revenue Amount: |

\$0.00

Funding Source Name(s) Required: Vermont Law School, Inc. National Center for Restorative Justice- Expansion

|                                                           |     |
|-----------------------------------------------------------|-----|
| Funding from General Fund?                                | NO  |
| Contract is fully or partially funded with Federal Funds? | YES |

If Yes, is the Contract to a supplier or subrecipient? Supplier

|             |                         |
|-------------|-------------------------|
| Enter CFDA# | 16.030                  |
| and FAIN#   | 15PBJA-23-GK-01578-NCRJ |

Associated Euna Grant Record ID# 84722

|                                                                     |    |
|---------------------------------------------------------------------|----|
| Contract is fully or partially funded with Non-Federal Grant Funds? | NO |
| Were insurance or indemnity clauses modified?                       | NO |
| Vendor is using a Social Security Number?                           | NO |

|             |            |
|-------------|------------|
| Department: | PCA        |
| Name:       | Rosa Ramos |
| Telephone:  | 5207244088 |

|                                       |     |
|---------------------------------------|-----|
| Add Procurement Department Signatures | No  |
| Add GMI Department Signatures         | Yes |

GMI Director:  Date: 7/10/2026 | 11:37 AM MST

Department Director Signature: Giuliano De Santis Date: 7/10/2026 | 11:28 AM MST

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

County Administrator Signature:  Date: 7/11/2026 | 9:32 AM MST

**Laura Conover**  
Pima County Attorney



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

Administration Division

**DATE:** 05/12/2026

**TO:** Jan Leshner, County Administrator

**FROM:** Giuliano De Santis, Legal Administrator *GDS*

**Cc:** Bruce Collins, Procurement Director

**SUBJECT:** Request for Direct Selection of Professional Services from The Center for Community Mediation and Facilitation, for the National Center for Restorative Justice (NCORJ)

Pursuant to the Board of Supervisors Policy D29.6 III.C-Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select the Center for Community Mediation and Facilitation (The Center) to provide a more comprehensive and holistic approach than the more traditional criminal justice response and to mitigate racial disparities in the criminal justice system

**Background:** The Pima County Attorney's Office (PCAO) has a post-charge Restorative Justice diversion program for prosecutor-referred individuals arrested on low-level felony charges and the people those crimes have impacted. 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 training that seek to transform destructive conflict into productive connection and partnership. Their services include mediation, listening circles, facilitation, strategic planning, training, and restorative practices.

**Requested Action:** The Pima County Attorney's Office request would fund The Center to cover the RJ Specialist's payment for 12 months, for a contract term of 2 year pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6. III-C. Not to Exceed \$145,952.00.

GDS

Approved as to Form: \_\_\_\_\_

For Bruce Collins, Procurement Director

Date: 5/18/26

Direct Select Approved: \_\_\_\_\_

Jan Leshner, County Administrator

Date: 5/29/2026

*rec'd 5/29/2026*

**Pima County Attorney's Office**

**Project: National Center for Restorative Justice**

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

**Amount: \$145,952.00**

**Contract No.: PO2600010347**

**Funding: Vermont Law School, Inc. National Center for Restorative Justice - Expansion**

**PROFESSIONAL SERVICES CONTRACT**

**1. Parties and Background.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and The Center for Community Mediation and Facilitation ("Contractor").
- 1.2. Authority. County 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 1, 2026, and will terminate on December 31, 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. County may renew this Contract for up to two (1) additional periods of up to 1 year. An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

**3. Scope of Services.** Contractor will provide County with the services described in **Exhibit A** (1 page), 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, those whose employment County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following:

**Catherine Tornbom (Chair)**

## 5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 page). 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 the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
  - 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed **\$145,952.00** for the Initial Term (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 the County'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 B** do not include sales taxes. Contractor may invoice County 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 County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County 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 County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County 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. County 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 County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County 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. The County in no way warrants 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 the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the 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.
- 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 County, or its agents, officials, or employees, is excess and not contributory insurance.

- 6.2.5. The Required Insurance policies may not obligate County 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 County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation:  
Contractor must notify County, 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 Pima County project or contract number and project description.
- 6.4. Verification of Coverage:
  - 6.4.1. Contractor must furnish County 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 Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
  - 6.4.2. County 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 County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County 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 County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County'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 County harmless from any and all liability that County 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 County 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 the County's prior written approval. County 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 County does not have authority to enter into this Contract, County 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 County.**
  - 17.1. Without Cause. County 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, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
  - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
  - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County 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:

County:

Giuliano De Santis, Legal  
Administrator  
Pima County Attorney's Office  
32 N. Stone Avenue 19th Floor  
Tucson, Az 85701  
(520) 724-5600

Contractor:

Catherine Tornbom, Chair  
The Center for Community  
Mediation and Facilitation  
4991 N. Placita Aguilera  
Tucson, Az 85745  
(520) 289-7117

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County 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 County. 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 County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County 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. County will not, under any circumstances, be responsible for securing such an order,

nor will County 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. County 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 County’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 County 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. **Grant Compliance.** Contractor will comply with all requirements attached in **Exhibit C** (2 pages); all applicable provisions of County’s subaward from the Vermont Law School (Subaward No. 15PBJA-23-GK-01578-NCRJ-10) incorporated herein by reference and separately provided to Contractor; and local, state, and federal law, as applicable.

26. **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.

27. **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 the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
28. **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 County'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.
29. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
30. **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**

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Date

**CONTRACTOR**

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

Catherine Tornbom, Chair, BOD  
Printed Name and Title

May 28, 2026  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Depuly County Attorney

Kyle Johnson  
Print DCA Name

5/7/2026  
Date

**APPROVED AS TO CONTENT**

  
Giuliano De Santis  
Digitally signed by Giuliano De Santis  
Date: 2026.05.27 09:35:04 -07'00'

Giuliano De Santis

\_\_\_\_\_  
Date

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

### **1. Program Purpose.**

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 training 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 Center supports PCAO's Restorative Justice Program by providing annual training to the program volunteers, who support the restorative justice activities for program participants. Activities include preparation for restorative justice dialogue circles and any follow up support as needed.

The Center's biannual training for program volunteers includes an introduction to restorative justice principles and practices, circle process training, Facilitator training, program process, Community Member training, and mock conference preparation. On-going training in relevant skill-building for volunteers scheduled throughout the year will also be an expense in this category.

### **2. Project Activities.** Contractor, via its Restorative Justice Specialist and in consultation with the Pima County Restorative Justice Program, will provide the following services:

#### **Year 1 Program Activities:**

- Fall/Winter Restorative Justice volunteer training
- Spring Restorative Justice volunteer training averaging
- Provision of restorative justice training materials to volunteers
- Observation of circles and other Restorative Justice activities, for coaching and feedback to volunteers
- Delivery of additional training on Restorative Justice practices

#### **Year 2 Program Activities:**

- Upon Request by the Restorative Justice Program Director or designee - Fall/Winter Restorative Justice volunteer training averaging
- Spring Restorative Justice volunteer training averaging
- Observation of circles and other Restorative Justice activities, for coaching and feedback to volunteers
- Delivery of additional training on Restorative Justice practices

### **3. Performance metrics include:**

- Annual performance report from Restorative Justice Specialist
- Evaluation feedback surveys from training participants and program participants
- Submission of backup documentation for invoice monitoring once a year by NCORJ; PCAO will ask for the backup documentation when prompted by NCORJ (see below).

**Exhibit B (1 page)**  
**Rates**

1. **BUDGET PERIOD:** 01/01/2026 – 12/31/2027 (24 months)

**2. COMPENSATION.**

2.1. County will reimburse Contractor's expenses in accordance with the budget set forth below. Invoices submitted with monthly reports must contain adequate supporting documentation to verify the amount and nature of expenditures. Invoices shall be submitted to the County no later than the 15th of the month following the end of the month being invoiced for. County will pay invoices no later than 30 days from receipt of invoice and monthly report. County reserves the right to audit Subrecipient's financial records as relates to the performance of duties under this Agreement.

2.2. Total amount for this Budget Period is \$145,952.00.

| Budget Line Items                  | Year 1 (Jan 1-Dec 31, 2026) | Year 2 (Jan 1-Dec 31, 2027) |
|------------------------------------|-----------------------------|-----------------------------|
| Restorative Justice Specialist Fee | \$41,600                    | \$20,800                    |
| Additional training funds          | \$43,876                    | \$39,676                    |
| Yearly Total                       | \$85,476                    | \$60,476                    |
| Total                              | \$145,952.00                |                             |

### **Exhibit C (2 pages)** **Grant Conditions**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(8) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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."

(D) 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.

(E) 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.

(F) 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.

(G) 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).

(H) 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.

(I) 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322