

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PINAL COUNTY BY AND THROUGH THE PINAL COUNTY SHERIFF'S OFFICE  
AND CASA GRANDE ALLIANCE  
FOR REENTRY SERVICES**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 26<sup>th</sup> day of March, 2024, ("Effective Date") between Pinal County ("County") by and through the Pinal County Sheriff's Office ("PCSO") and Casa Grande Alliance ("CGA"). The County and CGA are sometimes hereafter referred to individually as the "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, Pinal County and Casa Grande Alliance are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 *et seq.*; and

**WHEREAS**, pursuant to A.R.S. § 11-392, Pinal County participates in a reentry planning services program within the PCSO Adult Detention Center ("ADC") for the purpose of screening and assessing persons who are booked into the ADC and connecting those persons with behavioral health and substance use disorder treatment providers at the earliest possible stage in the criminal justice process.

**WHEREAS**, Casa Grande Alliance provides substance misuse prevention education and awareness services, treatment resource information, coalition mentoring, & administrative support to the CGA and other prevention coalitions. These coalitions provide a framework for organizations, families and individuals to address substance misuse issues in the community, and CGA provides program and administrative staff for those efforts; and

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. PURPOSE AND INTENT**

This MOU between the County and CGA sets forth the responsibilities and obligations of the parties regarding the implementation of the reentry planning services program in Pinal County. The purpose of program is to provide for the screening and assessing persons who are booked into the ADC and connecting those persons with behavioral health and substance use disorder treatment providers at the earliest possible stage in the criminal justice process.

**II. PROGRAM DELIVERABLES INCLUDE:**

- A. Mentoring adult offenders during incarceration, through transition back to the community, and post-release;
- B. Transitional services to assist in the reintegration of offenders into the community, including:
  - a. Educational, literacy, and vocational services and the transitional jobs strategy;

- b. Use disorder treatment and services
  - c. Supervision and services for offenders, including physical health care and comprehensive housing and mental health care;
  - d. Family services;
  - e. Validates assessment tools to assess the risk factors of returning inmates;
- C. Access to and use of cross-system recidivism tracking database;
- a. That incorporates data obtained from pre-arrest diversion programs, reentry screenings that occur during the booking process, reentry planning that occurs before and during release and post-release treatment engagement;
  - b. To record baseline and ongoing statistics for identified needs, referrals, and future recidivism of reentry treatment participants;
  - c. To record post-release treatment engagement;
- D. Training to staff and providers regarding offender and victim issues;
- E. The specific offender/ex-offender populations to be targeted:
- a. The project will target adult offenders who are currently incarcerated at the PCSO-ADC and will be released into Pinal County. Risk level will be determined based on identified risk using a needs assessment tool. The assessment tool will be reviewed and agreed upon by both parties prior to use

### **III. TERM, AND TERMINATION**

This MOU shall become effective on the Effective Date and shall continue in full force and effect for three (3) years. Either Party may terminate the Agreement upon thirty (30) days written notice to the other Party.

### **IV. OBLIGATIONS OF THE PARTIES**

A. The CGA agrees:

1. To deliver pre-release services to enrolled inmates at PCSO-ADC, including orientation, screening/enrollment, administering of a validated risk need responsivity assessment, individual case plan development, case management, introduction to mentoring, letter writing, cognitive skill building workshops and transition planning;
2. To deliver post-release services including: on-going case management, 1:1 and group mentoring options, access to cognitive behavioral services for participants who did not receive this programming while incarcerated, linkages to education and training, apprenticeships, employment assistance, civil legal assistance, and referrals to representation for family reunification support;
3. To coordinate access to housing, health care, and mental health and substance abuse treatment services;
4. To participate with project partners in coordinating evidence-based reentry practices;
5. To deliver post-release services at the PCSO-ADC Reentry Center when that facility is completed;
6. To regular project evaluations;

7. To establish and maintain procedures and controls that are acceptable to PCSO-ADC for the purpose of assuring that no information contained in its records or obtained from PCSO-ADC or from others in carrying out its functions under this MOU shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform under the MOU. Persons requesting such information should be referred to PCSO-ADC.
  - a. CGA also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of CGA as needed for the performance of duties under the MOU, unless otherwise agreed to in writing by PCSO-ADC;
8. To have each employee, working with inmates within the jail, complete a background check (\$250.00 expense to be paid by CGA) and participate in PCSO annual safety training.
9. Will warrant and confirm that each of its employees, working with inmates within the jail, can comply with the following minimum health-related information:
  - a. PPD test with evidence of annual testing of negative status, or if skin test positive, evidence of negative TB status by physician evaluation (letter) or a negative chest x-ray on an annual basis.
  - b. Evidence of recent negative 10-panel drug screen within six months of date hereof.

B. The PCSO agrees:

1. To refer eligible inmates who are scheduled for release to the reentry planning services program as soon as practicable;
2. To allow PCSO-ADC approved CGA staff access to PCSO-ADC to work with enrolled inmates prior to release;
3. To assist CGA with obtaining recidivism data for project evaluation and reporting purposes;
4. To refer inmates who can benefit from the program;
5. To collaborate in the coordination of pre-release services and post-release planning for enrolled individuals;
6. To determine the frequency, time, location, and duration of onsite programming in accordance with other operational and security needs and requirements;

V. **CONTRABAND**

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other articles includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Pursuant to A.R.S. § 13-2505, a person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possession contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony;

**VI. UNLAWFUL SEXUAL CONDUCT**

Pursuant to A.R.S. § 13-1419, a person commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of a correctional facility (a county jail) or with an offender who is under the supervision of a county. For purposes of this statute, "person" includes a person employed by a county jail or a person who contracts to provide services with a county jail.

Depending on the age of the offender, Unlawful Sexual Conduct can be a Class 2, 3, or 5 felony.

**VII. FEDERAL PRISON RAPE ELIMINATION ACT 2003**

The CGA shall comply with the Federal Prison Rape Elimination Act of 2003 ("PREA"), and all applicable standards. CGA shall adopt and comply fully with the standards of PREA.

**VIII. FINANCIAL PROVISIONS**

No funds shall be exchanged for any services between the County and CGA. Each party shall be responsible for its own costs in implementing services for reentry clients.

**IX. INSURANCE**

CGA will provide evidence of the following insurance in force during the Agreement: (1) Commercial General Liability (CGL) in the amount of \$1M per occurrence and \$2M Aggregate, with an endorsement or separate policy for Sexual Abuse and Molestation (SAM) of at least \$250,000. (2) Business Auto Liability Coverage no less than \$1M Single Combined Limit for any owned, hired, and /or owned vehicles used in the performance of the scope of services. Pinal County shall be covered as an additional insured, with a waiver of subrogation, on both CGL and Auto Liability coverages. (3) Workers Compensation in the statutory amount with Employers Liability Coverage of at least \$1M per accident, per disease and in Aggregate, with a waiver of subrogation, unless CGA is exempt under ARS 23-902 (E) and provides appropriate sole proprietor waiver form. (4) Professional Liability (Error and Omissions) in the amount of \$1M for licensed professionals. Policy shall cover professional misconduct for scope of work activities, and extend two years past contract termination if it a "claims made" policy. .

**X. INDEMNIFICATION**

To the maximum extent permitted by law, CGA agrees to indemnify, defend and hold harmless PCSO (and Pinal County), its officers, officials, agents, employees, or volunteers ("Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including

reasonable attorney's fees) (hereinafter collectively referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CGA arising out of actions taken in performance of this MOU to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by CGA from and against any and all claims. It is agreed that CGA will be responsible for primarily loss investigation, defense, and judgment costs where this indemnification is applicable.

## **XI. STANDARD TERMS**

- A. Notices.** All notices to the other Party required under this MOU shall be in writing and sent to the following personnel:

**If to CGA:**

Michael Robinson/Sarah Graham  
Reentry Program Managers  
280 W. McMurray Blvd.  
Casa Grande, Arizona 85122  
520-836-5022  
[michael@casagrandealliance.org](mailto:michael@casagrandealliance.org)  
[sarah@casagrandealliance.org](mailto:sarah@casagrandealliance.org)

**If to PCSO:**

Deputy Chief Matthew Hedrick  
Pinal County Sheriff's Office  
971 Jason Lopez Cir., Bldg. C  
Florence, Arizona 85132  
(520) 866-5028

- B. Modification.** This MOU shall not be modified or extended, except by a mutually signed written agreement.
- C. Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this MOU. This MOU shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This MOU shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this MOU confers any right to any person or entity not a party to this MOU.
- D. Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this MOU shall be brought in an Arizona court in Pinal County.
- E. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this MOU, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of

mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this MOU shall be brought in the Pinal County Superior Court in Florence, Arizona.

- F. Non-assignment.** This MOU has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this MOU, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- G. Entire Agreement.** This AGREEMENT represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this AGREEMENT shall be valid unless made in writing and signed by the Parties.
- H. Severability.** If any part, term or provision of this MOU shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- I. Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this MOU.
- J. Other Duties Imposed by Law.** Nothing in this MOU shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- K. Compliance with Laws and Policies.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this MOU. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- L. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees
- M. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act, including flow down of all provisions and requirements to any subcontractors. In the performance of this contract, neither party shall 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.
- N. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the MOU and may result in the termination of the MOU by either party under the terms of this MOU. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this MOU to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and

their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

- O. **No Joint Venture.** It is not intended by this MOU to, and nothing contained in this MOU shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligations to withhold Social Security and income taxes for itself or any of its employees.
- P. **No Third Party Beneficiaries.** Nothing in this MOU is intended to create duties or obligations to or rights in third parties not Parties to this MOU or affect the legal liability of either Party to the MOU by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- Q. **Headings.** The section headings throughout this MOU shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- R. **Non-Appropriation.** Notwithstanding any other provision in this MOU, this MOU may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this MOU. In the event of such cancellation, the canceling party shall have no further obligations other than for payment for services rendered prior to cancellation.
- S. **Uncontrollable Events.** No Party shall be considered to be in default of this MOU if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- T. **Counterparts.** This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has the proper authorization to enter into this MOU and this MOU has been executed on the dates and year herein below.

DATE: \_\_\_\_\_, 2024

DATE: March 26, 2024

**PINAL COUNTY  
BOARD OF SUPERVISORS**

**CASA GRANDE ALLIANCE**

\_\_\_\_\_  
Chairman

Robert L. Shogren  
Executive Director  
Robert L. Shogren, MEd.

ATTEST:

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM AND AUTHORITY:

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