



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 10/19/2021

* = Mandatory, information must be provided

or Procurement Director Award

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

Arizona Superior Court in Pima County

***Project Title/Description:**

Intergovernmental Agreement between Pima County Board of Supervisors on Behalf of the Pima County Attorney's Office and the Arizona Superior Court in Pima County for STEPs Court Diversion Specialist

***Purpose:**

The purpose of this IGA is for County to use grant funds from the felony diversion funds, ARS § 11-361 et seq, to pay for personnel costs of the Pima County Supportive Treatment and Engagement Program (STEPs), in order to hire a Court Diversion Specialist. STEP's is a pre-indictment drug diversion program targeting people charged with felony drug possession and/or paraphernalia that launched in February 2021.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Court and STEP's Diversion Specialist will make and keep detailed statistical information about STEP's program participants during the previous fiscal year.

***Public Benefit:**

The STEP's program will continue to offer services for people suffering from substance abuse disorder and in the interest of diverting them away from the criminal justice system.

***Metrics Available to Measure Performance:**

Court and/or Diversion Specialist will provide PCAO with the statistical information about program participants annually, no later than 30 days after the end of each fiscal year.

***Retroactive:**

No.

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To: COB 10-14-21(1)
Vers.: 1
Pgs.: 9

Contract / Award Information

Document Type: CT Department Code: PCA Contract Number (i.e., 15-123): 22*114
Commencement Date: 10/19/2021 Termination Date: 10/18/2022 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* 100,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Felony Diversion Funds

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

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

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

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

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

*Funding Source(s) required: _____

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

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

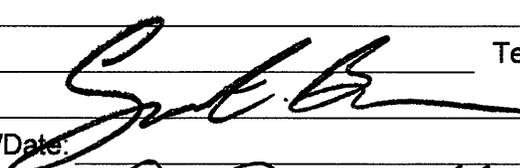
*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Deimos Thorne

Department: PCAO Civil Division - BTU Telephone: (520) 724-8274

Department Director Signature/Date:  10.13.21

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. Deibelberg 10/13/21

(Required for Board Agenda/Addendum Items)

**Intergovernmental Agreement between
Pima County Board of Supervisors
On Behalf of the Pima County Attorney's Office
And the Arizona Superior Court in Pima County
For STEPs Court Diversion Specialist**

Pursuant to A.R.S. § 11-952, this Intergovernmental Agreement (IGA) is entered into by and between the Pima County Board of Supervisors on behalf of the Pima County Attorney's Office ("County") and the Arizona Superior Court for Pima County ("Court") for the provision of funding for a Supportive Treatment and Engagement Programs ("STEPS") Court Diversion Specialist.

Recitals

- A. County and Court may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*
- B. In collaboration with the Arizona Superior Court in Pima County, Pima County Public Defense Services, Pima County Administration, and community-based service providers, the Pima County Attorney's Office ("PCAO") launched a new STEPs pre-indictment diversion (deferred prosecution) program in February 2021. In partnering with PCAO, the Court manages the day-to-day operations of the program by assigning a Judge and judicial staff, as well as Pretrial Services staff, to participate in operational management of STEPs.
- C. The STEPs Program addresses the treatment and community supervision needs of non-violent individuals arrested for felony drug possession, utilizing the National Association of Drug Court Professionals Best Practice Standards. STEPs also strives to address the needs of program participants for housing and other wraparound services.
- D. This early intervention approach identifies individuals arrested and booked into the Pima County Adult Detention Complex (PCADC) for felony drug possession and/or drug paraphernalia charges, who - with the authorization of the Pima County Attorney pursuant to A.R.S. § 11-361, *et seq.* - will be eligible for diversion from indictment and prosecution. Those deemed eligible who choose to participate will be screened for risk and needs and assigned to appropriate interventions addressing their individual needs provided by a Court approved community-based service agency - to include one of the following: residential drug treatment, intensive outpatient treatment, outpatient treatment, or education - as an alternative to felony indictment, prosecution, conviction and punishment.
- E. For successful program participants in STEPs, the Pima County Attorney's Office will never issue criminal charges nor seek indictment for the felony crimes on which program participants were arrested and booked into the PCADC.

- F. "Success" in STEPs is demonstrated by achieving required results through the assigned intervention within three months (with the possibility of one continuance) and meanwhile not being arrested for any new criminal offense. The assigned intervention will be either 30 days of active engagement and participation in the clinically determined and assigned level of treatment (residential, intensive outpatient, or outpatient); or attending the assigned education class presented by an approved provider and submitting a certificate of completion.
- G. The Court will employ a STEPs Diversion Specialist who will be responsible to support Pretrial Services administration, in its collaboration with the County Attorney's Office, to administer this pretrial diversion (deferred prosecution) program in conformity with A.R.S. § 11-362 and Adult Drug Court Best Practice Standards published by the National Association of Drug Court Professionals, including by assisting with the screening and management of individuals enrolled in the STEPs Diversion Program. The STEPs Diversion Specialist will help ensure participants in STEPs receive a triage screening immediately upon enrollment, and then are assigned to a clinician to receive a prompt clinical assessment and then referral to treatment services at the level determined to be clinically appropriate, or alternatively to educational programming. In addition, the STEPs Diversion Specialist will help ensure that participants are effectively connected to service providers for the purpose of obtaining any necessary treatment or education classes, as part of the program's requirements, and that participants receive wraparound recovery support services, including peer support, as needed.
- H. In Fiscal Year 2020/2021, the County Attorney's Office first provided STEPs funding in the amount of \$100,000 appropriated to it by the Arizona State Legislature via the Administrative Office of the Courts that may be used for felony diversion in Pima County pursuant to A.R.S. § 11-363.
- I. This IGA continues the partnership and commitment between the Court and PCAO to maintain the STEPs program.

NOW, THEREFORE, County and Court, pursuant to the above, and in consideration of the matters and things hereinafter set forth, mutually agree as follows:

Agreement

- 1. **Purpose.** The purpose of this IGA is to use felony diversion funds from the Pima County Attorney's Office to fund a STEPs Court Diversion Specialist ("Diversion Specialist") position with the Court and to fund wrap-around services for STEPs participants. The Diversion Specialist will be employed by Court in the Court's Pretrial Services Division.
- 2. **Responsibilities of Court and Diversion Specialist:**
 - a. Court will employ an experienced Diversion Specialist dedicated to serving the STEPs Program.

- b. Court and/or STEPs Diversion Specialist will make and keep detailed statistical information about STEPs program participants during the previous fiscal year, including:
 - i. The number of individuals enrolled in the STEPs Program;
 - ii. The number of new referrals to the STEPs Program;
 - iii. The number of program participants who successfully completed the STEPs Program;
 - iv. The number of unsuccessful terminations from the STEPs program;
 - v. The number of cases closed;
 - vi. The number of pending cases; and
 - vii. If available, the number of program participants who were enrolled in the STEPs Program during the previous fiscal year who were subsequently convicted of a new felony offense.
 - c. Court and/or Diversion Specialist will provide PCAO with the statistical information about program participants annually, no later than 30 days after the end of each fiscal year.
3. **Terms and Conditions of Funding.** PCAO agrees with the Court's Year-2 Budget Proposal (Exhibit A) and will provide \$100,000 to Court during Fiscal Year 2021-2022 to continuing funding of the Diversion Specialist. Payments will be made as follows:
- a. The sum of \$25,000 on November 15, 2021.
 - b. The sum of \$25,000 on December 15, 2021.
 - c. The sum of \$25,000 on March 15, 2022.
 - d. The final sum of \$25,000 on or before June 30, 2022.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of one year unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, tangible property donated or purchased for the STEPs Program will remain the property of the STEPs Program or the Court. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

6. **Return of Materials.** Upon termination of the STEPs Program, Court will promptly provide to the PCAO all documents containing data pertaining to items 2 (d) and (e) above, including names of participants, services provided to participants, and successful completion or unsuccessful termination of participants in the STEPs Program.
7. **Indemnification.** To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as 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 of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
8. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - a. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d. If required by law, workers' compensation coverage including employees' liability coverage.
 - e. Each party will provide 30 days written notice to the other party of cancellation, non-renewal or material change of coverage.
 - f. The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimum coverage levels set forth in this article.
9. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
10. **Non-Discrimination.** The parties 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 in the course of carrying out their duties under this IGA.

The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.

11. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
12. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
13. **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 herein by reference.
14. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason County or Court does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
15. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
16. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
17. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
18. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

19. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Court:

Vanessa Helms
Director of Specialty Court
Programs
Pima County Attorney's Office
32 N. Stone Avenue
Tucson, AZ 85701

Domingo Corona
Director, Pretrial Services Division
Arizona Superior Court in Pima County
150 W. Congress, 2nd Floor
Tucson, AZ 85701

With copies to:

Ronald Overholt
Court Administrator
Superior Court

Patricia Miller
Finance Director
Superior Court

Terrance Cheung
Director of Planning, Research and
Evaluation
Superior Court

20. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
21. **Copies and Counterparts.** The Parties may execute this IGA in multiple copies, each of which is an original, but all of which constitute one agreement after each Party has signed such a counterpart. Any executed counterpart may be delivered by facsimile, electronic mail, or other electronic means.

In Witness Thereof, the parties have affixed their signatures to this IGA on the date written below.

PIMA COUNTY:

PIMA COUNTY SUPERIOR COURT:

Hon. Sharon Bronson, Chair
Board of Supervisors



Hon. Jeffrey T. Bergin, Presiding Judge

Date

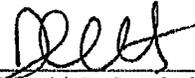
9/9/2021

Date

ATTEST

ATTEST

Clerk of the Board



Ronald G. Overholt, Court Administrator

Approval

The foregoing Intergovernmental Agreement between Pima County and Pima County Superior Court has been reviewed by the undersigned and is hereby approved as to content.



Laura Conover, Pima County Attorney
By Tamara Mulembo, Chief Deputy Pima County Attorney

Intergovernmental Agreement Determination

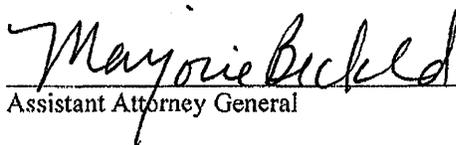
The foregoing Intergovernmental Agreement between Pima County and the Pima County Superior Court has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:



Deputy County Attorney

PIMA COUNTY SUPERIOR COURT



Assistant Attorney General

EXHIBIT A

Superior Court STEPS PCAO/IGA Budget			
Budget Worksheet		Program Year 2 Fiscal Year 2021 - 2022	
			Year 2 @ \$100K
Cost Category			
Personnel			
Drug Diversion Specialist	1 FTE	\$	60,000.00
Drug Diversion Specialist	Fringe	\$	32,000.00
Wrap-Around Expenses			
Wrap-around expense items for STEPs PP (Transportation, shelter, incentives, etc)			
Expense Items			
Equipment and Hardware			
Microsoft Licenses	Annual Subscription	\$	500.00
Cell Phone	Monthly Fee	\$	300.00
Printer	Monthly Maintenance	\$	500.00
Supplies			
Office Supplies	Office Supplies	\$	700.00
Stakeholder/Drug Court Diversion Specialist			
Training	Training and Collective Development	\$	6,000.00
Total			
		\$	100,000.00