

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No.:

Amendment No.:

Funding No.:

If new, Finance will assign a funding number.

Strategic Plan:

District:

Mandated by Law? Yes No

Number of Positions Funded:

Asset(s) Acquired:

Briefly describe the purpose of the grant.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year:

Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year:

Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Second Grantor: n/a

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature: Mark A. Suagee

Board Approval: _____ Date _____

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number: Public Defender Training Fund, FY15

Recommendation:

Approval of state grant public defender training funds per ARS 12-117 between the Arizona Supreme Court and Cochise County Public Defender in the amount of \$4,500 for the period of 7/1/2014-6/30/2015.

Background (Brief):

In 1989 the Arizona Legislature enacted ARS 12-117 Public defender training fund (PDTF) for the purpose of providing money to the Supreme Court to be distributed to county public defenders for training purposes. Each fiscal year since, the Cochise County Public Defender has been an eligible recipient of that funding per the Funding Agreement executed May 31, 2001 as a continuous agreement for the life of the PDTF.

Fiscal Impact & Funding Sources:

The public defender training fund is administered by the Arizona Supreme Court where funds collected pursuant to ARS 12-113, Judicial Collection Enhancement Fund, and ARS 12-116 Time Payment Fee, are distributed quarterly to each county public defender pursuant to ARS 12-117.

The net county subsidy is calculated as follows:

Training \$4,500

Net County Subsidy: \$4,500

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

If not approved the Public Defender will depend solely on the county general fund for funding for continuing legal education costs.

12-117. Public defender training fund; appropriation

A. The public defender training fund is established consisting of monies allocated to the fund pursuant to section 12-116. The supreme court shall administer the fund.

B. Each month the supreme court shall deposit in the fund the monies collected for the fund. All monies deposited in the fund are continuously appropriated to the supreme court for distribution to each county public defender as provided in subsection C of this section.

C. The allocation of monies collected shall be made to each county public defender office in proportion to the number of felony cases assigned to that office in the last fiscal year.

D. Monies received shall be used exclusively for the purpose of public defender training. Each public defender office receiving training fund monies shall submit to the supreme court an annual report of all financial receipts and expenditures from the training fund.



Supreme Court

STATE OF ARIZONA

ADMINISTRATIVE OFFICE OF THE COURTS

Thomas A. Zlaket
Chief Justice

David K. Byers
Administrative Director
of the Courts

May 22, 2001

Mr. Mark A. Suagee
Cochise County Public Defender
P.O. Box 1818
Bisbee, AZ 85603

RE: Public Defender Training Fund (PDTF)

Dear Mr. Suagee :

Your funding agreement terminates as of June 30, 2001. We have modified the funding agreement as a continuous funding agreement, therefore it will remain in effect through the life of the PDTF or as changed by mutual agreement. The Administrative Office of the Courts (AOC) is not obligated to provide funding for this program from any other source should funds not be provided through the PDTF.

Enclosed is the funding agreement which details the terms and conditions of the grant. By accepting PDTF funds, you agree to expend them in the manner prescribed in the funding agreement. Please sign the funding agreement. Keep a copy for your records and return the originals to our office. Quarterly disbursements can only be processed after receipt of the signed funding agreement.

Also enclosed is the annual status report form for fiscal year 01, which is due no later than August 15, 2001. This report is required by Administrative Order 92-4, Section IX. Reporting Requirements and auditing; and, in the Funding Agreement, Terms and Conditions, No. 5 Expenditures, b. Reporting Requirements.

To calculate the percentage of PDTF you will receive for fiscal year 2002, we need the number of felony cases assigned to your office between July 1, 2000 and June 30, 2001. Please remember that a juvenile matter involving a felony crime is not counted as a "felony case" for purposes of the PDTF. Please mail a letter as soon as you have the information.

If you have any questions, please call me at (602) 542-9453 or send an email to dmetrick@supreme.sp.state.az.us.

Sincerely,

A handwritten signature in cursive script that reads "Dennis Metrick".

Dennis Metrick
Program Manager

Enclosures

**Arizona Supreme Court
Administrative Office of the Courts**

FUNDING AGREEMENT FOR PUBLIC DEFENDER TRAINING FUND (PDTF)

On-Going Funding Agreement

Office of the Public Defender in Cochise County

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts, herein referred to as "AOC," and the Office of the Public Defender for Cochise County, herein referred to as "Public Defender," in accordance with A.R.S. §12-117.

RECITAL

Pursuant to A.R.S. §12-113, Judicial Collection Enhancement Fund; A.R.S. §12-116, Time Payment Fee; and A.R.S. §12-117, County Public Defender Training Fund, monies are provided through the state treasurer to the Supreme Court to provide county public defender training.

This Agreement establishes the terms and conditions for the allocation of Public Defender Training Fund (PDTF) monies to the Public Defender. The Public Defender agrees to expend its Public Defender Training Fund monies in accordance with the guidelines set forth in Administrative Order No. 92-4, attached hereto as Attachment A and made a part hereof.

TERMS AND CONDITIONS

1. Terms of Agreement

This Agreement becomes effective upon execution, and shall remain in effect through the life of the Public Defender Training Fund or unless changed by mutual agreement. This is an indefinite funding agreement per the life of the Public Defender Training Fund. The AOC is not obligated to provide funding for this program from any other source should funds not be provided through the Public Defender Training Fund.

2. Use of Funds

Public Defender agrees to abide by all provisions of the Public Defender Training Fund Agreement inclusive of the attachment.

3. Modification and Termination

a. The AOC may modify or terminate this Agreement if in the judgement of the Administrative Director there is cause for such action due to:

- (1) unavailability of funds;
- (2) statutory changes in the program;
- (3) Public Defender failure to implement or operate a public defender training

- (1) The Public Defender shall submit periodic financial and program reports, as requested by and on forms provided by the AOC, including:
 - (a) an annual financial report of all revenue and expenditures from the PDTF by August 15, following the close of each report fiscal year (June 30); or
 - (b) a closing report of all revenue and expenditures from the PDTF by the 20th business day following the termination date if this Agreement is terminated for any reason as defined in Section 3.
- (2) Reports must, at a minimum, contain:
 - (a) a financial account statement of carryover balance from previous FY of PDTF monies received, interest earned on PDTF monies, and PDTF expenditures and encumbrances for the report period, and PDTF funds remaining that were not spent;
 - (b) a narrative which describes training activities attended, hosted, and completed and a statistical report of program progress and accomplishments.
 - (c) an itemized inventory of equipment purchased with Public Defender Training Fund monies, including the date of purchase and the cost of each piece of equipment.

c. Unexpended Funds

- (1) Funds remaining unencumbered as of June 30th of each fiscal year, and funds not expended as of July 31st of each fiscal year, plus unexpended other income and interest accrued by PDTFs while in the possession of the Public Defender, will be carried over to the new fiscal year. The balance forward must be distinguished in the closing financial report (see b. Reporting Requirements above).
- (2) The balance forward under (1) above, must remain in the Public Defender Training Fund for expenditure during the next fiscal year in accordance with A.R.S. §12-117 and Administrative Order No. 92-4.

d. Inappropriate Expenditures

The Public Defender shall expend and/or encumber PDTF monies solely for the purposes and uses as set forth in Administrative Order No. 92-4, §VI., Fund Usage. However, should the Public Defender inadvertently or intentionally authorize or make an inappropriate and/or unauthorized expenditure from the PDTF, the Public

Defender shall reimburse the PDTF in an amount equal to the monies expended from the fund, or at the discretion of the Administrative Director, said sum may be withheld from future allocation(s).

Should this Agreement be terminated by the AOC or the Public Defender per Section 3, all funds not expended or encumbered, including other income and interest accrued on the funds while in the possession of the Public Defender, shall remain with the Public Defender and may be expended in accordance with A.R.S. §12-117 and Administrative Order No. 92-4 until exhausted. These funds shall constitute the total fund allocation for the current fiscal year as there will be no further allocations to the terminating Public Defender until such time as a new funding Agreement is executed between the AOC and the Public Defender. The closing report requirements set out under b. above must be followed in the event of any termination of this Agreement.

6. Inventory

The Public Defender retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Public Defender may use its existing inventory system but must at a minimum maintain the information required under Section 5.b.(2)(c) of this Agreement. Said inventory shall be used exclusively for the Public Defender Training Fund, unless written authorization to the contrary is obtained from the AOC.

7. Limitation on Expenditures

It is expressly agreed upon by the AOC and the Public Defender that funds distributed pursuant to this Agreement are to be expended to provide training services. It is further expressly agreed upon by the AOC and the Public Defender that funds distributed pursuant to this agreement are not to be expended for any indirect costs that may be incurred by the County for administering these funds. This includes, but is not limited to, cost for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the County to administer these funds.

8. Use and Disposition of Equipment

Equipment purchased with PDTF monies must be used exclusively to provide training as set out in A.R.S. §12-117 and Administrative Order 92-4. The Public Defender is responsible for any maintenance, loss or damage to the equipment, and the AOC makes no assurances regarding its repair or replacement. Equipment which is no longer needed or usable shall be surplus as required by local surplus property procedures. Prior approval for the disposition of equipment must be obtained from the AOC before any action is taken.

9. Non-Supplanting

The Public Defender agrees that Public Defender Training Fund monies will not be used to

supplant state and local funds that would otherwise have been available for public defender training.

10. Books and Records

- a. **Financial Records and Examination.** The Public Defender shall maintain, and shall require any subcontractors to maintain proper accounting records and documents consistent with Section 4., Fund Accounting, of this Agreement to account for all funds expended from this fund for public defender training.
- b. **Program Records and Evaluation.** As a condition of receipt of Public Defender Training Fund monies, the Public Defender agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation.
- c. **Record Access Authority.** Public Defender, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the authority to examine, audit, copy, and utilize all records maintained as required by this Agreement.
- d. **Site Visits.** The auditors specified under c. above and agents of the AOC are authorized to conduct site visits for purposes of Public Defender Training Fund compliance monitoring and evaluation.
- e. **Record Retention.** The Public Defender and subcontractors shall retain records, accounting documents, and other documentation relevant to this Agreement, including, but not limited to:
 - (1) personnel records (hours/week, title, salary and ERE)
 - (2) training expenses
 - (3) sponsorship and other expenses
 - (4) equipment and supplies
 - (5) seminar/conference training records and attendance expenses
 - (6) expenses for supplemental training sponsorship and other expenditures
 - (7) registration receipts
 - (8) supplemental training sponsorship (including all applicable program information)

These records shall be retained for at least five years after the conclusion of the current fiscal year or termination of this contract, or until the conclusion of any audit questions, contract disputes, or litigation, whichever is longer.

11. Performance and Liability

Except as otherwise provided by law, the AOC and the Public Defender shall act in their

respective governmental and official capacities and not as agent, employee, partner, joint venturer, nor associate of the other in this Agreement. The employees, agents, or subcontractors of one party will not be deemed or construed to be the employee, agent or subcontractor of the other. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

12. **Administrative Costs and Retained Funds**

By executing this Agreement, Public Defender expressly consents to the AOC utilizing the percentage of Public Defender Training Fund monies set forth in §VI. of Administrative Order No. 92-4 to offset the costs of administering this program.

**ARIZONA SUPREME COURT
Administrative Office of the Courts**

By *Michael Baumstark*
Michael Baumstark
Deputy Director

**Office of the Public Defender
Cochise County**

By *Mark A. Stagee*
Mark A. Stagee
Public Defender

Date *May 21, 2001*

Date *May 31, 2001*

Putnam, Delores

From: Medina, Jerri [jemedina@courts.az.gov]
Sent: Thursday, August 14, 2014 7:43 AM
To: Putnam, Delores
Subject: RE: Public Defender Training Fund, ARS 12-117

Hi Delores – See below in red for the answers, if you still have questions let me know. Jerri

Jerri Medina, Grant Specialist
602.452.3931 Fax: 602.452.3480
jemedina@courts.az.gov

If everyone takes responsibility for their responsibilities, you don't need a lot of rules & regulation. Irresponsibility always creates conflict - Andy Stanley

From: Putnam, Delores
Sent: Wednesday, August 06, 2014 4:13 PM
To: 'Medina, Jerri'
Subject: RE: Public Defender Training Fund, ARS 12-117

Hi Jerri. Our Finance Department is setting up “grants procedures” files. Please let me know if I have the following correct.

These funds are strictly state funds. They are not a portion of any federal funds. **Yes, this is correct (state funds only).**

~~Our funding agreement~~ is ARS 12-117 and ACJA 5-105 **are the state statutes and rules that govern the PDTF grants**

I have an old “funding agreement” that was signed back in 2001. It includes the following sentence, “We have modified the funding agreement as a continuous funding agreement, therefore it will remain in effect throughout the life of the PDTF or as changed by mutual agreement.” It was signed by Dennis Metrick and also references Administrative Order No. 92-4. Is that still relevant? Does ACJA 5-105 take the place of that agreement? I don’t recall ever receiving any other funding agreements. **Yes, the funding agreement you have is still valid. However, you are correct 5-105 has replaces 92-4, a modified funding agreement is not required.**

Thanks for your help.

*Delores Putnam
Administrative Analyst
Cochise County Public Defender Department
P.O. Box 1856
Bisbee, AZ 85603
520-432-8442*

From: Medina, Jerri [<mailto:jemedina@courts.az.gov>]
Sent: Thursday, July 17, 2014 11:51 AM
To: Putnam, Delores
Subject: RE: Copy of ACJA 5-105 E

ARIZONA CODE OF JUDICIAL ADMINISTRATION
Part 5: Court Operations
Chapter 1: Funding
Section 5-105: Public Defender Training

A. Definitions.

“Fiscal year” means the period of time from July 1 through June 30.

“Felony cases assigned” means those cases specifically assigned to the office of the public defender that were felonies at the time of filing. This does not include cases in process during the same period, which may have been assigned in a preceding time period. This also does not include juvenile cases, appeals, probation revocations, mental health cases or any other non-felony case types.

B. Purpose. Pursuant to A.R.S. § 12-117, the public defender training fund (PDTF) provides monies for the purpose of training county public defenders. The supreme court administers the fund. This section establishes requirements for the administration and distribution of the monies in the fund.

C. Administration.

1. The administrative director shall administer PDTF. The administrative director, or designee, may establish policies, procedures, forms and reports necessary to ensure compliance with these requirements.
2. The administrative director is authorized to use PDTF monies for fund administration. Administrative costs may include, but are not limited to, full or part-time staff, pool costs, operating expenses, publication of an annual report, equipment, training, travel and evaluation or audits.
3. The administrative director shall allocate and distribute monies to each office of the public defender, is authorized to inspect, audit or have audited records of any office of the public defender receiving program funds, and shall provide formats for necessary reporting to all offices of the public defender receiving funds.

D. Fund Allocation, Disbursement and Accounting.

1. Recipients. The administrative director shall allocate funds only to those offices of the public defender and additional offices for conflict cases that were created in accordance with A.R.S. § 11-581 and perform the duties outlined in A.R.S. § 11-585. Funds shall not be allocated to contract public defenders, court-appointed counsel or other defense counsel not appointed under the provisions of A.R.S. § 11-581.
2. Manner of Allocation. The administrative director shall allocate funds to each office of the public defender proportionally, based on the number of felony cases assigned to that office in the preceding fiscal year. Any public defender office operating for a period less than the full preceding fiscal year shall receive a pro-rated portion of the fund based on

the number of annualized cases. The administrative director will annually adjust the formula used for proportional allocation to accurately reflect the cases assigned to each office in the previous fiscal year.

3. Disbursement and Accounting. The administrative director shall disburse funds to individual county offices of the public defender on a quarterly basis in accordance with an annual funding agreement. Funds shall be deposited into a special revenue fund with the county treasurer. Interest collected on the funds shall be credited to the fund.
4. Public defender responsibilities. County offices of the public defender shall be responsible for handling all receiving, accounting, disbursement and expenditures in accordance with county financial policies. County policies relating to travel, per diem or other compensation or reimbursement standards shall apply to these funds.

E. Fund Usage.

1. All training supported by these funds must be directly related to the practice of criminal law, other duties assigned to the public defender by A.R.S. §11-584 or the enhancement of staff's ability to perform their roles and responsibilities as agents of the public defender. Funds may be used for nationally recognized training on specialty areas of law or activities relevant to more effective representation (i.e., evidentiary matters, forensic specialists, etc.).
2. Funds shall be used predominantly for public defender's attorney training, however funds may also be used for training of investigators, support staff and other office personnel when the training is relevant to the responsibilities of the office of the public defender and enhances a recipient's ability to effectively fulfill the responsibilities of the position.
3. Funds may be expended for salaries and related expenses for training and support personnel if the role and duties of the positions directly relate to the coordination of training activities for the office of the public defender.
4. Fund expenditures may include reasonable costs for travel, accommodations, break refreshments, meeting space, facilities and materials related to the training.
5. Fund expenditures for equipment and supplies shall be limited to those required to support specific training and shall not include standard office equipment, vehicles, general legal reference and library material not directly related to education and training.
6. Fund expenditures shall not include any non-training costs including social hours, hosted parties or entertainment expenses.
7. Fund expenditures shall not include general or advanced academic educational pursuits, including general college tuition, conferences, or seminars not related to the duties of the office of the public defender, professional dues or any non-training event.
8. Limits on expenditures. The office of the public defender shall not expend funds beyond the following limits:

- a. Payments for seminar and conference attendance requiring travel shall not exceed \$4,000 per person per event, including all registration fees, travel, per diem and direct expenses per attendee. Seminar and conference attendance requiring travel shall not exceed \$6,000 per person per annual fiscal year.
 - b. Funding for sponsored and hosted seminars and conferences shall not exceed \$10,000 in total costs per event for a local seminar or conference. Payments or honorariums shall not exceed \$500 for local faculty or \$3,000 for out-of-state faculty, including expenses.
9. The administrative director may waive these limits for exceptional circumstances requiring increased funding. Exceptions must be approved in writing at least two weeks prior to the scheduled training.

F. Training and Supplemental Training Provisions.

1. Local seminars and conferences shall be sponsored pursuant to Regulation 104, Regulations for Mandatory Continuing Legal Education, as adopted by the Board of Governors of the State Bar of Arizona.
2. Seminars and conference attendance requiring travel shall be limited to travel in the 48 contiguous states, include authorization for travel and attendance by the public defender and designated county official and specifically relate to the duties of the public defender.
3. Sponsored and hosted seminars and conferences shall be provided at no cost for public defender staff, may include reasonable costs for accommodations, break refreshments, meeting space, facilities and materials per contractual agreement, and shall not include any non-training costs including social hours, hosted parties or entertainment expenses. Prosecutors and judges may attend without cost if a reciprocal training agreement is executed for training that is or will be available. Private attorneys and other interested persons shall be required to pay a reasonable, but no less than proportionate, cost for attendance at PDTF seminars and training events.
4. Supplemental Training Sponsorship Requirements.
 - a. Each office receiving training fund monies shall sponsor or co-sponsor relevant, regional training seminars at a nominally proportional fee to all appointed criminal counsel in Arizona.
 - b. Six formal training seminars shall be sponsored and presented annually, as follows:
 - (1) The Maricopa County Public Defender's Office shall sponsor at least four sessions. The administrative director may designate other recipients.
 - (2) The offices in Yuma, Cochise, Pinal and Pima counties that receive funds shall co-sponsor at least one session. The administrative director may designate other recipients.

- (3) The offices in Yavapai, Coconino, La Paz, Mohave and Navajo counties that receive funds shall co-sponsor at least one session. The administrative director may designate other recipients.
- (4) The offices may satisfy the requirements of subsection (F)(4)(b)(2) and (F)(4)(b)(3) and one of the required sessions in subsection (F)(4)(b)(1) by co-sponsoring one statewide seminar that offers no fewer than twelve hours of continuing legal education.
- (5) At least one session shall include a component expressly related to current developments in capital representation.

G. Reporting Requirements.

1. Each office of the public defender that has received funds during the preceding year shall file an annual report with the administrative office no later than August 15th listing the training activities resulting from the expenditure of PDTF monies during the previous fiscal year. The report shall be provided in a format approved by the administrative director and shall include documentation of all financial receipts and expenditures from the training fund as required by law.
2. Each office of the public defender that has received funds shall retain all records and receipts for revenues and expenditures for a period of five years following the end of the fiscal year to which the records and receipts pertain.

H. Compliance. The administrative director may impose additional requirements and withhold future PDTF allocations to achieve compliance with funding agreements related to this fund.

Adopted by Administrative Order 2006-95, effective November 1, 2006.