

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Patricia G. Munoz

Date Prepared: Jul 29, 2014

Point of Contact: Patricia G. Munoz

Phone Number: 5204328815

Department: Adult Probation

PRIMARY GRANT

Primary Grantor: Arizona Supreme Court Administrative Office of the Courts

CFDA: www.CFDA.gov

Grant Title: Drug, Gang and Violent Crime Control Program

Grant Term From: Jul 1, 2014

To: Jun 30, 2015

Total Award Amount: 24,469

New Grant: Yes No

Grant No.:

Amendment No.:

Funding No.: 160

If new, Finance will assign a funding number.

Strategic Plan: Public Safety

District:

Mandated by Law? Yes No

Number of Positions Funded: .55

Asset(s) Acquired:

Briefly describe the purpose of the grant.

Funding for .55 presentence positions to prepare reports for drug-related offenses.

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

Per A.R.S. 41-2402, the grant provides critical funding to support different areas. Arizona prioritizes the use of funds to support apprehension efforts, prosecution, drug adjudication and sentencings.

Second Grantor:

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 reversion 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: Patricia S. Myers

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

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

**FUNDING AGREEMENT FOR
DRUG, GANG AND VIOLENT CRIME CONTROL PROGRAM GRANT**

**COCHISE COUNTY SUPERIOR COURT
ADULT PROBATION DEPARTMENT
Cycle 28**

**Fiscal Year 2015
July 1, 2014 – June 30, 2015**

This Agreement is entered into by and between the Administrative Office of the Courts, herein referred to as the "AOC," on behalf of the Arizona Supreme Court, and Cochise County Superior Court, herein referred to as "Grantee," in accordance with A.R.S. §41-2405(B)(6).

RECITAL

Pursuant to A.R.S. §41-2405(B)(6), Drug, Gang and Violent Crime Control monies, through the Arizona Criminal Justice Commission's Grant, are provided to the Grantee to enhance the ability of the courts to provide services to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate and treat drug, gang and related violent offenders. Grant funds shall only be expended on adult offenders.

This Agreement with the attached Addenda and Exhibits establish the terms and conditions for the allocation of ACJC grant monies to the Grantee. The Addendum A is attached as Exhibit A and Performance Measures are attached as Exhibit B. The 2015 ACJC Grant Agreement is attached as Exhibit C. The Grantee agrees to expend \$24,469.00 grant monies in accordance with the budget set forth in the Addendum A for purposes of implementing the plan approved by the Supreme Court and the Arizona Criminal Justice Commission.

TERMS AND CONDITIONS

1. Terms of Agreement

This Agreement becomes effective on July 1, 2014, and shall remain in effect through June 30, 2015.

2. Arizona Criminal Justice Commission (ACJC) Grant Agreement

The Grantee agrees to abide by all provisions of the ACJC Drug, Gang and Violent Crime Control Program agreement, attached is Exhibit C.

3. Modification and Termination

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) the Grantee's failure to implement or operate the approved plan; (d) the Grantee's non-compliance with this Agreement, A.R.S. §41-2405(B)(6), or the Arizona Criminal Justice Commission Grant Agreement; (e) requisite reports are not received within the time frames set out in Section 5 of this Agreement;

(f) established performance measures are not achieved (Exhibit B, attached and incorporated herein); or, (g) other circumstances that necessitate such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this Agreement.

Any modifications to the Plan, Addenda, or Funding Agreements must be approved in writing by the AOC.

4. Fund Accounting

Funds distributed to the Grantee shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III(B) of the Auditor General's Uniform Accounting Manual for Arizona Counties.

5. Expenditures

a. Distribution of Funds.

The AOC may retain all or any portion of the funds allocated to the Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of the Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of the Grantee and to be disbursed to the Grantee are set forth in Addendum A to this Agreement. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of the Grantee's need for and usage of the grant funds.

b. Reporting Requirements.

The Grantee agrees to submit periodic financial and performance reports as required by the AOC. The Grantee shall submit quarterly performance and financial status reports in accordance with the following schedule:

| Quarter | Report Period | Due Date |
|-----------------------|--------------------------------------|------------------|
| 1 st | July 1, 2014 to September 30, 2014 | October 10, 2014 |
| 2 nd | October 1, 2014 to December 31, 2014 | January 9, 2015 |
| 3 rd | January 1, 2015 to March 31, 2015 | April 10, 2015 |
| 4 th | April 1, 2014 to June 30, 2015 | July 10, 2015 |
| Closing Report | July 1, 2014 to June 30, 2015 | August 7, 2015 |

In the event reports are not received on or before prescribed dates, funding will be suspended until such time as delinquent reports are received.

c. Unexpended Funds.

Funds unencumbered as of June 30, 2015, and unexpended, shall be transmitted to the AOC no later than August 15, 2015. The Grantee agrees to expend all encumbered funds within sixty (60) days of expiration of this grant, and all goods and/or services must be received by the Grantee within sixty (60) days expiration of this grant. The reversion shall be accompanied by a closing financial statement signed by the Presiding Superior Court Judge.

d. Inappropriate Expenditures.

The Grantee shall expend funds only for the purposes and uses specified in the approved plan and budget. The Grantee agrees to reimburse the Grant for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget, this Agreement, and A.R.S. §41-2405(B)(6).

e. Budget Modifications.

Funds shall not be shifted to or from any budget category without prior written approval from the AOC. All budget modifications shall be in accordance with the AOC Budget Modification Policy and the ACJC Drug, Gang and Violent Crime Control Grant award and Agreement.

f. Termination of Funding.

In the event that this Agreement is terminated, all unexpended funds in the possession of the Grantee shall be returned to the AOC within thirty (30) days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchases with grant monies. If termination is due to failure of the Grantee to comply with this agreement, the AOC may require return of equipment and supplies purchases with grant funds.

6. Limitation on Expenditures

It is expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this Agreement are to be expended to provide direct services in accordance with the approved Plan, the requisite Addenda to the Plan and Funding Agreement. It is further expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this Agreement are not to be expended for any indirect costs that may be incurred by the Grantee 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 Grantee to administer these funds.

7. Use, Loss and Disposition of Equipment

Equipment is a restricted category. Express written approval from ACJC and the AOC is required for the purchase of equipment. Equipment must be used as required in the approved Plan for at least five (5) years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. The Grantee 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 this Agreement. If no such requirements are included in this Agreement, then local surplus property procedures may be utilized. Prior approval for the disposition of equipment must be obtained from the AOC before any action is to be taken.

8. Non-Supplanting

The Grantee agrees that grant monies will not be used to supplant state and local funds that would otherwise have been available to provide services to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate and treat drug, gang and related violent offenders.

9. Books and Records

a. Financial Records and Examination.

The Grantee shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records, and other documents relevant to this Agreement shall be retained by the Grantee and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Grantee, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC

shall have full access to, and the right to examine, audit, copy, and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation.

As a condition of receipt of grant monies, the Grantee agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Grantee and its subcontractors for a period of five (5) years. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials. The Grantee further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

10. Performance and Liability

Except as otherwise provided by law, in the performance of this Agreement and the Grantee's approved plan, both parties will act in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

11. Insurance Requirements

If contractors are used to provide services under this Funding Agreement, contractors shall comply with all insurance requirements as set forth in Exhibit A of the Arizona Criminal Justice Commission Grant Agreement, Insurance Requirements attached as Exhibit C.

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE
COURTS**

**COCHISE COUNTY
SUPERIOR COURT**

By: **Mike Baumstark**
Mike Baumstark, Deputy Director

Digitally signed by Mike Baumstark
DN: cn=Mike Baumstark, o=Supreme Court, ou=Executive Office, email=mbaumstark@courts.az.gov, c=US
Date: 2014.07.08 09:34:10 -07'00'

By: **James L. Conlogue**
Presiding Superior Court Judge

Digitally signed by James L. Conlogue
DN: cn=James L. Conlogue, o=Superior Court, ou=Cochise County, email=jconlogu@courts.az.gov, c=US
Date: 2014.07.15 08:29:37 -07'00'

Date: _____

ADDENDUM A
DRUG ENFORCEMENT ACCOUNT
COCHISE COUNTY PROBATION
FY 2015

Addendum date: July 1, 2014

Note: This addendum supersedes all previously dated addendums.

APPROVED FTE'S

| | | | |
|------------------------------|-----------------|--------------------------|-------------|
| TOTAL AMOUNT AWARDED: | \$24,469 | Personnel PO/SO | 0.00 |
| | | Personnel - Other | <u>0.55</u> |
| | | Total | 0.55 |

| BUDGET CATEGORY | APPROVED BUDGET |
|-------------------------------------|------------------|
| A. Personnel - Case Carrying PO/SO | \$ - |
| B. Personnel - Other | \$ 17,834 |
| C. PO/SO ERE | \$ - |
| D. Other ERE | \$ 6,635 |
| E. Overtime | \$ - |
| F. Contract Services | \$ - |
| G. Operating Expenses | \$ - |
| H. Equipment (Restricted Category) | \$ - |
| TOTAL AMOUNT TO BE DISBURSED | \$ 24,469 |

SCHEDULED DISBURSEMENTS:

| 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr |
|---------|---------|---------|---------|
| \$6,117 | \$6,117 | \$6,118 | \$6,117 |

GRANT MATCH AMOUNTS

| | |
|---------------------------|-----------------|
| Personnel - Other | \$ 4,267 |
| ERE | \$ 3,890 |
| Operating Expenses | \$ - |
| TOTAL MATCH AMOUNT | \$ 8,157 |

Signed: **Kathy Waters**
Digitally signed by Kathy Waters
 DN: cn=Kathy Waters, o=Arizona Supreme Court, ou=Adult Probation Services Division, email=kwaters@courts.az.gov, c=US
 Date: 2014.07.08 17:15:16 -07'00'

Director, Adult Probation Services Division, AOC

Signed: **James L. Conlogue**
Digitally signed by James L. Conlogue
 DN: cn=James L. Conlogue, o=Superior Court, ou=Cochise County, email=jconlogu@courts.az.gov, c=US
 Date: 2014.07.15 08:28:37 -07'00'

Presiding Superior Court Judge

_____ Date

Finance Office Receipt: _____

_____ Date