

Arizona Supreme Court, Administrative Office of the Courts

**FUNDING AGREEMENT for
THE ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM (DGVCCP) GRANT**

Cochise County Superior Court Adult Probation Department

**Fiscal Year 2019, Cycle 32
July 1, 2018–June 30, 2019**

This Agreement is entered by and between the Administrative Office of the Courts, herein referred to as the “AOC,” on behalf of the Arizona Supreme Court and the 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 funds, through the Arizona Criminal Justice Commission (ACJC) 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, the Addendum A, and attachments establish the terms and conditions for the allocation of ACJC grant funds to the Grantee. The Grantee agrees to expend grant funds in accordance with the budget set forth in the Addendum A for purposes of implementing the plan approved by the AOC and ACJC.

TERMS AND CONDITIONS

1. Terms of Agreement

This agreement becomes effective on July 1, 2018 and shall remain in effect through June 30, 2019.

2. ACJC Grant Agreement

The Grantee agrees to abide by all provisions of the DGVCCP agreement.

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 ACJC grant agreement, (e) requisite reports are not received within the timeframes set in Section 5 of this agreement, (f) established performance measures are not achieved, and/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, addendum A, or funding agreement 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 as stated in 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. The AOC may periodically modify the distribution of funds contained in the Addendum A based on its determination of the Grantee's need for and usage of 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, 2018 to September 30, 2018	October 16, 2018
2 nd	October 1, 2018 to December 31, 2018	January 16, 2019
3 rd	January 1, 2019 to March 31, 2019	April 16, 2019
4 th	April 1, 2019 to June 30, 2019	July 16, 2019
Closing Report		August 5, 2019

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

c. Unexpended Funds

Funds unexpended as of June 30, 2019 shall be reverted to the AOC no later than August 5, 2019. 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. Any reverted funds shall be submitted with 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 AOC 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 moved 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 DGVCCP grant award and agreement.

f. Termination of Funding

If this agreement is terminated prior to June 30, 2019, 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: a closing financial statement.

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 Addendum A, and the 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 placed in 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 taken.

8. Non-Supplanting

The Grantee agrees that grant funds 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 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 no less than five (5) years from the last financial report submitted to the AOC, 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 and the right to: examine, audit, copy, and make use of 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 funds, 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 no less than five (5) years from the last financial report submitted to the AOC, or until after the resolution of any audit questions or contract disputes, whichever is longer. Authorized agents of the AOC shall have full access and the right to: examine, copy, and make use of all said materials. The Grantee further agrees that authorized agents of the AOC shall have the right to conduct onsite 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.

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 the DGVCCP grant agreement insurance requirements.

**COCHISE COUNTY
SUPERIOR COURT**

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

By: _____
Presiding Superior Court Judge

By: _____
Mike Baumstark, Deputy Director

Date: _____