

Arizona Supreme Court
Administrative Office of Public Defenders

**FUNDING AGREEMENT FOR
PUBLIC DEFENDER TRAINING FUND (PDTF)**

**Cochise County Legal Defender
Fiscal Year 2022**

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

RECITAL

Pursuant to A.R.S. § 12-113(A)(1), Judicial Collection Enhancement Fund; 12-116, Time Payment Fee; and 12-117, County Public Defender Training Fund, monies are provided through the state treasurer to the Supreme Court to provide county public defender training.

The purpose of this Agreement is to provide funding for Public Defender training in Fiscal Year 2022 Cochise County Legal Defender agrees that it will expend Public Defender Training Fund ("PDTF") monies in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2021 and shall remain in effect through June 30, 2022.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding available; (b) statutory changes in the program; or (c) Public Defender's non-compliance with this Agreement, Arizona Code of Judicial Administration § 5-105, A.R.S. § 12-117, or other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than thirty (30) days prior to the closing date of the grant.

3. FUND ACCOUNTING

Funds distributed to Public Defender shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III-2 of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Public Defender shall accrue to the fund for use by the Public Defender in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

4. EXPENDITURES

a. Distribution of Funds.

- 1) The PDTF monies will be disbursed quarterly pursuant to the proportion requirements set forth in A.R.S. § 12-117(C). Quarterly disbursements will be made within sixty (60) days of the close of each quarter.

- 2) The AOC may retain all or any portion of the funds allocated to the Public Defender should the Public Defender be in violation of any of the terms of this funding Agreement.

b. Reporting Requirements. The Public Defender shall submit an annual report using the AOC approved reporting templates no later than forty-five (45) days after fiscal year end, in accordance with Arizona Code of Judicial Administration § 5-105.

c. Unexpended Funds. Funds unencumbered and unexpended thirty (30) days after fiscal year end, plus all unexpended interest accrued on such funds while in the possession of the Public Defender, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

d. Inappropriate Expenditures. The Public Defender shall expend funds only for the purposes and uses specified within Arizona Code of Judicial Administration § 5-105. Public Defender agrees to reimburse the Public Defender Training Fund for any unauthorized or inappropriate expenditures which are not in compliance with this Agreement. The Public Defender Training Fund shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with PDTF monies shall be used solely for PDTF training purposes.

e. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Public Defender 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 purchased with Public Defender Training Funds. If termination is due to failure of the Public Defender to comply with this agreement, the AOC may require return of equipment and supplies purchased with Public Defender Training Funds.

5. BOOKS AND RECORDS

a. Financial Records and Examination. The Public Defender 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 Court 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. Court, 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. The AOC plans to monitor and evaluate the Public Defender Training Fund Program to determine its effectiveness. As a condition of receipt of Public Defender Training Funds, 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. All records and documents relevant to this Agreement shall be retained by the Public Defender and its subcontractors for a period of five (5) years after the final payment has been made. 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 Public Defender 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.

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

The Public Defender shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

7. 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 by AOC policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06A for guidance. Public Defender retains ownership of equipment purchased with funds received pursuant to this funding agreement.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. 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 placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Appendix A.

9. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, 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 the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

By 
Ms. Sara L. Dent
Cochise County Legal Defender

ARIZONA SUPREME COURT

Mike Baumstark Digitally signed by Mike Baumstark
By _____ Date: 2021.07.13 09:10:35 -07'00'
Mike Baumstark, Deputy Director
Administrative Office of Courts

APPENDIX A

ARIZONA COURTS INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital fixed asset means any fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years. These fixed assets will also be recorded and tracked in the State Accounting System (USAS).

Non-capital equipment means any fixed asset with a purchase price of \$2,000 to \$4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city or school district; and with other state agencies with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over \$2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU/LGU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU/LGU owns the equipment. The JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU/LGU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU/LGU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU/LGU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

All JDU/LGU's shall conduct an annual physical inventory of fixed assets in a manner prescribed by the AOC Financial Office. The Information Technology Division shall conduct an annual physical inventory of all computer equipment. The AOC Financial Office will submit an annual inventory report to the Department of Administration, General Accounting Office.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment which is no longer needed or usable shall be placed in surplus in accordance with the following:
For equipment for which title was granted to the JDU/LGU, the JDU/LGU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

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.