

FUNDING AGREEMENT FOR COURT SECURITY IMPROVEMENTS – PANDEMIC RELATED ITEMS

Cochise County Superior Court
210200P011

Fiscal Years 2020/2021

This Agreement is entered into by and between the Arizona Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Superior Court, herein referred to as "the Court," in accordance with A.O. 2017-15 which is incorporated herein by reference.

RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Court Security Improvement (CSI) funds for Fiscal Year 2020/2021, as set forth in Addenda A and B which are part of this Agreement.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on May 1, 2020 and shall remain in effect through August 31, 2020

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) funding availability; (b) statutory changes in the program; (c) the Court's failure to implement or operate the approved plan; (d) the Court's noncompliance with this Agreement; or (e) 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 the Court 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. Any interest earned on these monies while in the possession of the Court shall accrue to the fund for use by the Court in accordance with its approved plan.

4. EXPENDITURES

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

b. Reporting Requirements. The Court shall submit a progress report to the AOC no later than forty-five days after the end of the grant period and include a financial report along with any unexpended funds and interest in accordance with paragraph 4.c of this funding agreement.

c. Unexpended Funds. Funds unencumbered as of May 1, 2020 and unexpended as of October 31, 2020, plus all unexpended interest accrued on such funds while in the possession of the Court, shall be transmitted to the AOC for reversion to the Court Security Improvement Fund no later than November 15, 2020. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge.

d. Inappropriate Expenditures. The Court shall expend funds only for the purposes and uses specified in the approved plan and budget. The Court agrees to reimburse the Court Security Improvement Fund for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement.

Court Security Improvement Funds 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 Court Security Improvement Funds shall be used solely for purposes in the approved plan unless written permission is received from the AOC.

e. Budget Modifications. The Court shall not shift funds from, to, or within budgeted categories without prior written authorization from the AOC. All budget modifications shall be in accordance with the current version of Section 5.03, AOC's Policies and Procedures Manual, entitled Budget Control, Budget Modification Policy, a copy of which can be obtained upon request.

f. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Court shall be returned to the AOC within 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 Court Security Improvement Funds.

If termination is due to failure of the Court to comply with the approved plan, the AOC may require return of equipment and supplies purchased with Court Security Improvement Funds.

5. BOOKS AND RECORDS

a. Financial Records and Examination. The Court 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 Court Security Improvement Fund Program to determine its effectiveness. As a condition of receipt of Court Security Improvement Funds, the Court 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 Court 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 Court 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 Court 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 Court retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Court may use its existing inventory system but must at a minimum maintain the information required by Supreme Court policies and procedures. See AOC’s Policies and Procedures Manual, Section 5.06 for guidance.

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 Supreme Court. After this time, the equipment may be transferred upon approval of the presiding judge. The Court is responsible for any maintenance, loss or damage to the equipment and the Supreme Court 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 Attachment C.

9. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of this Agreement and the Court's approved plan 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.

Cochise County Superior Court

By _____
Honorable James L. Conlogue, Presiding Judge
Superior Court in Cochise County

ARIZONA SUPREME COURT

By _____
Marcus W. Reinkensmeyer, Director, Court Service Division
Administrative Office of the Courts

ADDENDUM A

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
COURT SECURITY IMPROVEMENTS

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: June 2, 2020

BEGIN DATE: May 1, 2020

END DATE: August 31, 2020

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

Facilities Improvements \$3,850.00

TOTAL FUNDS: \$3,850.00

AMOUNT FROM OTHER FUNDING:

\$0.00

TOTAL: \$0.00

AMOUNT TO BE DISBURSED TO COURT*:

\$3,850.00

TOTAL AMOUNT APPROVED FOR DISBURSEMENT: \$3,850.00

* Since the AOC cannot guarantee how much revenue will be generated for fiscal years 2020 and 2021, any shortfall will be the financial responsibility of the court. In the event that Court Security Improvement funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.

Signed:

Date:

Marcus Reinkensmeyer, Director, Court Services Division,
Administrative Office of the Courts

Signed:

Date:

Honorable James L. Conlogue, Presiding Judge
Superior Court in Cochise County

ADDENDUM B

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
COURT SECURITY IMPROVEMENTS**

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: June 2, 2020

BEGIN DATE: May 1, 2020

END DATE: August 31, 2020

NOTE: This addendum supersedes all previously dated addenda.

EQUIPMENT EXPENSES:

<u>Item:</u>	<u>Cost</u>
	\$0.00

Subtotal Equipment Expenses:	\$0.00
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FACILITIES IMPROVEMENTS:

<u>Item:</u>	<u>Cost</u>
Plexiglass Barriers	\$3,850.00

Subtotal Facilities Improvements Expenses:	\$3,850.00
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TOTAL FY20/21 BUDGET – Pandemic Related Items:	\$3,850.00
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ATTACHMENT C
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 equipment means any piece of property or a fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years.

Noncapital equipment means any piece of property or a 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 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 purchases the equipment, a funding agreement will be signed that clearly delineates the JDU owns the equipment. The JDU 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 will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU 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 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 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 non-capital 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
- Account 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

The JDU shall conduct a physical inventory of equipment annually. The report of the physical inventory shall be maintained and available for review and audit upon request by the AOC.

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, the JDU 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.