

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

**FUNDING AGREEMENT
Cochise County**

Fiscal Year 2023

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts (“AOC”), and the Superior Court in Cochise County (“Grantee”).

1. TERM

This Agreement becomes effective on July 1, 2022 and shall remain in effect through June 30, 2023.

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; (b) statutory changes in the program; (c) Grantee’s failure to implement or operate the approved plan; (d) Grantee’s noncompliance with this Agreement or other program requirements; or (e) other circumstances necessitating such action. Either party may terminate this Agreement upon thirty (30) days written notice to the other party by certified mail.

3. FUNDING RATIO

a. Funding will be provided on a ratio of 1 county coordinator for 40 active volunteers, 1 county support staff for no less than 2 FTE county coordinator positions, and 1 Supervisor for every 10 county coordinators. The coordinator ratio shall be pro-rated for all FTEs lower than one. Distances and multiple offices in a county, or extenuating circumstances, may be considered for exceptions to this ratio. The total county coordinator FTE shall not exceed 1.0 until the 40 volunteers to 1 county coordinator position ratio is met.

For funding purposes, the number of volunteers who are active but not appointed to a case, shall not exceed 10% of the total number of active volunteers.

b. The county Program Manager is responsible for direct reporting of 15 staff (10 county coordinators, 5 county support staff, and 400 volunteers) and shall not be held to the county coordinator to volunteer ratio.

c. The county program shall notify the state CASA manager within 15 days of any county vacancy. The county program shall seek the written approval of the state office prior to filling any state-funded vacancy. The state office shall consider the current state of the CASA budget prior to approving the filling of the vacancy. Should the budget allow, the state office shall base the approval on compliance with the funding ratios established in 3(a) of this Funding Agreement.

4. FUND ACCOUNTING

The county shall ensure that funds distributed by the AOC to Grantee shall be deposited in a Special Revenue Fund established for the execution of this Agreement. Any interest earned on these monies while in the possession of Grantee shall accrue to the fund for use by Grantee in accordance with its approved plan. Funds disbursed to Grantee for reimbursement of approved expenses do not have to be deposited into a Special Revenue account.

5. EXPENDITURES

- a. **Distribution of Funds.** The AOC may retain all or any portion of the funds allocated to Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of Grantee and to be disbursed to the Grantee are set forth in Addendum A of this Agreement. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of Grantee's need for and usage of the funds.
- b. **Reimbursement.** Grantee shall reimburse volunteers for per diem and mileage costs for attending the mandatory Pre-Service Training, to the extent funds are available and according to state travel policies. The county coordinator may authorize reimbursement for volunteer training and extraordinary travel expenditures if funds are available, and according to state travel policies.
- c. **Reporting Requirements.** Grantee shall regularly submit, to the AOC, quarterly statistical reports and financial statements in addition to semi-annual narrative progress reports per the timeline chart below. In addition, a closing financial report which includes any unexpended funds and interest in accordance with paragraph 4 of this Agreement and an inventory report with serial numbers of all equipment and office furnishing purchased with grant funds are also due in accordance with the timeline chart below. If a due date falls on a weekend or holiday, the report is due by 5:00 pm the next business day.

Due Date	Report Due
October 15, 2022	Statistical Report
October 30, 2022	Financial Statement
January 15, 2023	Statistical Report
January 15, 2023	Narrative Progress Report
January 30, 2023	Financial Statement
April 15, 2023	Statistical Report
April 30, 2023	Financial Statement
July 15, 2023	Statistical Report
July 15, 2023	Narrative Progress Report
August 31, 2023	Closing Financial Report
August 31, 2023	Inventory Report
September 1, 2023	Revertment, as applicable

- d. **Unexpended Funds.** Funds unencumbered as of June 30, 2023 and unexpended as of July 31, 2023 plus all unexpended interest accrued on such funds while in the possession of Grantee, shall be transmitted to the AOC for reversion no later than September 1, 2023. A carry forward of unexpended funds into fiscal year 2024 will be considered with a written request approved by the AOC. The written request must include a detailed itemized list, including dollar amount, of how the funds are going to be expended. If funds are going to be reverted the reversion shall be accompanied by a closing financial statement signed by the Presiding Judge or appropriate Division/Department head if this Agreement is between the AOC and an organization other than an Arizona court.
- e. **Inappropriate Expenditures.** Grantee shall expend funds only for the purposes and uses specified in the approved plan and budget. Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement. 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 AOC funds shall be used solely for purposes in the approved plan unless written permission is received from the AOC.
- f. **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's Budget Modification Policy.
- g. **Termination of Funding.** If this Agreement is terminated prior to June 30, 2023 all unexpended funds in the possession of Grantee 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 grant funds. If termination is due to failure of Grantee to comply with the approved plan, the AOC may require return of equipment and supplies purchased with grant funds.

6. BOOKS AND RECORDS

- a. **Financial Records and Examination.** 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 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. AOC, 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 may monitor and evaluate the local plan to determine its effectiveness. As a condition of receipt of grant funds, Grantee agrees to maintain and provide to the AOC such data and statistics as may be required for purposes of evaluation. 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.

7. INVENTORY

Equipment purchased with funds received pursuant to this Agreement shall become the property of Grantee, and Grantee shall maintain written inventory and property control policies and procedures covering the equipment. Grantee may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for five years unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. 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 held in surplus as required by this Agreement. If no such requirements are included in the Agreement, then local surplus property procedures may be utilized.

9. SANCTIONS

In addition to any other remedy available pursuant to this Agreement, Grantee may be placed in financial sanction status for deficiencies including but not limited to, delinquent submissions, delinquent reports, inaccurate reporting of statistics, inadequate records, expenditures outside of the approved budget, and noncompliance with the approved plan for this or any other grant. During the period of sanction status, the AOC may take any appropriate action including:

- a. Written warning with request for immediate compliance.
- b. Withholding all or any portion of future program funds or equipment disbursements.
- c. Withholding all disbursements from all program funds.
- d. Requiring monthly submission of expenses prior to disbursement.
- e. Requiring monthly submission of expenses for reimbursement of actual costs incurred.
- f. Recovery of funds or equipment already disbursed.


To receive reimbursement while in sanction status, Grantee shall submit a monthly request to the AOC detailing expenses in funding categories as delineated on Addendum A. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction status.

10. PERFORMANCE LIABILITY

Except as otherwise provided by law, in the performance of this Agreement and Grantee's approved plan both parties hereto are acting 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 is solely responsible for the actions of its employees under this Agreement.

**JUVENILE COURT IN
Cochise County**

By 
Terry Bannon
Juvenile
Presiding Judge

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

By

Marcus Reinkensmeyer	Digitally signed by Marcus Reinkensmeyer Date: 2022.07.05 10:15:13 -07'00'
----------------------	---

Marcus Reinkensmeyer
Deputy Administrative Director