

Arizona Supreme Court
Administrative Office of the Courts

**FUNDING AGREEMENT FOR
AMERICAN RESCUE PLAN ACT FOR REDUCTION OF CASE BACKLOGS**

220200CB01 - Amended

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

Recital

Federal funding has been approved through the American Rescue Plan Act (ARPA) with CFDA #21.027. The purpose of this Agreement is to provide funding to Grantee to implement its approved plan for use of ARPA funds, as set forth in Addenda A and B which are part of this Agreement. In the implementation of its approved plan and use of ARPA funds, Grantee agrees that funds will not be diverted for use on projects not intended to facilitate reducing the backlog of cases.

Terms and Conditions

1. **Term.** This Agreement becomes effective on **4/1/2022** and shall remain in effect through **6/30/2024**.

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) Grantee's failure to implement or operate the approved plan; (d) Grantee's non-compliance with this Agreement or other program requirements; 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.

3. **Expenditures.**

a. **Authorized Expenditures.** Reimbursement shall be made to Grantee for authorized expenditures up to the amount listed in the approval letter for Grantee's plan for the reduction of case backlogs.

b. **Distribution of Funds.** Funds will be disbursed to reimburse the Grantee for approved expenditures upon receipt by AOC of quarterly expenditure reports from the Grantee. Expenditure reports are to be submitted to AOC by the Grantee in accordance with the reporting deadlines established in paragraph 3(c) below. Expenditure reports received after the dates listed below may not have reimbursements issued until the following reporting period.

c. **Reporting Requirements.** Grantee shall submit quarterly progress and expenditure reports to AOC within ten days after the end of each quarter based on the federal fiscal calendar. Reports to AOC are due on: January 10th; April 10th; July 10th; and October 10th. With prior

approval from AOC, modifications may be made to the standard AOC Project Status report format depending on the nature of the project. A final report is due no later than **8/15/2024** or 45 days from the end of the grant and shall include a financial report along with a narrative of the project's accomplishments over the term of this Agreement.

d. **Inappropriate Expenditures.** Grantee shall expend funds and request reimbursement only for the purposes and uses specified in the approved plan and budget. Grantee agrees to reimburse 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 AOC.

e. **Budget Modifications.** Funds shall not be moved to or from any budget category without prior written approval from AOC. All budget modifications shall be in accordance with AOC's Budget Modification Policy.

f. **Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2023, all unexpended funds in the possession of Grantee shall be returned to 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, AOC may require return of equipment and supplies purchased with grant funds.

4. **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 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 AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** 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 AOC such data and statistics as may be required for purposes of evaluation. Grantee further agrees that authorized agents of 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 AOC to conduct such inspections and evaluations.

5. **Americans with Disabilities Act (ADA) Requirements.** Grantee shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

6. **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 the AOC Inventory and Property Control Policy, incorporated as Attachment A.


7. **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 non-compliance with the approved plan for this or any other grant. During the period of sanction status, AOC may take any appropriate action including:

- a. Written warning with request for immediate compliance.
- b. Withholding all or any portion of future program fund 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.

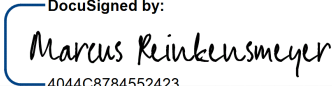
To receive reimbursement while in sanction status, Grantee shall submit a monthly request to AOC detailing expenses in funding categories as delineated on Addendum A. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction status.

8. **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 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 is solely responsible for the actions of its employees under this Agreement.

Cochise County Superior Court

DocuSigned by:

 By _____
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 Honorable Timothy B. Dickerson, Presiding Judge,
 Superior Court in Cochise County

ARIZONA SUPREME COURT

DocuSigned by:

 By _____
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 Marcus Reinkensmeyer, Deputy Director
 Administrative Office of the Courts

ADDENDUM A

**FUND DISTRIBUTION RECOMMENDATION FOR
CASE BACKLOG REDUCTION (ARPA FUNDS)**

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: June 29, 2023

BEGIN DATE: October 1, 2021

END DATE: June 30, 2024

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

Salary and ERE	FY22: \$4,000
Equipment	FY23: \$4,000
Senior Commissioners	FY24: \$13,000

TOTAL FUNDS: \$21,000.00

AMOUNT TO BE DISBURSED TO COURTS:

Upon Receipt of Quarterly Expenditure
Reports - Due as per paragraph 3(c)

TOTAL AMOUNT APPROVED FOR DISBURSEMENT: \$21,000.00

TOTAL AMOUNT APPROVED FOR EXPENDITURE: \$21,000.00

Signed:

DocuSigned by:
Michael Malone
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Date:

7/13/2023

Michael Malone, Director, Court Services Division
Administrative Office of the Courts

Signed:

DocuSigned by:
Timothy Dickerson
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Date:

7/13/2023

Honorable Timothy B. Dickerson, Presiding Judge,
Superior Court in Cochise County

ADDENDUM B**FUND DISTRIBUTION RECOMMENDATION FOR
CASE BACKLOG REDUCTION (ARPA FUNDS)****GRANTEE: Cochise County Superior Court****ADDENDUM DATE: June 29, 2023****BEGIN DATE: October 1, 2021****END DATE: June 30, 2024****NOTE: This addendum supersedes all previously dated addenda.****PERSONNEL COSTS & ERE:**

<u>Position</u>	Hours
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TOTAL FUNDS:**PROFESSIONAL SERVICES**

<u>Item:</u>	<u>Cost</u>
Senior Commissioners – FY22 & FY23	\$8,000.00
Senior Commissioners – FY24	\$13,000.00

Subtotal Professional Services Expenses:	\$ 21,000.00
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TRAVEL:

<u>Item:</u>	<u>Cost</u>
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Subtotal Travel Expenses:	\$0.00
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OPERATING EXPENSES:

<u>Item:</u>	<u>Cost</u>
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Subtotal Operating Expenses	\$ 0.00
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EQUIPMENT EXPENSES:

<u>Item:</u>	<u>Cost</u>
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Subtotal Equipment Expenses	\$0.00
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TOTAL FY22 /FY23 /FY24 BUDGET:	\$21,000.00
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ATTACHMENT 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 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.