

**INTERAGENCY SERVICE AGREEMENT**  
between the  
**ARIZONA SUPREME COURT**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**CLERK OF THE SUPERIOR COURT IN COCHISE COUNTY**

The Arizona Supreme Court, Administrative Office of the Courts ("AOC") and the Clerk of the Superior Court in Cochise County enter into this Interagency Service Agreement ("Agreement") pursuant to A.R.S. § 35-148 as provided below:

1. **Term of Agreement.** This Agreement shall begin upon execution and shall remain in effect as long as the Clerk of the Superior Court in Cochise County continues to use the Digital Evidence Portal under the terms of the AOC's statewide contract with Thomson Reuters (AOC Contract No. 2021-0006).

2. **Description of Services.** In December 2020, the AOC entered into a statewide contract with Thomson Reuters (AOC Contract No. 2021-0006) to purchase digital evidence software ("Case Center") licenses and support services. The statewide contract entitles Thomson Reuters to be paid an annual enterprise license fee which includes maintenance and support of the software. The software is installed on the AOC's MS Azure government tenant for which the AOC incurs additional processing and storage costs. The Clerk of the Superior Court in Cochise County is using or will be using Case Center in the near future. This agreement outlines the contribution that the Clerk of the Superior Court in Cochise County will pay toward the program costs.

3. **Payment Terms.** The AOC will annually invoice the Clerk of the Superior Court in Cochise County no later than September 1st at a rate of \$5.00 per case for each case with uploads that exists in Case Center as of October 1st of the prior year. In an effort to support the Clerk's budget cycle, the AOC will send a notice to the Clerk by November 1st that reflects the amount the AOC intends to invoice the following September. The invoiced amount will be due within 30 days.

For example, the AOC will issue an invoice by September 1, 2025 at a rate of \$5.00 per case for each case with uploads that exists in Case Center as of October 1, 2024. The AOC will send a notice to the Clerk by November 1, 2024 that reflects the amount the AOC intends to invoice by September 1, 2025. The invoiced amount will be due by October 1, 2025.

4. **Pricing.** The per case cost as set forth in paragraph 3 of this Agreement is based on the current phase in which the Digital Evidence Project ("Project") is in and the available funding options at the time of this Agreement. The Clerk of the Superior Court in Cochise County understands and acknowledges that this cost is subject to change as the Project matures and is contingent upon the current AOC funding options remaining available from general fund appropriations, previously disbursed FARE funds, and Arizona Trial and Digital Evidence funds. Any changes to pricing will require a written amendment signed by all parties to this Agreement.

5. **Disputes.** This Agreement is subject to arbitration according to A.R.S. § 12-1518.

6. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

7. **Inspection and Audit.** All books, accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement and shall be subject at all times to inspection and audit by either party. Such records shall be produced at the Auditor General's Office or at the requesting party's principal office within a reasonable time after a party's request.

8. **Entire Agreement.** This Agreement contains the entire understanding of the parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

9. **Invalidity of Part of the Agreement.** Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

10. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and incorporates by reference all laws governing interagency agreements and mandatory provisions for state contracts.

11. **Notices.** Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses.

12. **Non-Discrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. The parties shall include a clause to this effect in all subcontracts related to this Agreement.

13. **Availability of Funds.** Payments made by the parties pursuant to this Agreement are conditioned upon the availability of appropriated funds authorized for expenditure in the manner and for the purposes herein. Notwithstanding any other provision of this Agreement, in the event that either party is unable to obtain funds required by this Agreement, the Agreement shall be terminated upon written notice that funds are not available. The parties shall not be liable for any purchases and/or contracts entered into by the other party in anticipation of such funding.

14. **Assignment and Delegation.** Neither party shall assign any right nor delegate any duty hereunder without the express, written, prior consent of both parties.

15. **Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401**

A. Each party warrants its compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"). If this compliance requirement disqualifies any of a party's key personnel or individuals and no acceptable alternative is provided, the other party may terminate this ISA.

B. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the ISA that is subject to penalties up to and including termination of the ISA.

C. Each party retains the legal right to audit and inspect the other party's papers relating to any employee who works on the ISA to ensure the other party's personnel and any person working at the direction of the other party is complying with the warranty under subparagraph A.

16. **Termination and Modification.** Either party may terminate this Agreement at any time by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination. This Agreement may be modified at any time by mutual agreement in order to accommodate unforeseen circumstances. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by the authorized representative of the respective parties.

Marcus  
Reinkensmeyer

Digitally signed by Marcus  
Reinkensmeyer  
Date: 2024.12.04 16:59:22 -07'00'

Marcus Reinkensmeyer  
Deputy Director  
Arizona Supreme Court  
Administrative Office of the Court  
1501 W. Washington Suite 415  
Phoenix, AZ 85007

12/04/2024

Date

Amy Hunley  
Clerk of Court  
Superior Court of Arizona in Cochise  
County  
100 Quality Hill Road  
Bisbee, AZ 85603

Date

Frank Antenori  
Chairman, Board of Supervisors  
Cochise County  
1415 W Melody Ln.  
Bisbee, AZ 85603

Date