

Arizona Supreme Court  
Administrative Office of the Courts

**FUNDING AGREEMENT FOR  
Access to Justice (A2J) Grant**

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

**Recital**

The purpose of this Agreement is to provide funding to Grantee to implement its approved plan for use of Access to Justice ("A2J") 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 ADR/JCEF funds, Grantee agrees that funds will not be used on projects not intended to facilitate prompt and fair resolution of cases.

**Terms and Conditions**

1. **Term.** This Agreement becomes effective upon execution and shall remain in effect through June 30, 2027, unless modified or terminated earlier.

2. **Modification and Termination.** This Agreement may be modified or terminated by the AOC if, in its sole 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 without cause.

3. **Fund Accounting.** Funds distributed 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.

4. **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 Addenda A and B to this Agreement. The AOC may periodically modify the distribution of funds contained in the addenda based on its determination of Grantee's need for and usage of A2J funds.

b. **Reporting Requirements.** Annual status reports must detail expenditures and progress made on the project. An initial status report is due August 17, 2026. A final status report is due no later than August 16, 2027, or 45 days from the end of the grant period or from the date all funds are expended, whichever is sooner. The report shall include a financial report along with a narrative of the project's accomplishments over the term of this Agreement, as well as other required performance measures identified in the award notice email. AOC shall provide a report template for the Grantee to use.

c. **Additional Reporting and Presentation Requirements.** As a condition of receiving funding through the Arizona Access to Justice Grant Program ("Grant"), and in addition to the reports required in Section 4.b above, the Grantee agrees to comply with the following reporting and presentation obligations:

- i. **Appearance Before Arizona Commission on Access to Justice ("Commission")**  
The Grantee (or its designee) is required to appear before the Commission at least once during the grant term, regardless of whether the project is complete. Based on individual projects, additional appearances by the Grantee (or its designee) may be necessary to provide updates or interim reports. Failure to fulfill this requirement may result in suspension of current or future funding and may be considered noncompliance with the terms of the grant agreement.
- ii. **Commission Presentation**  
The Grantee (or its designee) shall coordinate with Commission staff to schedule a presentation to the Commission. The presentation shall be delivered at a regularly scheduled or specially designated meeting of the Commission. The Grantee (or its designee) must provide any written materials, data, or other documentation requested by the Commission in advance of the scheduled presentation.
- iii. **Final Project Report and Impact Evaluation**  
Upon completion of the funded project, or once sufficient data is available to evaluate the project's impact, the Grantee (or its designee) may be required to report to the Commission. This report must include:
  - A summary of the project's goals;
  - Measurable impact data demonstrating the results of the project;
  - A description of challenges encountered during implementation; and
  - Any modifications made to the project scope during the grant period.
- iv. **Project Reports, Presentations, and Public Communications**  
The Grantee agrees that all project reports, presentations, and public communications associated with the funded project shall include a narrative describing how the project's goals and outcomes align with the Arizona Judicial Branch's Strategic Agenda and its statewide initiatives. The Grantee will specifically identify which strategic priorities or initiatives are being advanced through this project.

The AOC reserves the right to request additional information or clarification regarding this alignment at any reporting stage.

d. **Unexpended Funds.** Funds unencumbered as of June 30, 2027, and unexpended as of July 30, 2027, plus all unexpended interest accrued on such funds while in the possession of the Grantee, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used for similar line items that were identified in the approved application.

e. **Inappropriate Expenditures.** Grantee shall expend funds 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.

**5. 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.

**6. Termination of Funding.** In the event that this Agreement is terminated for any reason before June 30, 2027, 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.

**7. 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 and that the funding is subject to this Agreement.

**8. Americans with Disabilities Act (ADA) Requirements.** Grantee shall comply with the Arizona Judiciary Policy on Access to Court Services by Individuals with Disabilities as mandated by Arizona Code of Judicial Administration § 1-203.

**9. 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, attached hereto as Attachment A.

**10. 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. The 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 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 A.

**11. 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 B. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction status.

**12. 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**

Signed by:  
*Hon. David Thom*  
By \_\_\_\_\_  
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Honorable David Thom  
Cochise County Superior Court

**ARIZONA SUPREME COURT**

Signed by:  
*Jeff Schrade*  
By \_\_\_\_\_  
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Jeff Schrade, Deputy Director  
Administrative Office of the Courts

**ADDENDUM A**  
**FUND DISTRIBUTION RECOMMENDATION FOR**  
**ACCESS TO JUSTICE FUNDS**

**GRANTEE: Cochise County Superior Court**  
**ADDENDUM DATE: August 7, 2025**

**BEGIN DATE: July 1, 2025**

**END DATE: June 30, 2027**

**NOTE:** This Addendum A supersedes all previously dated Addendums A.

**FUND SUMMARY:**

Personnel Costs	\$7,000.00
Equipment/Facilities Costs	\$37,850.00
Operating Costs	
Travel/Training Costs	
Professional Services	

**TOTAL FUNDS:** \$44,850.00



**AMOUNT TO BE DISBURSED TO COURTS:**

Upon receipt of signed funding agreement: \$44,850.00

**TOTAL AMOUNT APPROVED FOR DISBURSEMENT:** \$44,850.00

**TOTAL AMOUNT APPROVED FOR EXPENDITURE:** \$44,850.00

\*In the event that Access to Justice 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:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>5A03829745CB49D...</small> </div>	Date:  <span style="float: right;">8/7/2025</span>
	<hr/> Michael Malone, Director, Court Services Division Administrative Office of the Courts	
Signed:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Signed by:</small>    <small>F5495EDD1CE9438...</small> </div>	Date:  <span style="float: right;">8/8/2025</span>
	<hr/> Honorable David Thorn Cochise County Superior Court	

**ADDENDUM B**

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR  
ACCESS TO JUSTICE

**GRANTEE: Cochise County Superior Court**

**ADDENDUM DATE:** August 7, 2025

**BEGIN DATE:** July 1, 2025

**END DATE:** June 30, 2027

**NOTE:** This Addendum B supersedes all previously dated Addendums B.

**PERSONNEL COSTS:**

Items	Cost

**Subtotal Equipment Expenses:** **\$0.00**

**EQUIPMENT/FACILITIES COSTS:**

Items	Cost
NEMO-Q Hardware/Software/Servers	\$37,850.00

**Subtotal Equipment/Facilities Costs:** **\$37,850.00**

**OPERATING COSTS:**

Items	Cost

**Subtotal Operating Costs:** **\$0.00**

**TRAVEL/TRAINING COSTS:**

Items	Cost

**Subtotal Travel/Training Costs:** **\$0.00**

**PROFESSIONAL SERVICES COSTS:**

Items	Cost
Installation/labor/training on system	\$7,000.00

**Professional Services Costs:** **\$7,000.00**

**TOTAL FY26/27 BUDGET:** **\$44,850.00**

## 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.