

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

**FUNDING AGREEMENT FOR
ARIZONA SUPREME COURT, ADULT PROBATION SERVICES DIVISION
AMERICORPS PROGRAM**

SUPERIOR COURT IN PINAL COUNTY

**Program Year 2022-2023
September 1, 2022 to August 31, 2023**

This Agreement is entered into by and between the Administrative Office of the Courts Adult Probation Services Division, herein referred to as the “AOC,” on behalf of the Arizona Supreme Court, and the Superior Court in Pinal County, herein referred to as “Sub-grantee,” in accordance with A.R.S. §41-2405(B)(6).

RECITAL

Pursuant to the AmeriCorps State Grant Contract Number ISA-AC-AOC-090122-01, between the Governor’s Office of Youth, Faith and Family and the Arizona Supreme Court, Arizona Administrative Office of the Courts, which is referred to in this document as the AmeriCorps Program Grant Agreement, copy of *PY22.23 Program Grant Narrative & Budget attached and incorporated as Exhibit A*, copy of *FY2022 CNCS General Grant and Cooperative Agreement Terms and Conditions attached and incorporated as Exhibit B*, copy of *FY2022 CNCS Specific Terms and Conditions attached and incorporated as Exhibit C* and the *APSS AmeriCorps Program, County Host Site Agreement attached as Exhibit D*.

WHEREAS, ARS §41-101.01 authorizes the Governor’s Office of Youth, Faith, and Family to execute and administer contracts and is charged with the responsibility of administering funds and programs for the AmeriCorps Competitive Grant Program, pursuant to the Corporation for National and Community Service (CNCS) Grant Award No.21AFDAZ0010019, authorized by the National and Community Service Act of 1990, as amended 42 U.S.C. §12501 et seq.,

WHEREAS, Article VI, §3 of the Arizona Constitution grants authority to the Arizona Administrative Office of the Courts to execute and administer contracts. The Arizona Administrative Office of the Courts is granted authority to administer and oversee appropriated and fee generated funds as well as grants designed for adult probation services in accordance with the Arizona Code of Judicial Administration §6-101 through §6-212.

WHEREAS, ARS §35-148(A) authorizes Interagency Service Agreements between budget units to provide reimbursement for services performed, or for the advancement of funds for services to be performed and authorizes the funds to be credited to the appropriate account for the budget unit performing the services.

THEREFORE, this agreement, and the AmeriCorps Program Grant Agreement and all addendums to this agreement, establish the terms and conditions for the allocation of AmeriCorps grant monies to the Sub-grantee. The Sub-grantee agrees to expend all grant monies in accordance with the budget set forth in the Addendum A and in accordance with the AmeriCorps Program Grant Agreement and budget details interpreted by the program manager, with purposes to implement the AmeriCorps Program plan as outlined in the Program Grant Narrative & Budget.

TERMS AND CONDITIONS

1. Terms of Agreement

This Agreement becomes effective the date signed and shall remain in effect through August 31, 2023.

2. Arizona Supreme Court, Adult Probation Services Division, AmeriCorps Program Grant Agreement

The Sub-grantee agrees to abide by all provisions of the AmeriCorps Program Grant Agreement, copy of PY22.23 Program Grant Narrative & Budget attached and incorporated as Exhibit A, copy of FY2022 CNCS General Grant and Cooperative Agreement Terms and Conditions attached and incorporated as Exhibit B, copy of FY2022 CNCS Specific Terms and Conditions attached and incorporated as Exhibit C and the APSS AmeriCorps Program, County Host Site Agreement attached as Exhibit D. as outlined in the grant and interpreted and approved by the program manager, and the Addendum A, and the AmeriCorps Member Living Allowance Chart below.

<i>MEMBER SLOT (#HOURS)</i>	<i>BASE MEMBER LIVING ALLOWANCE (TAXABLE NOT TAXED*)</i>
<i>QUARTER-TIME (450 HOURS)</i>	<i>\$4,300.00</i>
<i>MINIMUM-TIME (300 HOURS)</i>	<i>\$2,900.00</i>

Member Living Allowances will be disbursed by the host county site as per program and grant policies that require disbursements to be issued via the host county’s payroll system. Disbursements are taxable and are to be equally disbursed over a Member’s service term. Member Living Allowances cannot be considered an hourly wage as per the Exhibit A, B & C mentioned above.

3. 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 Sub-grantee’s failure to implement or operate the approved plan; (d) the Sub-grantee’s non-compliance with this Agreement, A.R.S. §41-2405(B)(6), or the AmeriCorps Program Grant Agreement; (e) requisite reports are not received within the time frames set out in Section 5 of this Agreement; or, (g) other circumstances that necessitate such action. Either party may, upon 30 days written notice to the other party by certified mail, terminate this Agreement.

Any modifications to the Plan, Addendum, or Funding Agreements must be approved in writing by the AOC.

4. Fund Accounting

Funds distributed or reimbursed to the Sub-grantee 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.

5. Expenditures

a. Distribution of Funds.

The AOC may retain all or any portion of the funds allocated to the Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of the Sub-grantee. The specific amounts to be disbursed or reimbursed to the Sub-grantee are set forth in Addendum A to this Agreement. If funds are disbursed, the AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of the Sub-grantee's need for and usage of the grant Program funds.

b. Reporting Requirements.

The Sub-grantee agrees to submit periodic financial and performance reports as required by the AOC. The Sub-grantee agrees to submit financial reports on a monthly basis, due the 10th of each month and at the end of the grant year. The Sub-grantee agrees to submit mid-point service term and end-point service term performance evaluations on each allocated Member during their Service Terms. The Sub-grantee agrees to also submit other requested data and information as needed to the AOC.

In the event reports are not received on or before prescribed dates, funding will be suspended until such time as delinquent reports are received.

c. Unexpended Disbursed Funds- Not applicable

d. Inappropriate Expenditures.

The Sub-grantee shall expend funds only for the purposes and uses specified in the approved Program Grant Narrative and Budget, as interpreted and approved by the program manager. The Sub-grantee agrees to reimburse the Grant for any unauthorized or inappropriate expenditures which are not in compliance with the approved Program Grant Narrative and Budget, this Agreement, and A.R.S. §41-2405(B)(6).

e. Budget Modifications.

Funds shall not be shifted to or from any budget category without prior written approval from the AOC. All budget modifications shall be in accordance with the AOC Budget Modification Policy and the AmeriCorps Program Grant Agreement.

f. Termination of Funding.

In the event that this Agreement is terminated, all unexpended funds in the possession of the Sub-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 program achievements; and (3) an inventory, including AmeriCorps Member tracking or any associated per diem reimbursements with grant monies. If termination is due to failure of the Sub-grantee to comply with this agreement, the AOC may require return of per diem and supply purchases with Program grant funds.

6. Limitation on Expenditures

It is expressly agreed upon by the AOC and the Sub-grantee that funds distributed pursuant to this Agreement are to be expended to provide direct services in accordance with the approved grant Program Grant Narrative and Budget as interpreted by the program manager, the requisite grant budget and Funding Agreement. It is further expressly agreed upon by the AOC and the Sub-grantee that funds distributed pursuant to this Agreement are not to be expended for any indirect costs that may be incurred by the Sub-grantee for administering these funds. This includes, but is not limited to, cost for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Sub-grantee to administer these funds.

7. Use, Loss and Disposition of Equipment

Equipment is a restricted category. Express written approval from the AOC and program manager is required for the purchase of equipment. Equipment must be used as required in the approved grant budget for at least three (3) years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. The Sub-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 surpluses as required by this Agreement. If no such requirements are included in this Agreement, then local surplus property procedures may be utilized. Prior approval for the disposition of equipment must be obtained from the AOC before any action is to be taken.

8. Non-Supplanting

The Sub-grantee agrees that Program grant monies will not be used to supplant state and local funds that would otherwise have been available to provide direct assistance to probation officers and staff with their duties.

9. Books and Records

a. Financial Records and Examination.

The Sub-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 the Sub-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. Sub-grantee, 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. The Sub-grantee and the AOC must also comply with CNCS record and retention policies for all Program grant, Program Member and all Program financial records: 3 years from date of submission of final, Federal Financial Report, usually submitted by the Arizona State AmeriCorps Commission or Parent of Corporation for National and Community Service. The FFR report for this Program grant is due October 31, 2023.

b. Program Records and Evaluation.

As a condition of receipt of Program grant monies, the Sub-grantee 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 Sub-grantee and its subcontractors for a period of five (5) years. 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 Sub-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.

10. Performance Liability

Except as otherwise provided by law, in the performance of this Agreement and the Sub-grantee's approved Program Grant Narrative & Budget, both parties will act 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 agrees to be solely responsible for actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

11. Insurance Requirements

The subgrantee is a public entity, hence the standard Arizona State Risk Management Insurance Requirements shall not apply. The subgrantee shall provide a certificate of self-insurance or a certificate of coverage by Arizona State Risk Management pursuant to A.R.S. § 41-621 et seq. if requested by CNCS or the AOC.

12. Other Requirements

The Sub-grantee agrees to abide by all provisions of the AmeriCorps Program Grant Agreement including guidance and regulations pertaining to affiliation with a National Service Program and AmeriCorps Program Identity. The Sub-grantee should identify the Program as an AmeriCorps Program and Members as AmeriCorps Members. All references to the Program must explicitly state that the Program is an AmeriCorps Program and AmeriCorps Members are the resource being provided. This includes all written communication referencing the Program which requires all publications to include the AmeriCorps Logo. Resources pertaining to the AmeriCorps branding guidelines and requirements, including AmeriCorps logos are provided to each site upon entrance into the program.

13. Federal Prohibited Activities

While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps Program or CNCS, staff and Members may not engage in the following activities:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

ARIZONA SUPREME COURT
Administrative Office of the Courts

SUPERIOR COURT IN
PINAL COUNTY

By: _____
Marcus Reinkensmeyer, Deputy
Director

By: _____
Authorized Signature on Behalf of
Superior Court

Date: _____

Date: _____