



Mark Brnovich  
Attorney General

Office of the Attorney General  
State of Arizona

*Cochise*

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

Attorney General Contract No. **KR15-0005** which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. ' 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 22<sup>nd</sup> Day of January, 2015

Mark Brnovich  
The Attorney General

*Greg M. Carthy*  
Assistant Attorney General

Arizona Supreme Court  
Administrative Office of the Courts

**INTERGOVERNMENTAL AGREEMENT AMONG  
THE ARIZONA SUPREME COURT,  
THE COCHISE COUNTY SCHOOL SUPERINTENDENT AND  
THE COCHISE COUNTY SUPERIOR COURT**

Attorney General Contract #KR13-0130  
**Amendment #1**

This amends the above described Intergovernmental Agreement dated February 21, 2014 (“IGA”) by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (“AOC”), and Cochise County Board of Supervisors through the County School Superintendent (“Superintendent”) and the Cochise County Superior Court through the Juvenile Court (“Court”).

The parties agree the IGA is amended as follows:

1. **Section 2. Purpose**; The AOC has applied for and received \$1,315,937.90 for fiscal year 2015, on behalf of all Arizona counties. The portion of these funds allocated to Cochise County is \$78,963.00.
2. Exhibit A-1 (Budget Application) and A-2 (Budget Description) to this document are attached hereto and incorporated herein. They amend Exhibit A of the underlying IGA.
3. Amending **Section 4. Term and Renewal**; to extend the termination date to June 30, 2016.
4. Amending **Section 5. Duties of the AOC**; to add one new provision.

**h.** In order to properly carry out duties as the Sub Grantee of funds received from the ADE, the AOC shall:

1. Conduct monitoring reviews to ensure compliance with all funding and program requirements within this IGA.
2. Document and submit all findings to the County School Superintendent and Presiding Juvenile Court Judge for review and any necessary actions. All parties shall agree on a reasonable timeframe for achieving compliance with the requirements of the IGA.
3. Have the authority to postpone the next fiscal year’s allocations until the party or parties achieve compliance with the requirements of the IGA. It is incumbent upon all parties to act in good faith to

achieve compliance in a timeframe that permits timely disbursement and use of funds.

4. Resolve disputes arising during this process pursuant to Paragraph 34, Disputes.
5. Amending Section 9g. Termination of Funding; to extend the termination date to June 30, 2016.
6. Adding Section 34 Disputes. Should any dispute arise concerning this IGA among the AOC, the County School Superintendent, and the County Superior Court through the Juvenile Court, the parties shall first meet and confer to resolve the issues. As stated in Section 5(h)(3) it is incumbent upon all parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds. Should the effort to meet and confer not resolve the issues, the parties shall follow the dispute resolution procedures established in the Supreme Court Administrative Office of the Courts, Policies and Procedures Manual No. 7.04 (C) and (D). If, after exhausting the administrative remedies set forth in those provisions, the dispute is subject to the mandatory arbitration provisions of A.R.S. §12-133, the AOC and the parties shall submit the matter to arbitration in compliance with A.R.S. §12-1518.

---

SIGNATURE PAGE FOLLOWS

---

**IN WITNESS WHEREOF**, the parties hereto have executed this IGA Amendment on the date written below.

**AOC:**

\_\_\_\_\_  
By: David K. Byers  
Administrative Director  
Arizona Supreme Court

\_\_\_\_\_  
Date

**Superior Court of Arizona in and for Cochise County:**

\_\_\_\_\_  
By: Honorable Karl D. Elledge  
Presiding Juvenile Court Judge

\_\_\_\_\_  
Date

**Superintendent:**

\_\_\_\_\_  
By: Trudy Berry  
Cochise County School Superintendent

\_\_\_\_\_  
Date:

**Superintendent Counsel:**

Not Applicable

\_\_\_\_\_  
By: Cochise County Superintendent Counsel

\_\_\_\_\_  
Date

**Board of Supervisors:**

DO NOT SIGN THIS COPY - FOR REVIEW PURPOSE ONLY

By: Patrick Call, Chairman

\_\_\_\_\_  
Date:

**Board of Supervisors Counsel:**

DO NOT SIGN THIS COPY - FOR REVIEW PURPOSE ONLY

By:

\_\_\_\_\_  
Date:

**Exhibit A-1  
FY15 Budget Application**

Public Educational Agency (PEA) <b>Arizona Supreme Court</b>	Cochise	Name	Phone	Line Item Totals		
Function Code	Object Code	Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals
<b>Instruction 1000</b>						
Salaries						
Employee Benefits	6100					\$0.00
Purchased Professional Services	6200					\$0.00
Purchased Property Services	6300					\$0.00
Other Purchased Services	6400					\$0.00
Supplies	6500					\$0.00
Other Expenses	6600					\$0.00
	6800					\$0.00
<b>Support Services 2100, 2200, 2600-2900</b>						
Salaries						
Employee Benefits	6100					\$0.00
Purchased Professional Services	6200					\$0.00
Purchased Property Services	6300					\$0.00
Other Purchased Services	6400					\$0.00
Supplies	6500					\$0.00
Other Expenses	6600					\$0.00
	6800					\$0.00
<b>Support Services - Admin 2300, 2400, 2500</b>						
Salaries						
Employee Benefits	6100					\$0.00
Purchased Professional Services	6200					\$0.00
Purchased Property Services	6300					\$0.00
Other Purchased Services	6400					\$0.00
Supplies	6500					\$0.00
Other Expenses	6600					\$0.00
	6800					\$0.00
<b>Capital Outlay</b>						
	6700 et al.					\$0.00
<b>PROPOSED BUDGET EXPENDITURE TOTAL FY15</b>		0.00	0.00	0.00	0.00	\$0.00

Director of Juvenile Court Services \_\_\_\_\_ Date \_\_\_\_\_

County School Superintendent \_\_\_\_\_ Date \_\_\_\_\_