

**FOURTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CLIFTONLARSONALLEN, LLP**

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Fourth Amendment") is entered into as of September 4, 2014, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and CliftonLarsonAllen, LLP, formerly known as LarsonAllen, LLP, a Minnesota limited liability partnership (the "Contractor").

RECITALS

A. The Town and LarsonAllen, LLP entered into a Professional Services Agreement dated June 17, 2010 (the "Initial Agreement"), for the Contractor to provide financial auditing services (the "Services").

B. On or about January 9, 2012, Larson Allen, LLP merged with Clifton Gunderson, LLP, to form CliftonLarsonAllen, LLP.

C. The Initial Agreement was amended by that certain First Amendment dated December 6, 2012, to extend the term of the Initial Agreement (the "First Amendment"), by that certain Second Amendment dated July 1, 2013, to further extend the term and to increase the compensation amount (the "Second Amendment") and by that certain Third Amendment dated June 19, 2014, to amend the Scope of Work by creating a process for incorporating annual engagement letters. The Initial Agreement, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to herein as the "Agreement."

D. The Town and the Contractor desire to enter into this Fourth Amendment to (i) modify the Scope of Work for Contractor to perform an external review of the Fountain Hills Municipal Court for the period July 1, 2013 through June 30, 2014 (the "Additional Services") and (ii) provide for compensation to the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Scope of Work. Contractor shall provide the Additional Services as set forth in the Engagement Letter attached hereto as Exhibit 1 and incorporated herein by reference, which Engagement Letter shall be included as part of Exhibit E to the Agreement.

2. Compensation. The Town shall increase the compensation to Contractor by \$3,500.00 for the Additional Services at the rate set forth in the Engagement Letter, attached hereto as Exhibit 1, resulting in an increase of the total compensation, from \$175,685.00 to an amount not to exceed \$179,185.00.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Fourth Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fourth Amendment are forever waived.

5. Conflict of Interest. This Fourth Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

Kenneth W. Buchanan  
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On September 8, 2014, before me personally appeared Kenneth W. Buchanan, the Town Manager of the Town of FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

  
(affix notary seal here)

Nancy A. Walter  
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

*Kenneth W. Eversman*

*Armed & Dangerous*

My Commission Expires Jan. 1, 2018  
MARICOPA COUNTY  
Notary Public - State of Arizona  
NANCY A. WALTER



“Contractor”

CLIFTONLARSONALLEN, LLP  
a Minnesota limited liability partnership

By: [Signature]

Name: Dennis J. Osuch

Title: Principel

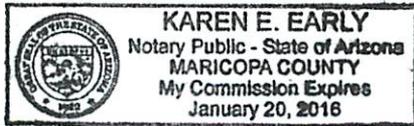
(ACKNOWLEDGMENT)

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa

On August 4<sup>th</sup>, 2014, before me personally appeared Dennis J. Osuch, the Principal of CliftonLarsonAllen, LLP, a Minnesota limited liability partnership, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability partnership.

[Signature: Karen E. Early]  
Notary Public in and for the State of AZ

(affix notary seal here)



KAREN E. EARLY  
Notary Public - State of Arizona  
MARICOPA COUNTY  
My Commission Expires  
January 20, 2018



EXHIBIT 1  
TO  
FOURTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CLIFTONLARSONALLEN, LLP

[Engagement Letter]

See following pages.



CliftonLarsonAllen

CliftonLarsonAllen LLP  
www.CLAconnect.com

July 14, 2014

Town Council and Management  
Town of Fountain Hills, Arizona  
16705 E. Avenue of the Fountains  
Fountain Hills, Arizona 85268

Dear Mr. Rudolphy:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the agreed-upon procedures engagement CliftonLarsonAllen LLP (CLA) will provide for Town of Fountain Hills, Arizona Municipal Court ("you" or "your") for the period July 1, 2013 through June 30, 2014.

Dennis J. Osuch is responsible for the performance of the agreed-upon procedures engagement.

**Scope, objective, and responsibilities**

We will apply the agreed-upon procedures which the Arizona Supreme Court has specified, enumerated in the attached Guide for External Review by Auditors issued by the Arizona Supreme Court and prepared in accordance with the American Institute of Certified Public Accountants, Codification of Professional Standards, AT Section 201, *Statement of Standards for Attestation Engagements (SSAEs), Agreed-Upon Procedure Engagements*. This engagement is solely to comply with the Arizona Supreme Court's Minimum Accounting Standards enumerated in the Guild for External Reviews by Auditors.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached Guide for External Review By Auditors do not constitute an examination, audit, or review, we will not express an opinion or provide any assurance on the Town of Fountain Hills, Arizona Municipal Court's compliance with the Arizona Supreme Court's Minimum Accounting Standards. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of Town of Fountain Hills, Arizona Municipal Court, Arizona Supreme Court and the Superior Court, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.



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July 14, 2014

Town of Fountain Hills, Arizona Municipal Court

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You are responsible for the presentation of your records in accordance with the Arizona Supreme Court's Minimum Accounting Standards; and for selecting the criteria and determining that such criteria are appropriate for your purposes. For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

We plan to begin our procedures on approximately September 8, 2014 and, unless unforeseeable problems are encountered, the engagement should be completed by October 31, 2014. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the Town of Fountain Hills, Arizona Municipal Court's records in accordance with the Arizona Supreme Court's Minimum Accounting Standards.

#### **Engagement administration and other matters**

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to certain regulatory agencies for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

#### **Fees**

Our fees for these services will be **\$3,500**. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

**Other fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the scope of our engagement. If you have any questions, please feel free to contact me. Please sign, date, and return a copy of this letter to us to indicate your acknowledgement and understanding of the scope of services we are to provide.

If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of the procedures.

Sincerely,

**CliftonLarsonAllen LLP**



Dennis J. Osuch, CPA  
Principal  
602-604-3630  
Dennis.Osuch@CLAconnect.com

Enclosure

**Response:**

This letter correctly sets forth the understanding of the Town of Fountain Hills, Arizona Municipal Court.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **GUIDE FOR EXTERNAL REVIEWS BY AUDITORS**

Court Name: \_\_\_\_\_

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

**NOTE: Document names may vary from court to court.**

### **Administrative Requirements**

#### **Procedure**

1. Determine if all financial transactions are recorded in an automated cash receipts journal and include:
  - a. Date payment was receipted;
  - b. Amount received;
  - c. Receipt/transaction number; and
  - d. Payment distribution by type (fine, criminal justice enhancement fund, medical services enhancement fund, bond, etc.).
  
2. Verify if the court has posted the financial policies required by MAS in a conspicuous location in the court's main lobby accessible to the general public or next to each customer service station and includes the following:
  - a. A statement regarding the methods of payment that the court accepts, such as but not limited to, cash, certified checks, money orders, or credit cards;
  - b. A statement that a receipt will be provided for every payment made in person to the court;
  - c. A statement that the receipt provided by the court is proof of payment; and
  - d. A statement regarding the court's dishonored payment policy.

### **Safeguarding Monies and Financial Records**

#### **Procedure**

1. Determine through interviews, observation and by taking an inventory of the contents of the safe if the court safeguards accounting records such as receipts, checks, and monies received by the court as follows:
  - a. Store monies in a secure location from the moment they are received until they are deposited with the bank or local treasurer;
  - b. Retain, count, and handle all monies in a secure location that is not accessible to the public and is only accessible to authorized personnel until monies are deposited with the bank or local treasurer;
  - c. Maintain physical restrictions between the public and the areas where court monies and financial records are stored and allow only authorized access to those areas.
  - d. Display signs limiting admittance to areas where monies and financial records are stored, unless access is restricted by electronic access control.

- e. Change safe keys and/or combinations upon either:
  - i. Termination of employment of a person who was granted full access to a safe, unless access to the court or area where the safe is located is restricted by electronic access control or;
  - ii. Change of responsibility of an employee who was granted full access to a safe, unless the area where the safe is located is restricted by electronic access control;
- f. Assign each cashier an unique user identification. The user identification shall only be used by the assigned user;
- g. Each cashier shall individually secure the assigned cash drawer fund in a separate lockable drawer or locking bank bag at all times prior to reconciliation and verification;
- h. Secure blank checks and credit card invoices in a safe, locked cabinet or secured area;
- i. Secure all manual receipt books and ensure they are accessible only to authorized individuals;
- j. Prohibit the use of signature stamps when signing financial documents such as checks. Courts may use a check signing machine to imprint authorized signatures on checks;
- k. Keep cash drawers or bank bags, safes and vaults locked at all times when not in use;
- l. Store monies overnight in a locked, immovable and fireproof safe or vault with restricted access;
- m. Use locking bags or tamper-proof plastic bags to transfer court monies to the bank or local treasurer;
- n. Court employees and authorized personnel who issue receipts on behalf of the court shall not keep court monies with their own personal funds, deposit court monies in a personal bank account or take court monies home with them upon departure;
- o. Court staff shall not cash personal checks or purchase supplies using monies from the cash drawer fund;
- p. Court staff shall not commingle personal monies with court monies including making personal change from the cash drawer fund or court monies or making change for court payments with personal monies; and
- q. Court staff shall investigate any shortage or overage of monies within one business day. If there is still a discrepancy, court staff shall document the discrepancy and report it to court management.
- r. Court staff shall not correct an original entry to any financial documents and/or instruments such as, but not limited to, a check or receipt by erasing or masking (correction tape/fluid) the entry. When correcting errors, court staff shall strikethrough the original entry, initial the correction entry, and obtain a second person's verification to validate the correct. Documentation of the verification shall clearly contain the second person's initials.

## **External Review by Auditors**

### **Procedure**

1. Review the final reports issued for the last external review and for the last operational review conducted by the AOC to determine if the court has addressed all financial findings noted in the reports.

## **Segregation of Duties**

### **Procedure**

1. Through interviews, observation and review of documentation determine the following:
  - a. A second authorized person, other than the person performing that duty, verifies disbursements, deposits, voided receipts and daily and monthly reconciliations and documents the verification in a method that identifies the verifier such as initials, signature or other electronic identifiers.
  - b. A second authorized person, other than the person performing that duty, reviews all manual receipts issued on a daily basis and that the documentation of the review clearly contains the initials of the court employee who issued or voided the manual receipt as well as the authorized person who verified the issuance or voiding; and
  - c. Verify that a second authorized person signs checks prepared by someone else unless the check requires two signatures. For courts with manual checks, verify that a second authorized person signs checks prepared by someone else unless the check requires two signatures. For courts with online checks, verify that the printed online disbursement confirmation pages have the initials/signatures of both the person who prepared the online check and of a second authorized person who verified the online check.

## **Cash Handling**

### **Procedure**

#### Acceptance of Payment

1. Observe the court's practice for accepting payments to determine if only court authorized personnel or electronic interfaces receipts payments on behalf of the court.
2. Determine if payments received from defensive driving schools are received in the form of business check, money order, wire transfer or electronic fund transfer.

#### Endorsements

3. During count of cash drawers or cash bags and when staff opens the daily mail, determine if all checks and money orders payable to the court are properly and clearly endorsed with a restrictive endorsement stamp that reads "For Deposit Only – Payable To (account's name)" upon receipt.
4. Determine through interviews and observations if checks and money orders payable to another court are not endorsed, and are sent to the proper court within two business days.

## Unidentified Monies

5. Determine if the court has a process to identify the defendant and case number when cash, checks, money orders are received without identifying information; and, that the court receipts the unidentifiable funds into a suspense or hold account within the automated financial management system and deposits into the bank within one business day.
6. Review the court's "Unidentified Monies" file and verify if:
  - a. Copies or an electronic image of the checks or money orders, receipts and supporting documentation are retained by the court; and
  - b. Unidentified monies are reported and remitted as unclaimed funds pursuant to statute.

## Receipting

7. Determine if the court is receipting monies received no later than the next business day.
8. Determine if the receipts generated by the court reflect the date the monies were receipted.
9. Select a random sample of at least 20 individual receipts (for bonds, fines, fees, surcharges, and restitution for all court levels; add child support, probate, and other trust monies for superior court) using the cash receipts journal as the source document. Determine if the individual receipts contain the following information (as applicable):
  - a. Name of court;
  - b. Case number;
  - c. Defendant's name;
  - d. Plaintiff's name;
  - e. Date payment was receipted;
  - f. Amount received;
  - g. Name and address of the third party payor making the payment (if available) and if not included on the case financial record;
  - h. Identification of person receiving the payment;
  - i. Method of payment such as cash, check, payment card or electronic fund transfer;
  - j. Unique sequential receipt/transaction number.
10. Sample 10 defensive driving school payments and verify if the monies from the defensive driving schools were receipted by the end of the next business day and payment was recorded in each defendant's case financial record.
11. Determine if the court is receipting overpayments as an overpayment and not as a fine, surcharge, bond, or restitution.

## Manual Receipts

12. Determine if manual receipts are only used when the court's automated financial system is inoperable and manual receipts are entered into the automated management system by the end of the business day or as soon as the system is operable.
13. Review the court's manual receipt book and sample 10 manual receipts to verify the following:
  - a. Manual receipts are at least two-part forms, pre-printed with unique sequential numbers and the name of the court on each receipt. Receipts are issued in sequence within each book;
  - b. Manual receipts are entered into the financial automated system and are cross-referenced; the automated receipt number is referenced on the manual receipt and the manual receipt number is referenced on the automated receipt or recorded in a docket entry in the case management system;
  - c. A second person reviews the manual receipts and verifies receipts are issued in sequence, are recorded in the financial management system, and all receipts are accounted for and have actually been issued or voided;
  - d. There is documentation that a second person reviewed the manual receipts such as initials or signature; and
  - e. The court has an established written policy, procedure or guidelines to account for all unissued manual receipts at least quarterly.

## Voided Receipts

14. Select a sample of 10 automated and 10 manual voided receipts to determine that all voided receipts are not altered in any way, and if an error is made or a correction is needed, the receipt is marked "VOID" and the reason for voiding the receipt is noted on the receipt, unless the reason is indicated on the case financial record. Verify that all copies of voided manual receipts are retained in the manual receipt book. Verify if a new receipt was issued for each voided receipt and that the voided receipt number is referenced on the replacement receipt.

## Online Transactions

15. Determine if the court has a manual retrieval process for online transactions. If so, the court must retrieve and receipt the transactions to the case financial management system no later than the end of the next business day.
16. Determine if the court has an automated retrieval process for online transactions. If so, the court must receipt the transactions to the case financial management system no later than the end of the next business day.
17. Verify receipts associated with online transactions contain the following additional elements in the case financial record: online transaction date, online transaction number, and name and address of cardholder, if available; however, there shall be at a minimum, an audit trail to identify the cardholder's information for disbursement purposes.

## **Disbursements**

### **Procedure**

1. Sample at least 10 disbursements to determine if disbursements were made only in the form of a check, credit to the payment card originally used to make the payment or an electronic fund transfer and that all checks and/or approved payment card adjustments or reversals were only signed by authorized signers.
2. Verify checks issued by the court are pre-printed with sequential numbers, or electronically assigned and disbursed in sequential order.
3. Sample 10 bond disbursements and verify bond monies were disbursed according to written court order and only to the individual who posted the bond or to the third party authorized to receive monies by the person posting the bond.
4. Sample 10 restitution payments and verify restitution payments were disbursed to victims within the time requirements of ACJA § 5-204.
5. Determine if the court has established written guidelines for refunding and disbursing overpayments and bonds.
6. For all sampled disbursements, verify the disbursements were recorded in the court's automated financial management system by the end of the next business day and disbursed within the time period prescribed in the court's written policies and procedures.
7. For all sampled disbursements, verify each automated disbursement record contains the following: case number, party names, date check issued, check amount and/or converted amount, name of payee, check number, payment distribution (fines, surcharges, restitution, bond, etc.), amount disbursed and electronic fund transaction number, if applicable.
8. Verify the court's disbursement journal contains the following at a minimum: date check issued, amount disbursed, name of payee, court check number, method of payment distribution, and electronic fund transaction number, if applicable.
9. Verify voided checks are marked "VOID" on the face of the check and all voided checks are retained. For courts with online checks, verify that the printed online confirmation pages of the voided transactions have the initials/signatures of both the person who voided the online check and of a second authorized person who verified the voided online check.
10. Verify when the court deems a check has been lost or stolen that the court placed a stop payment on the check.
11. Verify when the court issues replacement checks, the new check is issued following normal disbursement procedures, and the court cross-references both the new check number and ~~cancelled check number on an accounting records.~~

12. If the court uses a petty cash fund, verify the court is following local policies and procedures regarding usage and reimbursement of the petty cash funds.

## **Bank Accounts and Deposits**

### **Procedure**

1. Examine a recent bank statement(s) for each account and verify that all bank and investment accounts are established under the name of the court, unless these accounts are maintained by the city, county or in the case of appellate courts, the state treasurer and are established in the name of the city, county or state.
2. Determine if the court maintains a current list of all checking, investment and other bank accounts which includes the name and address of the banking institution, the account number, the account name, and the names of those authorized to sign checks or make withdrawals.
3. Determine if the court maintains current signature cards/agreements for all bank and investment accounts involving court monies, unless the accounts are maintained by the city, county, or, in the case of appellate courts, the state treasurer and are established in the name of the city, county, or state.
4. Determine if the court deposits cash, checks and money orders with the local treasurer or bank by the next business day the court and the treasurer are open when receipts exceed \$300.00 or at least weekly if receipts totaled less than \$300.00.
5. Compare bank deposits to the cash receipts journal to determine if funds were deposited in the same form as received.

## **Reconciliation of Financial Records**

**Note: Select one month of financial records and consistently use the same month to review reconciliations.**

### **Procedure**

#### Daily Reconciliations

1. Determine through interviews and observation that each court employee responsible for a cash drawer fund verifies the beginning cash fund before usage.
2. Determine through interviews and observation each court employee responsible for a cash drawer fund reconciles and balances all monies received after each shift with the cash receipts journal. Verify the clerk initialed/signed the daily cash receipts summary report used to document the reconciliation and that a second person verified the clerk's reconciliation and initialed/signed the report.

3. Perform count of each cash drawer and reconcile total daily receipts to cash receipts journal for each clerk responsible for a cash drawer.
4. Observe and verify preparation of the daily deposit and the reconciliation of the total daily receipts to the cash receipts journal and determine the daily cash receipts summary report or deposit ticket is initialed/signed by the person preparing the deposit and by the second person reviewing and verifying the deposit and that documentation supporting the deposit is retained.
5. Using the cash receipts journal as the source document, verify total receipts for each day to the validated deposit ticket and credit card detail report, as applicable, and to the bank account statement. If monies are deposited with the local treasurer (city, county or state as applicable), verify total receipts for each day to the daily funds transmittal report and to the receipt issued by the local treasurer.
6. Determine if the court retains the records of daily reconciliations performed and supporting documentation as required by the records retention schedule.

#### Monthly Reconciliations

1. Review and verify the reconciliation of the receipts journal for the month to the monthly remittance report submitted to the local treasurer (city, county or state as applicable) and compare to the disbursement check issued.
2. Review and verify the reconciliation of all bank accounts maintained by the court. Reconcile deposits with the receipts journal and checks written with the disbursements journal.
3. Review and verify the reconciliation of the court's record of open/outstanding bonds to the automated financial management system report and to all bank accounts and cash balances.
4. Review and verify the reconciliation of the petty cash fund, if used by the court.
5. Review all reconciliations and supporting documentation and determine if the reconciliations are performed monthly and accurately, are initialed/signed by the person performing the reconciliation, and are initialed/signed by the second person reviewing and verifying the reconciliation.
6. Determine if the court retains the following records for each bank account and reconciliations as required by the records retention schedule:
  - a. Copy of the bank reconciliation;
  - b. Record of outstanding checks;
  - c. Record of deposits in transit;
  - d. Bank statements;
  - e. Canceled checks;
  - f. Canceled deposit slips;

- g. Bank issued debit and credit memos;
- h. Monthly financial reconciliations and supporting documentation; and
- i. Any documentation that requests the adjustment or void of a case financial record.

## **Outstanding Checks**

### **Procedure**

1. Determine if the court investigates all court checks, manual or online, outstanding for more than six months on a monthly basis, unless maintained by a city, county, or state financial agency. Determine if the court documents action taken or disposition of outstanding checks investigated and retains documentation in accordance with the records retention schedule, if the investigation is performed by the court.
2. Determine if the court places a stop payment on outstanding court checks reported and remitted as unclaimed funds to the county or state pursuant to statute, unless the check indicates a date or number of days after which the check becomes void and the check has not been cashed by that date or number of days. Determine if the court retains documentation of outstanding checks reported and remitted to the Department of Revenue or County Treasurer as unclaimed funds and review the report for the prior year.

## **Bonds**

### **Procedure**

1. Determine if the court reviews monthly pending and outstanding bonds posted more than 90 days. Sample 5 bonds posted more than 90 days to verify the court took action on the bonds, i.e. reviewed by judge and ordered to hold bond, refund bond, forfeit bond, etc.

## **Reporting**

### **Procedure**

1. Select one month's remittance report and determine if the report and monies are remitted to the local treasurer (city, county or state as applicable) and that the court received documentation acknowledging the submission of the report.