



RESOLUTION No. 16-330

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING RENEWAL MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF NEVADA AND THE NEVADA COUNTY SUPERIOR COURT EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2019 AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Lockyer-Isenberg Trial Court Funding Act of 1997 fundamentally changed the relationship between counties and the local trial courts; and

WHEREAS, with implementation of this legislation, funding of trial court operations, as defined by the "California Rules of Court, Rule 810, Court Operations" generally became a State responsibility, with, the exception of an annual county maintenance of effort payment paid to the State and set by legislation in 1997; and

WHEREAS, this legislation advised that each county and its local court enter into agreements for the continued provision of county services to the court, if both so wished; and

WHEREAS, since 1997, Nevada County and the Nevada County Superior Court have operated with separate informal written agreements for such services; and

WHEREAS, in 2008, the Nevada County Superior Court and Nevada County entered into its first Memorandum of Understanding; and

WHEREAS, in 2013 an updated Memorandum of Understanding was adopted; and

WHEREAS, with the expiration of the 2013-2016 Memorandum of Understanding, changes to the current Memorandum of Understanding are warranted; and

WHEREAS, through negotiations with the Nevada County Superior Court the County and Court have come to an agreement on these changes.

NOW, THEREFORE, BE IT RESOLVED that the Memorandum of Understanding between the County of Nevada and the Nevada County Superior Court for the period of, July 1, 2016 through June 30, 2019, is hereby approved and the Chair of the Board of Supervisors is authorized to execute the Memorandum of Understanding.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of June, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

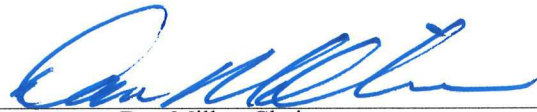
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Dan Miller, Chair

6/28/2016 cc: CEO*
AC*(hold)

7/22/2016 cc: CEO*
AC*(release)
Courts

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF NEVADA AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF NEVADA
July 1, 2016 -- June 30, 2019

PREAMBLE

The County of Nevada ("**County**") and the Superior Court of California, County of Nevada ("**Court**") **enter into this Memorandum of Understanding pursuant to section 77212 of the Government Code.** By this agreement, the County and the Court intend to formulate and maintain a cooperative working relationship that will effectively and efficiently implement state funding of trial court operations while preserving a mutually beneficial relationship.

Accordingly, the County and the Court mutually agree to the following:

Section I: Procedures Governing the Provision of Services Provided to the Court by the County

Procedures for Charging and Paying for Services:

In consideration for continued provision of services, the Court shall pay to the County the costs for such services, in accordance with Rules of Court or statutes, including applicable overhead in accordance with the County's Cost Allocation Plan, as calculated by the County, at a rate that shall not exceed the costs of providing similar services to county departments or special districts. The County, including its various departments, shall bill the Court for such services on a timely basis, unless otherwise stated below, and such sums are due and payable within thirty (30) days of the date of invoice. All billings shall include any backup documentation necessary to support the charges.

In the event that the Court disputes any charge, in whole or part, the Court shall provide written notice to the County within 30 calendar days of the invoice date that the charge is disputed. The notice shall specify the amount that is disputed and shall set forth the factual basis of the dispute. All parties agree to meet and confer in good faith to resolve any issues regarding costs or service levels and understand that an agreement must be reached before costs are paid or further costs are incurred.

Specific rates are included in the Court MOU Fee Schedule. This fee schedule shall be reviewed at least yearly, and may be renegotiated and amended at any time by mutual agreement of the parties, and they may sign and approve an amended fee schedule without having the entire MOU attached.

Authority Over Persons Providing the Services:

Authority to direct the duties and functions of County employees providing services and supplies to the Court as required by this agreement is the responsibility of the County. It is mutually understood and agreed that County employees assigned to provide services or supplies to the Court as required by this agreement shall be acting as County employees. The County agrees to respond in a timely manner to requests from the Court for services. The County shall retain the usual management rights, powers and authority as the employer of county staff.

Section II: Services to be provided to the Court by County of Nevada

PERSONNEL SERVICES:

County agrees that the Court has full authority and is responsible for court employees. Any services provided to the Court by the County Personnel Department shall be mutually agreed

upon and the Court will be billed for those services at the same rate charged to County Departments.

a. Court Retiree Health Benefits:

b. As of July 1, 2015, the County will pay all retiree health benefits for the 7 select previously agreed upon Court retirees who retired on or before January 1, 2001, including any PEMCHA minimum payment required by CalPERS and/or stipend which is paid to retirees as reimbursement for health insurance benefits and any future increases in those costs. The amounts and types of any such benefits paid to Court retiree shall be consistent with the retiree health benefits paid to similarly situated County retirees as provided in the County's Memorandum of Understanding with its miscellaneous employees."

c. Regarding the health benefit costs of 7 retirees, the County will reimburse the Court for expenses incurred by the Court for benefits covering the period of July 1, 2015 through June 30, 2016.

AUDITOR-CONTROLLER SERVICES:

The Court and the County agree that the services (as described below) of the Auditor/Controller will be provided to the Court and that the County shall charge the Court for such services at the same rate charged to County departments. The charge for warrant processing and journal processing shall be based on actual transaction costs per the Cost Plan approved by the State Controller's Office. Auditor-Controller will provide to the Court the proposed plan rates as submitted to the SCO to the Court by May 30th of each year for review and discussion. Final rates will be confirmed upon approval of the Cost Plan by the SCO. Cost will not be based upon estimates or averages of transactions.

If Court chooses to maintain Court trust accounts with the County, then Court and County agree in an effort to streamline daily processing, the Court will deposit all Trust collections into the designated clearing accounts on a daily basis, in lieu of daily distributed deposits. On a monthly basis the Court will reconcile collections and then distribute by journal and warrant to the appropriate accounts and agencies.

The transaction counts for trust and interpleader funds will not include any activity as mandated by Govt. Code 68101 for the transfer of funds to the State via the TC 31 process. Court will complete the TC 31 listing and the associated payment interface batch and submit to the Auditor-Controller monthly. The TC 31 transactions are isolated to Nevada City & Truckee Criminal Fines & Fees. Superior Court Civil Fees will be reported by the Court directly to the State on the TC 145.

CONTRACTS AND PURCHASE ORDERS:

The County and Court agree that the Court has full responsibility for the court purchasing and related services. The County does not provide contracting or purchasing services to the Court.

FACILITIES MANAGEMENT:

The Joint Occupancy Agreements (JOA) entered into by and between the County and the Administrative Office of the Courts on September 9, 2008, for the Nevada County Courthouse and Annex and the Truckee Joseph Center contain the procedures and division of responsibilities for maintenance of the Court-occupied, County-occupied, and common-use areas of the

respective facilities. This MOU is intended to address the provision of services by the Court and the County that are outside the scope of those Agreements.

The Court shall contract with a third party service provider to provide janitorial services at the Nevada City Courthouse and Annex. The County shall reimburse the Court for the cost of that service that is applicable to the County-only space and the County's proportionate share of common-area space, which is 34.5% County and 65.5% Court.

The County has contracted with a third party service provider to provide janitorial services at the Truckee Joseph Center. The Court shall reimburse the County for the cost of that service that is applicable to the Court-only space and the Court share of the common-area space, which is 70.68% County and 29.32% Court. If either the County or the Court close offices at the Truckee Joseph Center, the cost allocation will be renegotiated.

TREASURER-TAX-COLLECTOR:

If Court chooses to maintain Court trust accounts with the County, the Court and County agree that the services of the County Treasurer & Tax Collector will be provided to the Court. These services will include, but are not limited to: cash management services, permit processing in relation to deposits, credit cards and returned checks and warrant processing, including stop payments and copies. The County Treasurer & Tax Collector agrees to bill the Court for such services at the same rate it charges County Departments, which is a percentage of the interest earnings. In addition, the Court will be charged the Treasurer & Tax Collector's research fee when Treasury has to provide extraordinary research services.

INFORMATION SYSTEMS

This section shall constitute the "Telecommunications MOU" as that term is defined in the Joint Occupancy Agreements for Nevada City Courthouse/Annex and Truckee.

The Court and County agree that the County will provide certain information technology services to the Court as described herein.

a. **Telephones/Infrastructure—Shared Usage, Support and Maintenance**

Shared Usage: The Court owns the majority of the wiring and network infrastructure (cable plant, 3COM switches) at both courthouses. The Court and County agree to use asset tags to identify each other's equipment in shared wiring closets.

The Court and County agree that, upon approval by the Court, the County may connect a County-owned telephone or other telephony device into the Court-owned telephone system. Approval will be contingent upon: 1) the system having the capacity to add the device; 2) the proposed additions will not degrade the performance or stability of the system; and 3) the proposed additions will not compromise the security of the Court's data network.

The Court agrees to allow the County to charge any non-Court users a fee for providing said users with ongoing maintenance and support of individual telephones. The Court agrees to waive usage fees and not charge the County for using the Court's telephone system in exchange for service and support of the Court's telephone systems by the County.

If either party vacates the properties in the future, existing telephone hardware will remain on-site for use by the remaining entity, subject to mutual agreement of terms at that time.

If the County undertakes a study and planning activities for replacement of its telephone system, the County will consult with the Court during this planning process and collaborate as necessary to ensure that the Court's needs are met by the new system to the extent that shall be mutually agreed by the parties. Any change in the cost to the Court for telephony services as a result of replacement of the County's telephone system shall be subject to amendment to this Agreement.

Support and Maintenance: The County agrees to provide technical support and maintenance of the Court's 3COM NBX phone systems and switches, telephones, other telephony devices and all closet-to-closet network infrastructure. In performing this obligation, the County agrees to have on staff at least one 3COM NBX technician with the training and expertise needed to perform 3COM NBX system administration and modifications to the NBX hardware and software systems, voice mail, dial plan or network infrastructure. The County agrees to not perform any modifications to the Court's telephone, voice mail or network switching systems without prior consent of the Court except in the case of an emergency or catastrophic failure. The County will charge the Court a flat rate fee for providing this service in each facility, as indicated in Exhibit A.

The Court will maintain and support its own network infrastructure between the wiring closets and the telephone and data jacks.

Upgrades: Because the Court owns the 3COM NBX telephone systems at both locations, it agrees to bear the cost of NBX hardware upgrades necessary to keep the system reliable and capable of affording fast and cost effective support and maintenance. This includes system-level software and software licensing fees for all Court-owned devices. Both parties agree to a mutual split of any additional costs that may be deemed necessary in performing upgrades.

The County agrees to bear all costs associated with the reconfiguration or expansion of the system to accommodate additional non-Court telephones, features, improvements in system support or performance, or cost efficiency.

b. Voice and Data Lines—Shared Costs and Usage

The County pays AT&T directly for data lines that support the shared Courts/County wide area network (WAN). The County pays for all maintenance contracts on the Cisco router equipment to maintain the WAN, all professional support services, and County staff time to support, monitor, and secure these WAN services. The Court will be provided with a secure virtual pipe provisioned at a guaranteed bandwidth equal to or greater than the current standard. The Court will pay the County for half of the cost of the trunking lines that support voice and data communication for the Nevada City and Truckee Court facilities.

The County will provide, at no cost to the Court, support and maintenance of all WAN circuits and equipment. The County agrees to make required configuration changes to these circuits as requested by the Courts at no additional charge, as long as it is not overly burdensome and does not affect the County's use of the circuit.

The Court will pay to County the actual cost of toll charges for all calls made from the Court's facilities.

c. Network Logins

The Court has its own network and network security system. The Court may, subject to County approval, set up accounts on the County network for the purpose of using a

County application. For such approved accounts, the County will charge the Court in accordance with the current rates charged to County departments for such connections.

d. FinancePlus Accounts

The County will provide the Court access to the County's FinancePlus (previously known as Pentamation) financial system. The annual cost per user is indicated in Exhibit A. The user count will be reviewed at time of billing.

e. Non-contracted Services

For any services performed by the County for the Court in addition to those described herein, the Court will pay the County rates as indicated in Exhibit A. These rates are subject to annual adjustment to reflect the actual cost of providing services. Notice will be provided by County to the Court no less than sixty (60) days prior to a rate adjustment.

f. Emergency Service – Business Continuity Plan

In the event of a disaster or other unforeseen issue that causes a significant loss to the Court's ability to implement their business continuity plan (BCP), the County IT Department agrees that, if requested, they will make their best effort to help the Court recover from the loss with available resources or manpower within reason. Billing for all labor will be according to the rates as indicated in Exhibit A.

g. Other Services:

Additional information technology services are addressed in a separate agreement adopted by the County Board of Supervisors on April 27, 2010. These services include: disaster recovery Site, I-Net connections, high-speed fiber, wireless backhaul, and wireless LAN.

h. Billing

The County will invoice the Court semi-annually, with payment due within 30 days of the date of each invoice. Representatives of both parties shall meet in good faith to resolve any billing disputes to their mutual satisfaction.

COURT SECURITY:

The County shall provide Court security services at levels that existed at the time of implementation of the Superior Court Security Act of 2012. Any changes must be mutually agreed upon by the Sheriff and the Court in writing.

WORKERS' COMPENSATION:

The parties acknowledge that the State assumed responsibility for Court employees' workers' compensation for claims incurred after July 1, 2003.

COURT-RELATED SPECIAL REVENUE FUNDS ADMINISTERED BY COUNTY:

The County will administer the Criminal Justice Facilities Construction Fund and will disburse such funds only in accordance with applicable laws.

COURT-RELATED TRUST OR AGENCY FUNDS ADMINISTERED BY COURT:

In consideration of the foregoing and the mutual promises contained herein, the County and Court agree that the Court will administer the following trust funds subject to any and all requirements imposed by law. The Court will retain only that portion not required to be transmitted to other entities pursuant to applicable statutory provisions. Where allowed by law, interest earned on these fund balances shall be accrued and posted subject to the discretion of the Court.

Trust— Civil

Bail Trust— Criminal

Bail Trust — Truckee

Small Claims Fees (CCP 116.230, 116.570)

Small Claims Advisor Fees (CCP 116.260, 116.940)

Clerk's Court Order Deposit (CCP 1255.070)

ALL OTHER COURT REVENUE COLLECTIONS:

All revenue not previously identified within this agreement is to be collected and distributed by the Court as prescribed by law.

COLLECTION SERVICES:

The Court and the County will each operate collection departments independent of one another but in collaboration with one another to comply with the provisions of California Penal Code Section 1463.010. The Court and the County recognize the interdependent relationship and mutual benefits that exist with respect to the prompt, efficient and effective imposition and collection of fine, fee and forfeiture revenues. The Court and the County agree that such collections are important to ensure the appropriate respect for court orders and are a vital element of California's judicial system.

The Court and the County agree to cooperate in the exchange of information required to effect timely and efficient collections. Such cooperation shall include, but not be limited to, continued access to court and collection files, records necessary to implement collections, and the prompt and cooperative exchange of information as mutually agreed and not otherwise prohibited by law.

The County's fee for all dollars collected by the County on order of the Court will be 25% as per County Board of Supervisors Resolution 10-255 and will be billed to each payment at month end with the exception of Victim Restitution and Restitution Fund fines. The fee for collecting Victim Restitution will be applied and collected in accordance with Penal Code Section 1203.1 (I). The fee for collecting Restitution Fund fines will be applied and collected in accordance with Penal Code Section 1202.4 (I). All monies collected will be distributed in priority order in accordance with current provisions of law.

The County will provide a monthly collection deposit summary report to the court that includes all monies collected in the period and the distribution by revenue code.

The Court Executive Officer and the County Director of Child Support Services shall meet quarterly, or as often as necessary, to review and resolve any problems that have arisen in the cooperative collections process. The court and the County agree to act expeditiously and in good faith to resolve problems once they have been identified.

INDIGENT DEFENSE SERVICES:

Appointment and Compensation of Counsel:

In any case where a defendant cannot afford counsel as determined pursuant to Penal Code sections 987(a), (b), or (c), counsel shall be appointed. The court will appoint contracted counsel whenever reasonably possible. In the event no such counsel is available to accept appointment, or on the Court's finding, no contracted counsel is appropriate for appointment, the Court may

appoint non-contracted counsel. Court agrees to recommend non-contracted counsel to contract with the County for said services.

The Court agrees to award the standard hourly rate as it appears in the Court MOU Fee Schedule for services requested by contracted and non-contracted counsel. Any proposed changes to the standard hourly rate shall be reviewed by the Court and the County prior to adoption.

Appointment and Compensation of Investigators, expert witnesses and other ancillary services:

Subject to Penal Code Section 987.9, if appointed counsel seeks to receive compensation for services of others, counsel must petition the court before any such services are performed justifying that these services are "necessary expenses" to enable counsel to render legally adequate defense services. It is appointed counsel's responsibility to contract county approved investigators, expert witnesses and other ancillary providers. The Court agrees to award the standard hourly rate as it appears in the Court MOU Fee Schedule for services requested by contracted and non-contracted counsel, unless the Court, by order, determines a different rate is necessary for appropriate defense.

Invoice verification and processing:

The Court will provide to the County the verification and processing of appointed professional invoicing and will bill the County for this service based on actual hours worked. Costs will be the actual salary and benefit costs of Court staff performing this service and the Indirect Cost Rate Proposal (ICRP) approved by the Judicial Council.

These services include the verification of cases, court dates, court ordered amounts, rates, signatures, the reasonableness of the submitted charges based on criteria set forth in the contract between the service provider and the County of Nevada, other invoice related verification, and working with the service providers to address related issues.

Processing invoices will include data entry and creating accounts payable batches in the County's accounting system until an automated process can be developed. Once such a process is developed, the Court will provide the County with properly formatted data and the County will be responsible for the work involving the accounting system.

Section III: Other Provisions

INDEMNIFICATION:

The County and the Court each agree to indemnify, defend, and save harmless the other party and the other party's officers and employees, from and against claims and losses arising out of, or in any way related to, the indemnifying party's performance under this agreement, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

TERM:

This agreement shall be effective July 1, 2016 and end on June 30, 2019. However, unless either party gives written notice ninety days in advance of the new fiscal year or ninety days prior to June 30, 2016 this agreement shall automatically be renewed for successive one-year periods of

time upon the same terms and conditions as stated herein.

AMENDMENT:

Either party may propose an amendment of this Agreement prior to the termination date specified above, by providing written notice to the other party at least ninety (90) days prior to the effective date of the proposed amendment. In the event notice is given by the County that a certain service, in whole or in part, will no longer be provided, or notice is given by the Court that a certain service will no longer be utilized, the Court shall pay for all services utilized up to the date of termination of the services. Nothing here precludes the parties from amending this Agreement or Exhibit A (Fee Schedule) at any other time by mutual consent.

LEGISLATIVE CHANGES:

This agreement is subject to any future legislation that may alter or amend any provision contained herein.

SEVERABILITY

If any provision of this Agreement shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of the Agreement shall not be affected. The Court and County agree to meet in good faith to arrive at a mutually satisfactory replacement for such article or section.

The parties will use reasonable and good faith efforts to develop and implement an automated process for processing invoices. If the parties are unable to implement a mutually acceptable automated process, then the parties shall re-open this MOU for the purpose of re-evaluating and re-negotiating this subparagraph regarding Invoice Verification and Processing.

TERMINATION:

Except as provided in California Government Code Sections 77212(b) and 77212(c), either party may terminate all or any of the services under this Agreement by giving written notice to the other party in the manner specified under "Notices", below. Pursuant to GC 77212(b), such notice shall be given at least ninety (90) days prior to the end of the fiscal year, and shall be effective only upon the first day of the succeeding fiscal year.

NOTICES:

Any notices required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be delivered to:

If to County: County Executive Officer
950 Maidu Ave
Nevada City, CA 95959

If to Court: Court Executive Officer
201 Church Street
Nevada City, CA 95959

IN WITNESS WHEREOF, the County and Court have executed this agreement on the day and year set forth below.

DATED: 6-29-16

By: 
Honorable Dan Miller, Chair
Board of Supervisors
County of Nevada
State of California

DATED: 7-18-16

By: 
Honorable B. Scott Thomsen
Presiding Judge, Superior Court of California
County of Nevada
State of California

Exhibit A Fee Schedule

Indigent Defense	Rate
Contracted Attorney Fees	\$75 / hr
Non-contracted Attorney Fees	\$70 / hr
Investigators	\$40 / hr
Psychological Evaluations	\$100 / hr
Expert Witnesses	\$100 / hr
Transcription	\$25 / hr
Interpreters / Translators	\$35 / hr
Information Systems	Rate ***
Non-Contracted Services Rates FY16-17	
Desktop Services Technician/Network Analyst (per hour)	\$99
Applications Analyst (per hour)	\$128
Contracted Services FY16-17	
NEMO logins (per login per calendar quarter)	\$425
Telecommunications—remote connections	\$10,064
Finance Plus Accounts (per account, annually)	\$650
Telephone Support and Maintenance (Nevada City \$7,500; Truckee \$2,500)	\$10,000
<p>***All Information System services rates are subject to annual adjustments. The County will provide an updated rate schedule to the Court 90 days prior to the effective date of the rate change.</p>	