



RESOLUTION No. 23-607

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF NEVADA AND THE NEVADA COUNTY SUPERIOR COURT 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, the County of Nevada and the Nevada County Superior Court have operated with separate informal written agreements for such services; and

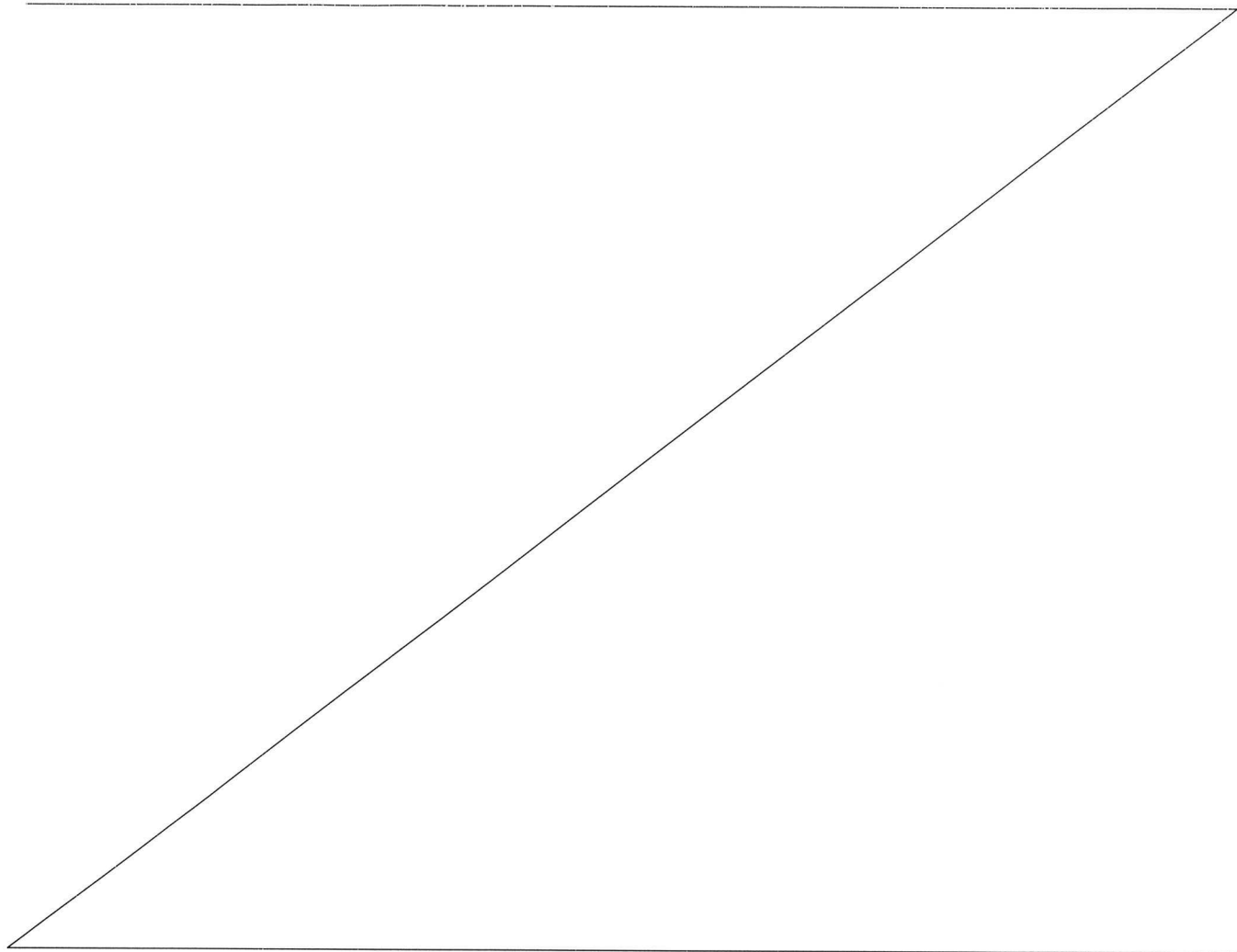
WHEREAS, in 2008, the Nevada County Superior Court and the County of Nevada entered into its first Memorandum of Understanding; and

WHEREAS, with the expiration of the 2019-2022 Memorandum of Understanding, changes to the current Memorandum of Understanding are warranted; and

WHEREAS, the term for this Memorandum of Understanding shall be effective on the date upon which all parties have signed and shall automatically be renewed for successive one-year periods, starting on July 1 each fiscal year; 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, 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 5th day of December, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

prev

By: *Heidi Hall, Deputy COB*

Edward C. Scofield
Edward C. Scofield, Chair

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF NEVADA AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF NEVADA**

PREAMBLE

The County of Nevada (“County”) and the Superior Court of California, County of Nevada (“Court”) enter into this Memorandum of Understanding (“MOU”) pursuant to Section 77212 of the Government Code. By this MOU, the County and the Court intend to formulate and maintain a cooperative working relationship that will effectively and efficiently support 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, as defined herein. The County, including its various departments, shall bill the Court for such services on a timely basis, or as specified 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 Exhibit A: 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 County and Court Executive Officers or designees and may sign and approve an amended fee schedule.

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 MOU 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 MOU 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.

Court Retiree Health Benefits:

As of July 1, 2015, the County will pay all retiree health benefits for the previously agreed upon Court retirees who retired on or before January 1, 2001 as identified in Exhibit C, including any minimum payment required by the Public Employees' Medical & Hospital Care Act (PEMHCA), 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.

CalPERS Pension UAL Contributions

The County and Court remain blended in the County's CalPERS plan. At the time of separation of the two entities, the pension programs with CalPERS and the associated liabilities were not separated and remain as one. Until such time a change is made with the Plan, the Court agrees to pay its share of the required CalPERS Unfunded Actuarial Liability (UAL).

The monthly UAL contribution amount is set forth in the CalPERS Miscellaneous Plan of the County of Nevada each year. Each entity shall calculate for their share for each biweekly payroll using the set percentage rate displayed in Footnote 2 on the report section titled Required Contributions. The amount will be remitted to the Auditor-Controller's office and be recorded in a separate account to track both receipt and expense of the UAL contribution. Auditor-Controller will remit the County and Court portion to meet the total required payment to CalPERS annually and the County will receive payments from the Court monthly to be reimbursed for the payment advanced.

The Auditor-Controller will reconcile the biweekly collections with the monthly payments to CalPERS on a quarterly basis to verify if adjustments are needed. A copy of the reconciliation will be provided to Court for its records. A final "true up" will occur following the last payroll of each entity for the fiscal year and any adjustments settled at that time.

AUDITOR-CONTROLLER SERVICES:

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

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 (now Judicial Council of California) 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 the JOA. Reimbursement for such costs shall be according to the terms of the JOA.

TREASURER-TAX COLLECTOR:

The County and Court agree that the Court has full responsibility for the court banking and related services. The County does not provide banking or related services to the Court. If requested, the Court will be charged the Treasurer & Tax Collector's Board of Supervisors adopted research fee when Treasury is requested to provide research services in excess of one hour per request.

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. Infrastructure—Shared Usage, Support and Maintenance

The Court and County may at times co-habit networking closets and server rooms and agree to use asset tags to identify each other's equipment in shared wiring closets. Both parties agree to engage in an initiative to separate equipment and cabling in shared networking closets and server rooms in accordance with best practices.

Court and County will maintain their own equipment and physical infrastructure in the support of their organization. Both parties agree to employ best practice security controls to the best of their ability over shared infrastructure and physical space, and the access control to both.

b. Voice and Data Lines—Shared Costs and Usage

Court and County maintain their own services and will maintain their own contracts and services in the support of their organization.

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 as indicated in Exhibit A.

d. Finance System Accounts

The County will provide Court access to the County's financial system for the purposes of Law Library accounting. The fees for such access shall be billed to the Law Library fund.

e. Non-Contracted Services

For any services performed by either party in addition to those described herein, the receiving party shall pay the rates as indicated in Exhibit A.

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. Wireless LAN

To minimize technology conflicts, Court will provide County access to the Court's cybersecure wireless LAN infrastructure on Court business days between the hours of 8:00 am and 6:00 pm at the Nevada County Courthouse, 201 Church Street, Nevada City, CA, and the Truckee Courthouse, 10075 Levon Avenue, Truckee, CA. The purpose is to provide County-owned client PCs, laptops, and other portable devices with access to the County LAN and applications needed in the performance of conducting business in the respective Courthouses.

- i. Court will provide wireless types 802.11 B/G/N
- ii. County will provide controller hardware and isolated network to enable access to secure County LAN from the Courthouse wireless infrastructure.
- iii. County will provide security mechanism (Radius server) for users/devices

attempting to authenticate/connect into County LAN via Court's WiFi infrastructure.

- iv. County will provide all technical support required by County-owned wireless devices in the connection to the Court wireless LAN.
- v. Subject to Judicial Council approval, Court agrees to expand the access point coverage upon request by the County under the condition that the County pay for Court- approved wireless access points and future licensing and maintenance costs.
- vi. Court reserves the right to implement Quality of Service (QoS) controls over access points to minimize the impact on Court operations.
- vii. Court retains the right to terminate any connections that it determines are in violation of the spirit of this MOU or in violation of Court Acceptable Use Policy.

h. Billing

The County will invoice the Court quarterly, 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. The County's provision of Court Security Services shall be governed by the terms set forth in the Parties' Court Security MOU.

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.

COLLECTION SERVICES:

The Court and the County will each operate collection programs independent of one another but in collaboration 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.

Collection Bank Account for Criminal Fines, Penalties, and Forfeitures

a. Bank Account Authorization

As authorized by California Government Code section 68085.9, the parties agree that the Court will deposit into a bank account, which has been established by the Judicial Council of California and which is separate from the County treasury, all money that is received by the Court and that is required by law to be deposited into the County treasury or with the County treasurer ("County Money").

b. County Money

County Money includes, but is not limited to, Sections 24353, 68085, 68085.5, and 68101 of the Government Code and Section 1463.001 of the Penal Code. Money collected pursuant to Government Code section 68085.1 shall be deposited as provided in that section. The bank account has been approved by the Judicial Council's Administrative Director.

c. Interest

As currently established, the interest accrued on the County Money will be apportioned 100% to the Court to offset the associated banking, administrative and collections costs.

d. Payment to County

By the 45th day following the end of each calendar month and by the 30th day following June 30 of each fiscal year, the Court will transfer to the County treasury all County Money deposited during that month in this separate account.

e. Payment Method

Each transfer will be made by EFT or ACH, dated no later than the applicable transfer date, or other transfer method agreed to by both parties.

f. Distribution Report

A distribution report will be provided to the County to support each payment. The Court Executive Officer or designee and the Chief Fiscal Administrative Officer for

Information and General Services Agency shall meet 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 shall appoint all cases requiring indigent defense services to the County Public Defender, even when no representative is present at the time of appointment. If a Public Defender or representative from the Public Defender's office is not in court and the Public Defender is appointed, a copy of the complaint/citation as well as the minutes showing the appointment will be provided. If Own Recognizance (OR) terms are ordered, the Court will also provide that order. All of this will be done by electronic service and within two (2) Court days of the appointment occurring.

In the event that the County Public Defender declares a conflict of interest, the Court shall assign conflicts to the County's contracted primary conflict counsel. In the event that contracted primary conflict counsel declares a secondary conflict, the court shall appoint qualified and reputable secondary conflict counsel at its discretion.

When outside secondary conflict counsel is appointed, the Court agrees to regularly award the standard hourly rate as it appears in Exhibit B: Indigent Defense Rates.

Any changes to the standard hourly rate shall be submitted to the County by providing a letter and an updated Fee Schedule from the Courts. Notwithstanding the foregoing, the Court retains the right pursuant to Penal Code section 987.2 to determine "a reasonable sum for compensation and for necessary expenses" as it deems appropriate.

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 ancillary services, 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. The Court agrees to award the standard hourly rate as it appears in Exhibit B: Indigent Defense Rates for services requested by appointed 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 secondary conflict 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, case tiers, court dates, court ordered amounts, rates, signatures, the reasonableness of the submitted charges, other invoice related verification, and working with the service providers to address related issues.

Processing invoices will include providing data in a format such that County staff can upload data into the County financial system for Accounts Payable processing.

Section III: Other Provisions

WAIVER OF PER CAPITA RISK ALLOCATION:

The parties waive the per capita risk allocation set forth in Government Code section 895.6. Instead, they agree if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, the parties' respective pro-rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.

TERM:

This MOU shall be effective on the date upon which all parties have signed. Unless either party gives written notice at least ninety (90) days in advance of the fiscal year, this MOU shall automatically be renewed for successive one-year periods, starting on July 1 each fiscal year, upon the same terms and conditions as stated herein.

AMENDMENT:

Either party may propose an amendment of this MOU by providing written notice to the other party at least ninety (90) days in advance. 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 MOU at any other time by mutual consent.

LEGISLATIVE CHANGES:

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

SEVERABILITY

If any provision of this MOU 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 MOU 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.

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 MOU 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 Avenue
Nevada City, CA 95959

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

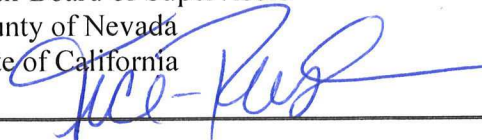
IN WITNESS WHEREOF, the County and Court have executed this MOU on the day and year set forth below.

DATED: 2/5/24

By: 

Honorable ~~Edward C. Scofield~~, Hardy Bullock,
Chair Board of Supervisors
County of Nevada
State of California

DATED: 23 January 2024

By: 

Honorable S. Robert Tice-Raskin
Presiding Judge, Superior Court
of California County of Nevada
State of California

Exhibit A: Fee Schedule

COUNTY COST ALLOCATION PLAN

- The County has traditionally not charged the Court for costs identified as Court responsibility in the Countywide Cost Allocation Plan. It is the intent of both County and Court to continue this practice, with costs for services provided to be billed directly through the terms of this MOU and the JOA.

FACILITIES MANAGEMENT

- Janitorial Services: Janitorial services shall be generally provided by third-party contractor. Reimbursement between the parties for said services shall be governed as follows.
 - Nevada City Courthouse and Annex: County shall reimburse the Court for the cost of third-party janitorial service that is applicable to the County-only space and the County’s proportionate share of common-area space. Common-area space distribution at the Nevada City Courthouse and Annex is defined as follows:

County	Court
34.5%	65.5%

- Truckee Joseph Center: Court shall reimburse the County for the cost of third-party janitorial service that is applicable to the Court-only space and the Court share of the common-area space. Common-area space distribution at the Truckee Joseph Center is defined as follows:

County	Court
70.68%	29.32%

- Other facility related services and service charges may be agreed upon by the County and the Court on an ad hoc basis as outlined in the Joint Occupancy Agreement.

INFORMATION SYSTEMS

Service	Rate *
Non-Contracted Services Rates FY23-24	
Desktop Services Technician/Network Analyst (per hour)	\$127
Applications Analyst (per hour)	\$140

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. From time to time either party may be called upon to provide incidental data, information, or efforts related to shared technology. Additional efforts or services over two hours outside of other identified services in this MOU may be billable and discussed as such.

COLLECTION SERVICES

- The County's fee for all dollars collected by the County on order of the Court will be 15% from the date of entry of the judgment. The fee for collecting Victim Restitution will be applied and collected in accordance with Penal Code section 1203.1d. The fee for collecting Restitution Fund fines will be applied and collected in accordance with Penal Code section 1202.4. All monies collected will be distributed in priority order in accordance with current provisions of law.

The County will provide a report to the Court of all Victim Restitution accounts that have been paid in full upon final payment from the debtor. The County shall remit via ACH all deposits credited to the Courts as directed by the Court on the 15th of each month for the presiding month's revenues. A summary report from the financial system will be provided.

This Fee Schedule shall be reviewed at least yearly and may be renegotiated and amended at any time by mutual agreement of the County Executive Officer and Court Executive Officer or designees and may sign and approve an amended fee schedule.

By: _____
County Executive Officer

Date: _____

By: _____
Court Executive Officer

Date: _____

Exhibit B: Indigent Defense Rates

Indigent Conflict Defense Rates (updated 1/26/23)	
Service	Rate
Attorney Fees – Tier 1 cases ¹	\$125 / hour
Attorney Fees – Tier 2 cases ²	\$105 / hour
Attorney Fees – Tier 3 cases ³	\$95 / hour
Attorney Fees – Tier 4 cases ⁴	\$85 / hour
Juvenile Cases ⁵	
Investigators	\$50 / hour
Psychological Evaluations	\$125 / hour
Expert Witnesses	\$100 / hour
Transcription	\$25 / hour
Interpreters /Translators	\$45 / hour
Travel Rate ⁶	\$85 / hour
Case Tier Definitions:	
<p>¹ Tier 1: All crimes listed in 667(e)(2)(C)(iv), specifically:</p> <ul style="list-style-type: none"> (I) A “sexually violent offense” as defined in subdivision (b) of Section 6600 of the Welfare and Institutions Code . (II) Oral copulation with a child who is under 14 years of age, and who is more than 10 years younger than he or she as defined by Section 288a , sodomy with another person who is under 14 years of age and more than 10 years younger than he or she as defined by Section 286 , or sexual penetration with another person who is under 14 years of age, and who is more than 10 years younger than he or she, as defined by Section 289 . (III) A lewd or lascivious act involving a child under 14 years of age, in violation of Section 288 . (IV) Any homicide offense, including any attempted homicide offense, defined in Sections 187 to 191.5 , inclusive. (V) Solicitation to commit murder as defined in Section 653f . (VI) Assault with a machine gun on a peace officer or firefighter, as defined in paragraph (3) of subdivision (d) of Section 245 . (VII) Possession of a weapon of mass destruction, as defined in paragraph (1) of subdivision (a) of Section 11418 . (VIII) Any serious and/or violent felony offense punishable in California by life imprisonment or death. 	

² **Tier 2:** All felonies as defined in Penal Code section 667.5 not listed in Tier 1; AND all other felonies carrying a maximum exposure of ten years or more; OR a combination of felonies, and/or combination of felonies and special allegations carrying a maximum exposure of ten years or more.

³ **Tier 3:** All felonies, including all violations of felony supervision, that are not described by Tiers 1 or 2; AND/OR any misdemeanor that requires registration as a sex offender.

⁴ **Tier 4:** All other cases not defined by Tiers 1, 2 or 3, and all Probate Conservatorships.

⁵ Juvenile case rates will be determined using the maximum exposure as if the minor was charged as an adult

⁶ Actual travel time may be billed for any attorneys traveling from the west of the intersection of I-80 and State Highway 20 to the Truckee courthouse for in-person appearances. Actual travel time may only be billed once per day and at a rate of \$85 per hour. Notwithstanding the foregoing, an attorney whose primary working location is more than 25 miles away from the courthouse where in person services are provided may bill for actual travel time incurred, from their primary working location, once per day at a rate of \$85 per hour. When invoicing for travel time, travel must be listed as a separate line item on a per-day basis and cannot be billed partially for multiple cases.

Exhibit C: Court PEMHCA Retirees

The names below reflect those retired Court employees who will receive retiree health benefits paid by the County according to MOU section titled "Court Retiree Health Benefits" as of 10/1/2023.

- Blanton, Mary
- Carli, Paula
- Harper, Patricia
- Jones, Barbara