



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

**AND**

**THE COUNTY OF ORANGE**

**(COURT TO COUNTY PROVIDED SERVICES)**

**AGREEMENT # ~~SC3982~~551986**

**COMMENCES: JULY 1, ~~2013~~2014**

**TERMINATES: JUNE 30, ~~2014~~2015 (automatically renews thereafter)**

**MEMORANDUM OF UNDERSTANDING  
FOR THE PROVISION OF SERVICES  
BY THE COURT TO THE COUNTY**

This Memorandum of Understanding (MOU) is made and entered into by and between the Superior Court of California, County of Orange (“Court”) and the County of Orange (“County”).

**RECITALS**

WHEREAS, the County is required to provide certain services described in this agreement and in the exhibits thereto, and the Court is in the unique position to provide these services; and

WHEREAS, Court is willing and able to provide the same services to County, and County agrees to pay Court for said services; and

NOW, THEREFORE, the parties hereto agree as follows:

**I. PURPOSE**

This MOU, including the Attachments A through ~~GH~~, outlines the understanding between Court and the County related to the provision of certain services by the Court to the County.

**II. TERM**

This MOU for Services provided by Court to County will commence on July 1, 2014. The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII.VII.

~~The services provided will commence July 1, 2013. The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU.~~

**III. DESCRIPTION OF SERVICES**

The County requests the Court perform the following services, which are individually described in the referenced attachments.

<u>Program</u>	<u>Attachment</u>
1. Alternate Defense .....	A
2. Custodial Services .....	B
3. Detention Release .....	C

4. Grand Jury .....	D
5. Juvenile Justice Commission .....	E
6. Building Key Cards.....	F
7. Human Resources <u>and Other</u> Services .....	G
8. Grand Jury Transcripts.....	H
9. <del>Separate Collections Bank Account.....</del>	<del>I</del>
<u>10. Collection Services.....</u>	<u>J</u>
<u>11. Case Management Systems .....</u>	<u>K</u>

**IV. RESPONSIBILITIES**

The Court shall provide the services at the levels specified and defined in Attachments A through G. The Court shall allocate the resources and perform the responsibilities set forth in Attachments A through ~~G~~H~~K~~. The provision of services under this MOU shall be under the administrative supervision and direction of the Court Chief Executive Officer on behalf of the Court and the County Executive Officer on behalf of the County.

The employees utilized and/or employed in connection with the providing of said services under this MOU shall be employed by the Court, not the County, notwithstanding the fact that the County agrees to reimburse the Court for much of the employment costs to be incurred by the Court in connection with providing such services.

To the extent the Court employees utilized and/or employed in connection with providing said services are also considered employees of the County for workers' compensation or other purposes, it is agreed that the Court will provide, and in fact does provide, legally sufficient workers' compensation coverage for all employees which are the subject of this MOU. This agreement to provide worker's compensation coverage for said employees is made pursuant to California Labor Code section 3602(d) and shall remain in full force and effect during the duration of the employment.

All records generated by or because of the agreement shall become and remain the property of Court. County shall be entitled to make and retain copies of such records or to obtain copies of such records from Court.

**V. COMPENSATION FOR SERVICES**

In consideration for the services provided to the County by the Court, the County agrees to compensate the Court at the rates established in Attachments A through ~~G~~K~~H~~, which are part of this MOU. The Court services cost shall include salaries, wages, and other elements of compensation and benefits, payouts and other related costs. Written notice of annual cost shall be given to County on or before ~~March 4~~ March 15 for the following fiscal year. Mutual agreement of said charges for services shall occur in a timely

manner so that both parties have sufficient time to give proper notice of termination in the event an agreement is not reached.

County shall compensate Court for all services rendered as detailed in Attachments A-~~GHG~~~~K~~ through the invoice billing method. An invoice shall be defined as a written request from the Court to the County for payment and shall provide the description, price and quantity of goods, property or services delivered or rendered in accordance with the terms of the MOU provided by Court to County as follows:

An invoice with supporting documentation shall be issued to County within five (5) working days of the 15<sup>th</sup> day following the month of services rendered and shall be paid within thirty (30) days of the date of the invoice. Invoices received six (6) or more working days after the 15<sup>th</sup> day following the month of service rendered shall be paid thirty (30) days of the date of the invoice. All invoices should be provided to the County within 90 days following the month of services. Any invoices submitted past 90 days will be subject to County's financial ability to pay.

The parties agree to act in good faith and to use their best efforts to resolve all questions regarding invoices within thirty days following County's notification to Court.

Enhanced routine backup documentation beyond that customarily submitted will be provided by mutual consent of the service provider (Court) and County, at County's expense. However, nothing in the above shall limit the County's right to request and receive from the Court, additional supporting information from a service department for billings that contain significant, unexplained anomalies that are inconsistent with the annual usage and expected cost plan for that given service. Any such additional information required shall be provided at County expense. Should any service become the subject of an audit, the Court and County shall agree upon appropriate audit procedures and testing. Court shall retain backup records for normal retention periods as defined in the Court records retention schedules unless otherwise agreed to with the County.

The County will be invoiced for any service requests generated and not included in Attachments A to ~~GHG~~~~K~~.

## **VI. CHANGES, EXTRA WORK, AMENDMENTS**

Neither party shall make changes to this MOU without the other's written consent. Such changes shall be incorporated into an amendment to be signed by both parties before becoming effective. Said amendment may be issued by the Court's Chief Executive Officer and the County Executive Officer if the changes are merely ministerial, but will be subject to approval of the Court's Presiding Judge as well as the County's Board of Supervisors if material changes are involved.

## **VII. TERMINATION**

Either party may terminate the provision of all or any of the services under this MOU by giving notice to the other party in the manner specified this paragraph. Such notice shall be given at least 90 days prior to the end of the fiscal year and shall become effective only upon the first day of the succeeding fiscal year.

After receipt of a Notice of Termination, and except as otherwise agreed:

1. The Court shall no longer be obligated to perform the services required of it under this MOU on the date specified and to the extent specified in the Notice of Termination even if County should thereafter request that said services be performed.
2. Upon termination, County agrees to pay Court for all services performed to the date of termination, as well as services rendered during any transition to a new service provider.
3. It is understood and agreed to by and between the parties to this MOU, that a change of Presiding Judge or a member of the Board of Supervisors during the term of this agreement shall in no way be construed to affect the enforceability, nor cause a termination, of the MOU.

#### **VIII. DELEGATION AND ASSIGNMENT**

Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, obligations undertaken by Court pursuant to this MOU may be carried out by means of subcontracts, provided such subcontracts are approved in writing by County, meet the requirements of this MOU as they relate to the service or activity under subcontract, and include any provision that County may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this MOU. County may not assign its rights hereunder, in either whole or in part, without prior written consent of the Court.

#### **IX. INDEMNIFICATION**

- a. The parties waive pursuant to Government Code section 895.4 the pro rata (per capita) risk allocation provided by Government Code section 895.6.
- b. Each party shall defend, indemnify, and hold the other party harmless, to the maximum extent permitted by law, from claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of its duties or obligations, or that of its officers, judicial officers, judges, subordinate judicial officers, board members, employees, representatives, or agents under this MOU, or its negligence or willful misconduct.

#### **X. INDEPENDENT CONTRACTOR**

Court, with its departments as its agents, shall perform this MOU as an independent contractor, exercising due care and providing the services with such skill as is

customary for providers of such services. Court and the officers, agents and employees of Court are not, and shall not be deemed to be, County employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to County employees. Court shall determine, at its own risk and expense, the method and manner by which the duties imposed on Court in general by this MOU shall be performed. County shall not deduct or withhold any amounts whatsoever from the reimbursement paid to Court, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. Court alone shall be responsible for all such payments.

## XI. NOTICE

Where required to be given under this MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

Court's address: Superior Court of California, County of Orange  
Court Executive Office  
700 Civic Center Drive West  
Santa Ana, CA 92701-1994

With a copy to: Superior Court of California, County of Orange  
~~Sherry Clifford~~ Deborah Coel, Senior Contracts  
Officer Administrator  
700 Civic Center Drive West  
Santa Ana, CA ~~92702~~92701-1994

County's address: County of Orange  
County Executive Office  
333 West Santa Ana Boulevard  
Santa Ana, CA 92701

## XII. QUALITY ASSURANCE

If the Court fails to perform any of the service levels under this MOU based upon a reasonable standard of care, the Court shall within 30 days of receipt of notice from the County develop and implement a Corrective Action Plan and report such plan to the County. If the Corrective Action Plan fails to materially resolve the problem within a reasonable time, a period deemed to be not less than sixty (60) days, after implementation, the County may escalate resolution of the problem by requesting a resolution meeting between the County Executive Officer and the Court Chief Executive Officer. This procedure shall be the County's sole and exclusive remedy in connection with any failure of the Court to meet the service levels contained in this MOU.

### **XIII. DISPUTE RESOLUTION**

Whenever County and Court disagree as to any matter governed by this MOU, the dispute resolution process discussed in this Section shall govern. Until the dispute is resolved, Court shall continue to provide the services and County shall continue to make payment for the non-disputed portion of each invoice.

If after 30 days, Court and County cannot resolve any dispute; either party may give the other party a written request for a meeting between the Court Chief Executive Officer and the County Executive Officer for the purpose of resolving a disagreement between the parties. If such meeting is requested, the meeting shall be held within ten business days of the receipt of such request.

If after the meeting between the Court Chief Executive Officer and the County Executive Officer the dispute between the parties is not resolved, the dispute shall be submitted to non-binding mediation in the City of Santa Ana, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If a dispute between the parties regarding the interpretation or performance of this MOU is not resolved by non-binding mediation, either party may bring legal action to interpret or enforce this MOU.

### **XIV. CONFIDENTIAL INFORMATION**

Each party may disclose the other party's Confidential Information on a "need to know" basis to its own employees that are working on a project, or its own employees who are involved in the Work under this MOU. Additionally, each party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this MOU.

### **XV. NEGOTIATED INSTRUMENT**

This MOU was negotiated between the Court and County, and neither party "prepared" this MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

### **XVI. ENTIRE AGREEMENT**

This MOU contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this MOU.

### **XVII. COMPLIANCE WITH LAW**

Notwithstanding any provision to the contrary contained in this MOU, the parties agree that no provision of this MOU shall require any party to violate any applicable statute, rule of law or regulation.

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**XIV. AUTHORIZED SIGNATORIES**

Both parties to the agreement represent that the signatories executing this document are fully authorized to enter into this agreement.

Superior Court of California, County of Orange

County of Orange

ALAN CARLSON  
Chief Executive Officer  
~~HON. THOMAS J. BORRIS~~  
~~Presiding Judge~~

MICHAEL B. GIANCOLA  
County Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT A – Alternate Defense

### ALTERNATE DEFENSE

#### I. SCOPE OF SERVICES

Penal Code Section 987.2(a) provides that “in any case in which a person, including a person who is a minor, desires but is unable to employ counsel, and in which counsel is assigned in the superior court to represent the person in a criminal trial, proceeding, or appeal, the following assigned counsel shall receive a reasonable sum for compensation and for necessary expenses, the amount of which shall be determined by the court, to be paid out of the general fund of the county.”

The Alternate Defense program provides legal and ancillary services for indigent clients utilizing private vendors for cases in which the Public Defender’s Office declares a conflict of interest or is otherwise unavailable. Ancillary services may include, but are not limited to, psychological evaluations and investigative services.

~~The services to the Court~~ The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII/VII.

#### II. COST OF SERVICES

~~In 2013-14/2014-15, the~~ County shall reimburse the Court for costs incurred by the Program. ~~Written notice of annual cost shall be given to County on or before March/April 1/March 15 for the following fiscal year.~~ For 2013-14/2014-15, the budgeted amount is \$5,783,939/6,325,450/5,587,360. Any additional funding will require approval by the Board of Supervisors. The County ~~will continue to~~ may review Alternative Defense costs ~~with a Committee~~ to find alternatives to reduce the overall program cost.

~~The Committee members will include staff members from the Court, the County District Attorney Department, the County Public Defender Department, and the County Executive Office.~~

The County estimates Alternative Defense costs in ~~2013-14/2014-15~~ to be approximately \$~~6,325,450/5,587,360~~. This amount includes estimated salary and benefit costs for ~~1 Senior Administrative Analyst and 2.5 Senior Accounting Assistants~~ 3.5 FTE who perform the accounts payable and any other necessary office functions related to the Alternate Defense program. Staff will code their time, as applicable, to the Alternate Defense program (project no. N166), which will be the basis for invoicing actual salary and benefit costs.

Written notice of annual cost shall be given to County on or before March 15 for the following fiscal year.

Professional services to be reimbursed by the County include the following:

~~FY Final 14-15 Exhibit 2 Court Serv Court Provided Services Redline 6-5-2014.doc Final 14-15 Exhibit 2 Court Serv Court Provided Services Redline 6-5-2014.doc 14-15 Exhibit 2 Court Serv Court Provided Services Final Redline 6-5-2014.doc 14-15 Exhibit 2 Court Serv Court Provided Services MOU Final Redline 6-5-2014.doc~~

## ATTACHMENT A – Alternate Defense

- Court-appointed counsel, investigative and other ancillary services for adult criminal, family law, and probate cases;
- Court-appointed counsel, psychological evaluations, investigative and other ancillary services for juvenile delinquency cases, as specified in Welfare and Institutions (W&I) Code 602; and
- Psychological evaluations, investigative and other ancillary services for juvenile dependency cases, as specified in W&I Code 300.

### III. PAYMENT PROCESS

Payment for the Alternate Defense services detailed in Section II of this attachment shall be made via the invoice billing method as specified in Section V of the MOU.

## ATTACHMENT B – Custodial Services

### CUSTODIAL SERVICES

#### I. SCOPE OF SERVICES

The County and the Administrative Office of the Court (AOC) have entered into Transfer Agreements (TA) and Joint Occupancy Agreements (JOA) with respect to the court facilities commonly known as the Central Justice Center, North Justice Center, West Justice Center, Lamoreaux Justice Center, Juvenile Hall/Court Computer Systems Modular Building, and Harbor Justice Center which are located in Orange County, California. (together, the “Court Facilities”). The JOA specifies the County “Exclusive-Use Areas” occupied by County Departments and the “Common Areas.”

The Court will provide routine custodial services for the all Court Facilities, which includes Court exclusive-use areas, County exclusive-use areas and Common Areas.

The Court provides routine custodial services for the Central Justice Center (CJC) with in-house staff. The level of custodial services at CJC will include daily vacuuming, mopping floors, emptying of trash cans, and cleaning restrooms.

The Court contracts for routine custodial services at all other Court facilities. The level of custodial services at these other Court Facilities will be Full Service including vacuuming, mopping floors, emptying of trash cans, and cleaning restrooms. Pending budgetary issues, the Court may, at any time, return to its past service level of providing Reduced Service at these facilities, which includes emptying of all trash cans and cleaning of all restrooms.

~~The services to the Court~~ The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII/VII.

#### II. COST OF SERVICES

For all Court Facilities, the County’s share of the custodial cost is based on the County’s exclusive-use area percentage in the Joint Occupancy Agreements for each Court facility.

<b>Facility/Occupancy %</b>	<b>Court / AOC</b>	<b>County</b>
HJC, Newport Beach	84.32%	15.68%
WJC, Westminster	90.68%	9.32%
NJC, Fullerton	90.31%	9.69%
Juvenile Hall/Court Computer Systems Modular Building (LJC), Orange	54.37%	45.63%
LJC, Orange	79.95%	20.05%

## ATTACHMENT B – Custodial Services

CJC, Santa Ana	91.17%	8.83%
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Written notice of annual cost shall be given to County on or before ~~March 4~~ March 15 for the following fiscal year.

In ~~2013-14~~2014-15, the County's share of cost for custodial services is estimated at \$~~316,446~~327,894294,752. This amount includes \$~~216,602~~2192,49425,636 for CJC custodial services and supplies and \$~~99,844~~102,158 for other Court Facilities custodial services and supplies.

Non-routine custodial services, including outsourced services, may be performed by the Court at the County's request. The actual cost for those services shall be billed to the County.

### III. PAYMENT PROCESS

Payment for the actual cost of custodial services provided by the Court shall be made via the invoice billing method as specified in Section V of the MOU.

## ATTACHMENT C – Detention Release

### DETENTION RELEASE

#### I. SCOPE OF SERVICES

Pursuant to Penal Code 1318.1(a), which states, “a court, with the concurrence of the board of supervisors, may employ an investigative staff for the purpose of recommending whether a defendant should be released on his or her own recognizance,” there is in the Court a Detention Release Program.

The Court’s Detention Release Program shall provide the following services:

- Conduct pre-arraignment interviews and in-office investigations of the character and financial status of in-custody defendants, as authorized by a magistrate, to determine suitability and approve pre-trial release on own recognizance or bail reduction
- Determine eligibility for representation by Public Defender
- Present bail and release recommendations to the Court
- Perform bail reviews after Grand Jury indictments
- Facilitate phone contact with the Court’s On-Call Magistrate Program

The services provided by the Court at the Orange County Sheriff’s Department Intake Release Center (IRC) will accommodate work stations for two Detention Release Officers. The work space should provide adequate space for multiple computer systems, printers, office supplies and writing space. Additionally the work space should include two interview windows for male defendants and one interview window for female defendants.

~~The services to the Court~~ The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section ~~VIII~~ VII.

#### II. COST OF SERVICES

In ~~2013-14~~2014-15, the total Detention Release Office budget is \$1,617,700 ~~\$1,487,828~~1,883,701. Written notice of annual cost shall be given to County on or before ~~March~~April March 15 for the following fiscal year. This amount includes salary and benefit costs for the equivalent of 13.02 full-time staff and two (2) extra-help staff (excluding workers’ compensation). The budget allocation includes bilingual shift-differential, holiday compensation, overtime cost, and other services and supplies. Staff will code ~~there~~their time, as applicable, to the Detention Release Program (project no. N485), which will be the basis for invoicing actual salary and benefit costs.

#### III. PAYMENT PROCESS

Payment for the Detention Release services detailed in this attachment shall be made via the invoice billing method as specified in Section V of the MOU.

## GRAND JURY

### I. SCOPE OF SERVICES

The County of Orange is required by law to impanel a grand jury of 19 members who serve a term of one year. This body is mandated to investigate and report on both criminal and civil matters within the county. The major functions of the Grand Jury are divided into criminal indictments and civil investigations.

The civil responsibilities of the Grand Jury include the examination of all aspects of county government, including special districts, to ensure the County is being governed honestly and efficiently and County monies are being handled appropriately. The Grand Jury is mandated by law to inquire into the conditions and management of public jails. Investigations may be conducted on public agencies, the administration, and affairs of any city within the County, or to examine books and records of redevelopment successor agencies. It is also appropriate for any private citizen, County official, or employee to present a written complaint to a Grand Jury for investigation.

During its term, the Grand Jury may select the government affairs that it wishes to investigate. These investigations are conducted by Grand Jury committees in cooperation with the departments and agencies of the County. Committees may ask for support and advice from Superior Court, District Attorney's office, County Counsel, or outside consultants.

On the last day of the year of service, the Grand Jury is required by law to submit all final reports to the Presiding Judge of the Superior Court. These reports, with appropriate recommendations, include all studies and investigations conducted by the Grand Jury during its term. Each County entity investigated receives a copy of its individual report with a stipulation that response to findings/recommendations be made by the responsible governing body.

~~The services to the Court~~ The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII/VII.

### II. COST OF SERVICES

In ~~2013-14~~2014-15, the total Court Grand Jury budget is ~~\$201,570~~163,260~~509,549~~163,260. Written notice of annual cost shall be given to County on or before ~~March 4~~ March 15 for the following fiscal year.

~~The County shall reimburse the Court for costs incurred by the Grand Jury up to the amount of \$201,570.~~ This amount includes salary and benefits costs for Court staff, court reporter services, training, professional services to include investigative services grand juror and general office expenses. This does not include the cost for Grand Jury

## ATTACHMENT D – Grand Jury

Transcripts; however, these costs are included in Attachment H. –The County staff provides information technology services to Grand Jurors. Court will not provide such services or bill County for information technology services.

~~The workers' compensation for Court employees supporting the Grand Jury services will be paid by the Courts and reimbursed by the County.~~

~~The County will be responsible to provide workers' compensation for all 19 Grand Jury members. The workers' compensation for the Grand Jury members will be paid directly by the County.~~

The County is responsible to pay for some Grand Jury costs directly, such as estimated per diem and mileage for Grand Jurors (\$~~292,000~~305,135), ~~printing (\$5,000), telecommunications (\$6,000)~~, Information Technology Services (\$~~12,500~~39,193), and Workers' Comp for 19 Grand Jury members (\$~~2,096~~1,961), which by law shall be paid by the County Treasurer out of the County's General Fund.

Although FY 14-15 Budget includes per diem reimbursement at the current rate, this may change if the Board of Supervisors approves any ~~reduction~~change to the ~~in~~ per diem reimbursements.

~~The total FY 2013-14/2014-15 Grand Jury Budget is \$519,166, which include \$201,570 for the reimbursement of services provided by Court and \$317,596 for services paid directly by the County.~~

The workers' compensation for Court employees supporting the Grand Jury services will be paid by the Courts and reimbursed by the County. The County will be responsible to provide workers' compensation for all 19 Grand Jury members. The workers' compensation for the Grand Jury members will be paid directly by the County.

Per Penal Code 914.5, "the Grand Jury shall not spend money or incur obligations in excess of the amount budgeted for its investigative activities...unless the proposed expenditure is approved in advance by the Presiding Judge of the Superior Court after the Board of Supervisors has been advised of the request."

### III. PAYMENT PROCESS

Payment for the actual Grand Jury Program, excluding grand juror mileage and per diem shall be made via the invoice billing method as specified in Section V of the MOU. All invoices shall be accompanied by supporting documentation.

Pursuant to Penal Code 890.1, the per diem and mileage of grand jurors where allowed by law shall be paid by the County Treasurer out of the County General Fund upon warrants drawn by the County Auditor upon the written order of the judge of the Superior Court.

## ATTACHMENT E – Juvenile Justice Commission

### JUVENILE JUSTICE COMMISSION

#### I. SCOPE OF SERVICES

Per W&I Code 225, “in each county there shall be a juvenile justice commission consisting of not less than seven and no more than 15 citizens,” including two youth members. The commissioners are appointed by the Presiding Judge of the Superior Court, with the concurrence of the Presiding Judge of the Juvenile Court. The Commission inquires into the administration of the juvenile court law, and conducts inspections of publicly administered institutions that house juveniles and the operation of group homes that serve wards or dependents of the juvenile court. The Committee prepares written reports and recommendations for the Presiding Judge of the Juvenile Court.

~~The services to the Court~~ The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII/VII.

#### II. COST OF SERVICES

In ~~2013-14~~ 2014-15, the estimated cost for the Juvenile Justice Commission is ~~\$171,457~~ 167,713 ~~187,419~~. Written notice of annual cost shall be given to County on or before ~~March~~ April 1 ~~March 15~~ for the following fiscal year. Costs to be reimbursed will be done at actual costs and include salary and benefit costs for 1.3 staff, and related services and supplies.

#### III. PAYMENT PROCESS

Payment for actual Juvenile Justice Commission costs shall be made via the invoice billing method as specified in Section V of the MOU.

## ATTACHMENT F – Building Key Cards Services

### Building Key Cards Services for County

#### I. SCOPE OF SERVICES

The County and the Administrative Office of the Court have entered into Transfer Agreements (“Transfer Agreements”) and Joint Occupancy Agreements (“JOAs”) with respect to the court facilities commonly known as the North Justice Center, West Justice Center, Central Justice Center, Civil Complex Center, Lamoreaux Justice Center, Juvenile Hall/Court Computer Systems Modular Building, Harbor Justice Center, ~~Harbor Justice Center Laguna Hills Facility~~, and Community Court which are located in Orange County, California (together, the “Court Facilities”). The JOAs specify the County “Exclusive-Use Areas” occupied by County Departments/Agencies and the “Common Areas.”

The responsibility for Court Facilities has transferred from the County to the State, including the facilities and specified equipment, including the key card access system and including any future maintenance or replacement of the system as necessary or appropriate, all as specifically identified in Attachment B. The State Administrative Office of Courts (AOC) is responsible for providing Building Maintenance for Common Areas and Court Exclusive-Use Areas. The Court Facilities are jointly occupied by the Courts and the County per the terms of the JOAs. The AOC has delegated management of building security including the Key Card Access System to the Superior Court.

The Court agrees to operate and maintain the entire key card access system including but not limited to the key card access database, servers, network, computers, controllers, wiring, key card readers and door hardware. The County shall be responsible for issuing all Key Cards and Photo Identification Cards (IDs) for County personnel and County-authorized contractors requiring access to Court Facilities. County Key Cards/Photo IDs are currently issued by OC Public Works/Facilities Operations, Probation Department, Sheriff-Coroner and County Executive Office/Information Technology and Key Access Cards shall continue to be available to these County employees as needed.

Upon written request by individual County Departments/Agencies occupying or requiring access to the Court Facilities via email to [CJCFacilitiesManagement@occourts.org](mailto:CJCFacilitiesManagement@occourts.org), the Court shall read the County-issued Key Card/Photo ID to determine its card code (proximity code and/or magnetic stripe code) and program the Key Card Access database to provide the required access for the individual Key Card. At County expense, the Court shall encode the magnetic stripe on the County-issued Key Card/Photo ID if necessary. The Court shall also install any new Key Card Readers in County exclusive areas required by the County as requested in writing by County Departments/Agencies. County Departments/Agencies shall submit written requests to the Court via email to [CJCFacilitiesManagement@occourts.org](mailto:CJCFacilitiesManagement@occourts.org) which shall include:

## ATTACHMENT F – Building Key Cards Services

employee/contractor name, department/agency or Company, required access levels, hours of access, and justification for need of afterhours access to Court Facilities.

For any new Key Cards created by the Courts for Court employees/contractors, the Court shall order key card stock with a different Facility Code than the code currently used by the County in order to avoid potential conflicts. The Court shall confer with the County prior to making changes to the configuration of the access levels and hours of operation that will affect county employees and/or contractors which were in effect at the time the Key Card Access System was transferred to the Court for the building exterior, Common Areas and/or County Exclusive-Use areas. The Court shall meet and confer with the County prior to changing the Key Card operating system/software or making any other changes that would materially affect the operability of County-issued Key Cards/Photo IDs.

In addition to the provisions of Section VII, TERMINATION of this MOU, upon termination, the Court shall provide the County a complete card access database for County exclusive use areas for those County employees, contractors and County agents with access to the County's exclusive use areas to include employee name, Agency/Department, card code (proximity code and/or magnetic stripe code) access levels and hours of access. The Court shall be responsible for ensuring that County employees, contractors and its authorized agents with access at the point of termination continue to have the same level of access to court facilities, common areas and path of travel to and between the County exclusive use areas. Any changes to access levels or additional access requests by the County shall only be made upon written agreement for costs of services rendered.

~~The services to the Court~~ The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII/VII.

### II. COST OF SERVICES

Requests for services will be billed for actual time spent and will vary based on the nature of the request. Materials will be billed at actual costs.

### III. PAYMENT PROCESS

In consideration for the services provided to the County by the Court, the County agrees to compensate the Court. Payment for the services provided under this attachment by the Court shall be made via the invoice billing method as specified in Section V of this MOU.

## ATTACHMENT G – Human Resources and Other Services

### Human Resources and Other Services

#### I. SCOPE OF SERVICES

The Court, at the County's discretion, will temporarily assign staff to perform county services for agencies or departments as determined by the County. Court Human Resources will work with the County's designee(s) to coordinate filling County staffing needs with Court employees who meet the County's minimum qualifications, participate and assist in any meet and confer with applicable labor organizations, and other related tasks as determined by the County. Court employees assigned to perform services for the County will remain Court employees for all purposes including benefits coverage, and will continue to be covered by terms and conditions of employment as provided by the applicable MOU and Performance Planning and Review.

~~Human Resources (HR) services including but not limited to consulting with appropriate County staff in order to conduct recruitments, design and administer job related selection processes, conduct job analyses, classification studies, and process associated HR-related transactions, and or other HR services for agencies or departments as determined by the County.~~

~~The services to the Court~~ The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII/VII.

#### II. COST OF SERVICES

~~In 2013-14/2014-15, the~~ The County shall reimburse the Court for actual costs including salaries and benefits. The actual costs may include but are not limited to: Court Staff will code their time, as appropriate, to the applicable job code as determined by the County, which will be the basis for invoicing actual salary and benefit costs. ~~The estimate cost for services does not include any indirect costs.~~

- A. The compensation ~~made~~ paid to the employees while they work on County assignments, including vacation or sick leave used by the employee. If the employee takes leave more than the yearly accrual amount, the County has discretion to terminate the employee's assignment and return the employee to the Court.
- B. The overtime incurred by the employees during County assignments. The Court shall bill the County for overtime worked by Court staff assigned to the County when the employee uses the compensatory time or cashes out the compensatory time. If the employee fails to use the compensatory time or cash it out by the end of this contract term, the Court shall bill the County for the overtime at that time.
- C. Any expenses incurred ~~in~~ related to the County assignments including but not limited to travel and training costs.

## ATTACHMENT G – Human Resources and Other Services

The workers' compensation for Court employees supporting Human Resources and Other Services will be paid by the Courts and reimbursed by the County.

### III. PAYMENT PROCESS

Payment for ~~the Human Resource~~ services and costs detailed in ~~Section II~~ of this attachment shall be made via the invoice billing method as specified in Section V of the MOU.

## **ATTACHMENT H – Grand Jury Transcripts**

### **Grand Jury Transcripts**

#### **I. SCOPE OF SERVICES**

The County of Orange is required by law to impanel a grand jury of 19 members who serve a term of one year. This body is mandated to investigate and report on both criminal and civil matters within the county. The major functions of the Grand Jury are divided into criminal indictments and civil investigations. Whenever criminal causes are being investigated before the grand jury a transcript of the grand jury proceedings, including the testimony of witnesses shall be prepared. Under California Penal Code 938.3, Court reporter costs are charges against the County for an indictment hearing and with charges to be paid from the County Treasury.

~~The services to the Court~~The services to the County will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII/VII.

#### **II. COST OF SERVICES**

The cost of Grand Jury transcripts is estimated to be \$20,000. The County shall reimburse the Court for actual cost of Grand Jury transcripts. The cost for transcripts will be included within the Trial Court budget control 081.

#### **III. PAYMENT PROCESS**

Payment for the services detailed in Section II of this attachment shall be made via the invoice billing method as specified in Section V of the MOU.

## **ATTACHMENT I – Separate Banking Accounts**

### **SEPARATE COLLECTIONS BANK ACCOUNT**

#### **I. SCOPE OF SERVICES**

~~The purpose of this Attachment is to set forth the understanding between the Court and County as to how money (including any interest earned on such money), which is deposited into bank accounts by the Court, separate from the County Treasury, is to be transferred to the County and the timing of such transfers.~~

#### **II. COUNTY CONSENT FOR SEPARATE BANK ACCOUNT**

~~As authorized by California Government Code section 68085.9, the Court will deposit into bank accounts, which have been established by the State Administrative Office of the Courts (“AOC”) and which are separate from the County treasury, all money that is collected through the Juvenile Court in relation to Juvenile Traffic Citations and all money received by the Court via the Interactive Voice Response (IVR) or payment through the Court’s website and is required by law to be deposited into the County treasury or with the County treasurer (“County Money”).~~

~~County Money includes, but is not limited to, Government Code section 24353, 68085, 68085.5 and 68101, and Penal Code 1463.001. Money collected pursuant to Government Code section 69085.1 shall be deposited as provided in that section. This bank account has been approved by the AOC.~~

#### **III. INTEREST**

~~The interest accrued on the County Money will be apportioned one hundred percent to the County.~~

#### **IV. PAYMENT TO THE COUNTY**

~~The Court will transfer to the County treasury all County Money currently deposited in the separate accounts, plus the County’s portion of any accrued interest when received. The Court will provide the County a minimum of two business day advance notice of each transfer.~~

#### **V. PAYMENT METHOD**

~~Each transfer will be made by electronic fund transfer.~~

## ATTACHMENT J – Collection Services

### Collection Services

#### SCOPE OF SERVICES

Per California Penal Code Section 1463.010, the Court and County have developed a cooperative plan to implement a collection program for the collection of fees, fines, forfeitures, penalties and assessments arising from civil, criminal or traffic actions or proceedings (“Accounts”).

The Court will collect funds on behalf of and pay to the County or any other entity required by law to receive payment from the fund. The Court will continue to refer formal, supervised probation cases to County’s Probation Department and transfer data and work cooperatively to ensure the effective collection of these cases. The County Probation Department will collect and pay to the Court and any other entity required by law to receive payment from the fund all funds due to the Court from these Probation cases. All other collection activities and great majority of the delinquent case processing will be performed by the Court. The Court and the County will also implement and operate the Program as a comprehensive collection program, as that term is defined in Penal Code Section 1463.007, for the collection of all delinquent fees, fines, forfeitures, penalties, and assessments arising from criminal or traffic actions or proceedings (“Qualifying Accounts”).

The Court may engage one or more outside entity (“Vendor”) to perform collection services under the Program on certain Qualifying Accounts. The terms of each Vendor’s engagement with the Court will require the Vendor to perform collection services under the Program on the terms and conditions set forth in the Master Agreement between the Judicial Council, Administrative Office of the Courts and Vendor.

The County may engage one or more outside entity (“Vendor”) to perform collection services under the Program on certain Qualifying Accounts. The terms of each Vendor’s engagement with the Court will require the Vendor to perform collection services under the Program on the terms and conditions set forth in a written agreement between the County and the Vendor.

The Court and the County will provide the other party with a monthly report indicating the amount of money collected under the Program during such month. This report will include the following: 1) the gross amount of revenue collected; 2) the amount the Court and the County has deducted as its allowable collection costs under Penal Code Section 1463.007; and 3) the net amount of revenue to be distributed by the Court and the County. This report will be provided no later than ten (10) calendar days after the end of each reporting month.

The Court will, net of applicable deductions, distribute and deposit revenue collected under the Program with the County for distribution, according to California law and the regulations and guidelines of the Administrative Office of the Courts (“AOC”) and State Controller’s Office (“SCO”).

County’s Probation Department will, net of applicable deductions, distribute and deposit

## **ATTACHMENT J – Collection Services**

~~revenue collected under the Program with the County's Auditor-Controller for distribution, according to California law and the regulations and guidelines of the AOC and the SCO.~~

~~The Court will provide the County, and the County will provide the Court, or Vendor on the Court's behalf, with view-only access to its case management system on request, and as necessary only for administrative purposes related to the implementation and continued operation of the Program. Each party will bear its own costs for this access and each party may deduct the costs of this access as permitted by Penal Code Section 1463.007.~~

~~The Court and the County will work cooperatively to maximize revenue collections and the quality of customer service being provided. The Court and the County will each designate an employee to act as the contact person for each party to facilitate the exchange of information and resolve any day-to-day issues. Additionally, the Court and the County will conduct management level meetings on a quarterly basis during the first year of this MOU. The frequency of these management level meetings may be decreased to a different frequency after the one-year term of this MOU by mutual agreement. Thereafter, as this MOU may be renewed, a revised meeting schedule may be mutually agreed.~~

~~The Court, Vendor on the Court's behalf, and the County will safeguard as confidential all information shared between the parties to carry out the purpose of this attachment. Except as necessary with respect to the duties of Vendor under its agreement with the Court, neither party will disclose the information shared between the parties to a third party of the information without the prior written consent of the other party, with the exception of audits performed by the AOC, the SCO, or other legally authorized agency.~~

~~The Court and the County will comply with the guidelines and standards approved from time to time by the Judicial Council of California in the operation of the Program pursuant to Penal Code section 1463.010. The parties will develop a cooperative plan and a manual of operational policies and procedures as necessary to implement these guidelines and standards. The parties will cooperate as necessary to complete reports to the Judicial Council on their collections program, on the schedule and in the form required by the Judicial Council.~~

~~The Court and the County will monitor and implement any changes or modifications to state laws and/or regulations affecting the Program and notify the other party of such change.~~

~~10. The Probation Department will distribute 48.5% of the total bar panel fees received from the parents of the delinquent and dependency juveniles to Alternate Defense and will retain the balance of 51.5% as reimbursement for the cost of collections, as detailed in Attachment A of this MOU.~~

### **II. ALLOWABLE DEDUCTIONS**

~~Each party may deduct from the revenue collected under the Program its allowable costs as provided in Penal Code Section 1463.007. The Court may deduct its allowable costs prior to its distribution and deposit of revenue with the County. The County may deduct its allowable costs prior to its distribution of such revenue.~~

## **ATTACHMENT J – Collection Services**

~~Each party's obligations for collection efforts under the Program remain in effect notwithstanding such party's inability to deduct its costs related to the Program for any reason. Neither party has any obligation to pay or reimburse the other party for any costs incurred by it in performing its obligations under this Attachment.~~

~~If the revenue collected under the Program during any month is insufficient to allow a party to deduct all of its costs for that month, and subject to the regulations and guidelines promulgated by the AOC and the SCO, that party may rollover such shortfall to the subsequent month(s) for deduction.~~

### **III. ——— TERMINATION**

~~Either party may terminate this MOU by giving at least 90 calendar days' notice to the other party; provided, however, such termination will not be effective, and this MOU will remain in full force and effect, unless and until the Court and the County execute a new memorandum of understanding or other document setting forth their agreement on the operation of a subsequent collections program as required by Penal Code Section 1463.010.~~

## **ATTACHMENT K – Case Management**

### **CASE MANAGEMENT SYSTEMS**

#### **SCOPE OF SERVICES**

The purpose of this attachment is for the Court to make available to the County of Orange criminal, traffic and juvenile case management data required for the effective processing of criminal justice activities. Multiple County of Orange Departments, including but not limited to, the District Attorney, the Public Defender, the Sheriff, Probation, Health Care Agency, Child Support Services etc. access case data in Court Case Management systems.

#### **Court Case Management Systems**

The Court shall provide County justice partner's access to case management data. The Court will manage the operation and maintenance of the case management systems, including:

Criminal & Traffic Case Management System

Juvenile Case Management System

Network Infrastructure and Data Exchange systems Maintenance

The Court will provide the following types of services related to providing access to the above mentioned systems: programming, analysis, data storage, printing, computer processing, and data center support.

The Court will adhere to all Court standards to ensure proper maintenance of the Case Management Systems.

#### **Network Systems**

The Court will provide or be responsible for the following:

Ongoing maintenance of the Court enterprise wide area network (WAN). Said maintenance will be defined as the network connection between the Court's enterprise WAN and the County's WAN.

Intranet access to the Court's website through the demarcation(s) between the County's enterprise WAN and the Court's WAN. Acquisition and maintenance of hardware and software necessary to secure County's network.

Ability for the County to forward all Hosts with County Domain Names to the Court's Domain Name Server.

Notification shall be provided to the County designee of "planned network changes" for modification to the Court Network that may affect the County's WAN, prior to, and after completion. Notification shall also be provided to the County's designee for "unplanned critical failures." The "Notification for an 'unplanned critical failure or outage' shall be made as soon as possible after the incident has been discovered. The web Change Request (CRQ) process shall be the method of notification. Notification shall specify required technical resources within the Court showing the date and times that the resource must be made available to ensure any changes were completed successfully and successfully tested to the satisfaction of the Court. The CRQ procedures dictate

## **ATTACHMENT K – Case Management**

that a normal CRQ must be submitted ten working days prior to actual work. In the absence of the identified notification, the changes will be considered an emergency CRQ.

Court IT Help Desk shall coordinate response/resolution of trouble tickets placed by Superior Court designee within the scope of Court IT area of responsibility, and within the guidelines of the Service Level Agreements as published on the Court IT Help Desk web page. County staff is expected to perform extensive testing and troubleshooting before opening trouble tickets. County will have technical information and a qualified engineer to assist in troubleshooting. The trouble ticket shall be the method for placing, updating, and closing service calls.

Court IT shall make available such technical resources as necessary to work with County project management on any modification that impacts the technical performance, policy, procedures, or security of either the Court's network or the County's.

The County will provide or be responsible for the following:

Notification shall be provided to Court IT designee of "planned network changes" for modification to the County's network that may affect the Court's WAN, prior to, and after completion. Notification will include project title, task requirement specifications, technical resource allocations, target start and completion dates and times, and contact information. Notification shall also be provided to the County's designee for "unplanned critical failures." The "Notification for an 'unplanned critical failure or outage' shall be made as soon as possible after the incident has been discovered. The web RFG process shall be the method of notification. Notification shall specify required technical resources within the Court showing the date and times that the resource must be made available to ensure any changes were completed successfully and successfully tested to the satisfaction of the Court. All requests will be made a minimum of two weeks in advance.

The Court shall contact the Court IT help desk and submit a ticket to report failure between the County's WAN and the Court's WAN only after a complete check and test of the internal County network. The trouble ticket shall be the method for placing, updating, and closing service calls.

County's CEO/IT Help Desk shall coordinate responses and resolution of trouble tickets placed by County designee within the scope of Court IT help desk's area of responsibility and within the guidelines of the service level agreements published on the CEO/IT Help Desk's web page. Court IT help desk staff is expected to perform extensive testing and troubleshooting before opening trouble tickets. CEO/IT will have technical information and a qualified engineer to assist in troubleshooting. The trouble ticket shall be the method for placing, updating, and closing service calls.

County shall make available such technical resources as necessary to work with Court IT project management on any modification that impacts the technical performance, policy, procedures, or security of either the Court's or the County's network.

### **Prohibitions**

CEO/IT and Court explicitly agree to never plug in any applications or appliances, or resources which shall offer services to the other users by bridging the private networks without prior written consent. Instances of this type of service are: VOIP, video conferencing, data exchange, VPN, etc. Any existing traffic arrangements shall be immediately disclosed via email to appropriate designees including the service, target users, usage, location, band and protocol. Both parties reserve the right to immediately

## ATTACHMENT K – Case Management

disconnect all network connectivity until foreign traffic is resolved to both parties satisfaction.

CEO/IT and the Court agree not to troubleshoot any technical issue beyond their respective demarcation point or network edge. These restrictions can be modified on a case-by-case basis but in no instance shall they be abrogated without prior written approval.

VOIP traffic is not planned to pass through the Court's network; should this plan change, the Court will communicate the need in advance and in writing to Court IT designee.

The County agrees that modifications to their firewall(s) and other security devices present between the Court and County network will not be modified without prior written notification and consultation as they apply to the Court's network.

The Court agrees that modifications to their firewall(s) and other security devices present between the County and Court network will not be modified without prior written notification and consultation as they apply to the Court's network.

If at any time it is identified that any internal County host(s) is negatively impacting the Court enterprise WAN or any of its supporting services, Court IT reserves the right to immediately disconnect said host(s) from the Court's enterprise WAN. Notification will be attempted prior to disconnection if possible. Court IT will notify Court on all incidents and threats identified as emanating from the County's internal network.

- a. The County is solely responsible for any and all communications between the County and Court's networks.

### COST OF SERVICES

The Fiscal Year 2014-15, Court Case Management System Access cost is \$717,903. This amount includes \$440,748 for the Criminal / Traffic System and \$277,155 for the Juvenile System.

The case management system costs are allocated between the users who utilize the system and the data based upon a two-step allocation that is based upon the number of users and their propensity of use. The project cost for additional specialized services requested by the Court that are not covered by existing data systems rates shall be negotiated and agreed upon before said additional specialized services can begin.

In Fiscal Year 2014-15, the costs subject to allocation are solely the recurring maintenance and operating costs of existing systems. The Court is excluding any costs applicable to previous system development and implementation costs. It should be noted that the Court is currently acquiring and implementing a new case management system for juvenile. The Court will include amortized costs for the new case management system in the Fiscal Year 2015-16 Court Services Memorandum of Understanding.

The annual cost of each system is as follows:

### Allocation of Costs to the County for Access to Court Case Management Systems

<u>System</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-2021</u>
<u>Criminal/Traffic</u>	<u>\$440,748</u>	<u>\$449,562</u>	<u>\$458,554</u>	<u>\$467,725</u>	<u>\$477,079</u>	<u>\$486,624</u>	<u>\$496,353</u>
<u>Juvenile</u>	<u>\$277,155</u>	<u>\$138,578</u>	<u>\$141,349</u>	<u>\$144,176</u>	<u>\$147,060</u>	<u>\$150,004</u>	<u>\$153,004</u>

## ATTACHMENT K – Case Management

<b>New Juvenile Case Management System (5-Year Amorization)</b>		<b>\$320,257</b>	<b>\$320,257</b>	<b>\$320,257</b>	<b>\$320,257</b>	<b>\$320,257</b>	
<b>Totals</b>	<b>\$717,903</b>	<b>\$908,397</b>	<b>\$920,160</b>	<b>\$932,158</b>	<b>\$944,396</b>	<b>\$956,879</b>	<b>\$649,354</b>