



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**THE COUNTY OF ORANGE**

**(COUNTY AND COURT PROVIDED SERVICES)**

**COURT AGREEMENT # 551995**

**TERM: July 1, 2024 – June 30, 2025**

**MEMORANDUM OF UNDERSTANDING  
FOR THE PROVISION OF SERVICES  
BETWEEN THE COUNTY AND THE COURT**

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

**RECITALS**

WHEREAS, pursuant to Government Code section 77212, County may agree to provide services to Court, including, but not limited to providing accounting, communications, information systems, risk management, treasury, human resources, purchasing, and facilities support; and

WHEREAS, the County and Court agree to provide services as detailed in Attachments A-H and 1-10

NOW, THEREFORE, the parties hereto agree as follows:

**I. PURPOSE**

This MOU, including all Attachments, outlines the services provided between the County and the Court.

**II. TERM**

This MOU for Services between the Court and County will be valid July 1, 2024 to June 30, 2025 or until the parties agree to any modification or changes to this MOU or until termination as provided herein in Section VIII “Termination.” County may encumber the estimated cost until the termination of this MOU.

**III. COUNTY PROVIDED SERVICES**

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

<u>Program</u>	<u>Attachment</u>
1. Auditor-Controller.....	A
➤ Payroll	
➤ Claims and Disbursing for the Court Trust Funds	
➤ General Accounting for Court Trust Funds	
➤ Cost, Revenue, and Budget	
➤ Countywide Accounting and Personnel System Administration and Systems	
2. Treasurer-Tax Collector.....	B
➤ Banking and Cash Management Services	
➤ Investment Services	
3. Public Defender .....	C
4. Human Resources .....	D

- 5. Health Care Agency
  - Employee Health Services ..... E-1
  - Juror Debriefing Program ..... E-2
- 6. OC Public Works
  - Pony Mail ..... F-1
  - Parking Services ..... F-2
  - Locksmith Services ..... F-3
  - Facilities Maintenance Services ..... F-4
  - Fleet Maintenance Services ..... F-5
- 7. Information Technology ..... G
  - Data Systems
  - Network Systems
- 8. Court Alternate Facility Assistance ..... H

**IV. COURT PROVIDED 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 .....	1
2. Custodial Services .....	2
3. Pretrial Services .....	3
4. Grand Jury .....	4
5. Juvenile Justice Commission .....	5
6. Building Key Card Services .....	6
7. Human Resources and Other Services.....	7
8. Grand Jury Transcripts .....	8
9. Facilities Management Services .....	9
10. County Alternate Facility Assistance.....	10

**V. MUTUAL RESPONSIBILITIES**

Both parties shall provide the services at the levels specified and defined in this MOU and shall allocate the resources to perform the responsibilities set forth in this MOU. The provision of services under this MOU shall be under the administrative supervision and direction of the Court Executive Officer on behalf of the Court and the County Executive Officer on behalf of the County.

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

All Court records generated by or as a result 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.

The employees utilized and/or employed in connection with the providing of said services under this MOU shall be employed by their respective agencies notwithstanding the fact that

each Party agrees to reimburse the other Party for much of the employment costs to be incurred in connection with providing such services.

To the extent the County employees utilized and/or employed in connection with providing said services are also considered employees of the Court for workers' compensation and other purposes, it is agreed that the County 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 workers' compensation coverage for said employees is made pursuant to Labor Code section 3602(d) and shall remain in full force and effect during the duration of employment. The workers' compensation for the County employees supporting the services under this MOU will be paid by the County and reimbursed by the Court.

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 Labor Code section 3602(d) and shall remain in full force and effect during the duration of the employment. The workers' compensation for Court employees supporting the services under this MOU will be paid by the Court and reimbursed by the County.

#### **VI. COMPENSATION FOR SERVICES**

In consideration for the services, both Parties agree to compensation at the estimated rates established in Exhibit 1 of this MOU.

County rates shall be the same rates as those charged to other governmental agencies or special districts for the same or similar services and adjusted annually upon written notice to the Court. Government Code §70311(a) and 77200-77201(a) prohibits the County from paying for the costs of Court operations.

Court services cost shall include salaries, wages, and benefits, payouts and other related costs. California Rules of Court 10.810 prohibits the Court for paying for court-related costs in support of County operations.

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.

Each Party shall compensate the other Party for all services rendered as detailed in this MOU through the invoice billing process. An invoice shall be defined as a written request from the County to the Court for payment and shall provide supporting documentation, including but not limited to the description, price and quantity of goods, property or services delivered, usage information if applicable, location where services(s) were provided or rendered in accordance with the terms of the MOU.

Unless otherwise provided for in each Attachment, an invoice with supporting documentation, as agreed upon by both Parties, shall be issued twenty (20) working days following the month of services rendered and shall be paid within thirty (30) days of the date of the invoice in the proper form. Either party may contact the other in the event an invoice is not issued within the specified timeframe. Each party shall receive the estimated cost of unbilled invoices for the fiscal year from the other party and ensure to accrue the estimated reasonable cost in the

current fiscal year to allow for the required payments in the following fiscal year, which will ensure recording full-year cost in the current fiscal year and eliminate carryovers.

For County provided services, the County shall send one electronic invoice for each service provided to the Court at [AccountingServices@occourts.org](mailto:AccountingServices@occourts.org).

The parties agree to act in good faith and to use their best efforts to resolve all questions regarding invoices within thirty (30) days following Court's notification to County that there is dispute regarding an invoice and identifying the invoice and the basis of the dispute.

Enhanced routine backup documentation beyond that customarily submitted will be provided by mutual consent of the service provider, at the requesting Party's expense. However, nothing in the above shall limit either Party's right to request and receive additional supporting information from a service department for billings which 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 the requesting party's expense. Court and County shall agree upon appropriate audit procedures and testing should any service become the subject of an audit.

Each party will be invoiced at cost for any service request generated and not included in this MOU.

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

Neither party shall make changes to this MOU without the other party'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 County Executive Officer and the Court Executive Officer if the changes are merely ministerial, but will be subject to approval of the County Board of Supervisors as well as the Court's Presiding Judge if material changes are involved.

#### **VIII. TERMINATION**

Either party may terminate this MOU or the provision of all or any of the services under it by giving a minimum of ninety (90) days' notice to the other party in the manner specified in this paragraph. After receipt of a Notice of Termination, and except as otherwise agreed:

1. The Party 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 services are requested after the Notice of Termination.
2. Upon termination, each Party agrees to pay 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 the Court's Presiding Judge or a member of the County's Board of Supervisors during the term of this MOU shall in no way be construed to affect the enforceability; nor cause a termination, of the MOU.
4. Services provided under this MOU shall continue after the MOU expiration date and until a new MOU is executed, unless otherwise terminated herein.

**IX. 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 each Party pursuant to this MOU may be carried out by means of subcontracts provided such subcontracts are approved in writing by the other Party, meet the requirements of this MOU as they relate to the service or activity under subcontract, and include any provision that each Party may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this MOU. Neither party may assign its rights hereunder, either in whole or in part, without prior written consent of the other Party.

**X. INDEMNIFICATION**

1. The parties waive pursuant to Government Code section 895.4 the pro rata (per capita) risk allocation provided by Government Code section 895.6.
2. 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.

**XI. INDEPENDENT CONTRACTOR**

Each Party, 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.

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

Court and the officers, agents and employees of Court are not, and shall not be deemed to be, County employees for any purpose 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.

**XII. 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:

County's address:	County of Orange County Executive Office 400 West Civic Center Drive Santa Ana, CA 92701
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Court's address: Superior Court of California, County of Orange  
Court Executive Office  
700 Civic Center Drive West  
Santa Ana, CA 92702-1994

With a copy to: Superior Court of California, County of Orange  
Procurement Services  
700 Civic Center Drive West  
Santa Ana, CA 92702-1994

### **XIII. QUALITY ASSURANCE**

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

### **XIV. 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, both Parties shall continue to provide the Services and the other Party shall continue to make payment for the non-disputed portion of each invoice.

If after thirty (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 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 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.

### **XV. 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.

**XVI. NEGOTIATED INSTRUMENT**

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

**XVII. AUTHORIZED SIGNATURES**

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

**XVIII. 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.

**XIX. 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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County of Orange

Superior Court of California,  
County of Orange

\_\_\_\_\_  
**FRANK KIM**, County Executive Officer

\_\_\_\_\_  
**DAVID YAMASAKI**, Court Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY:

DocuSigned by:  
*Nikhil Daftary*  
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Nikhil Daftary

5/17/2024



**ATTACHMENT A – Auditor Controller****COUNTY TO COURT SERVICES  
Auditor-Controller****I. SCOPE OF SERVICES**

The services described below are intended to be the same type of services as provided to Court prior to January 1, 1998, and amended to reflect the Court's requested services unless otherwise amended. Additional services are not included and will be charged to Court in accordance with the provisions in Section VI "Compensation for Services" of the MOU.

**1. Payroll**

- A. Process routine payroll payments and data reports in the same manner as for County departments and agencies, with the exception of employee reimbursements for out-of-pocket expenses and educational reimbursements, which shall be processed by the Court.
- B. Maintain payroll records in the same manner as for County departments and as required to comply with applicable laws.
- C. Act as agent for the Court, including the Court's payroll reporting, payroll tax deposits and reports, and year-end W-2 forms as part of the normal reporting for such items for the County.
- D. All other reports, payroll runs (including separate unemployment insurance reports) or other items not specifically mentioned above will be considered extra work and costs will be calculated in accordance with Section VI "Compensation for Services" of the MOU.
- E. Payroll activity shall be charged to the fund, budget control, and account coding associated with each Court employee as provided by the Court and in accordance with the existing capabilities of the County's payroll and timekeeping systems.
- F. The Court agrees to maintain adequate cash on hand in such fund to allow for the smooth and automated processing of Court payroll charges. The Court shall wire adequate cash to County on Tuesday of each pay week to allow processing of Court payroll charges with exception to Holidays when County may require the Court to deposit cash a day earlier. If for any unforeseen reasons the deposit is less than the payroll charges, County will notify the Court for the shortage and the Court shall make up the shortfall.
- G. The County shall not be required to make custom modifications to its current or future payroll or timekeeping systems to accommodate specific Court needs. The County shall only make any minor changes or alterations to its systems based on the County's ability and willingness to do so from time to time. Currently, the Court uses the County's Virtual Timecard Interface (VTI) and CAPS+ Human Resources/Payroll system to manage its employee information timekeeping.

**2. Claims and Disbursing**

As has been the practice since July 1, 2008, the Court will not submit and the Auditor-Controller will not process, any vendor payments, employee reimbursements, travel advances, or revolving fund reimbursements on behalf of the Court, except for items

**ATTACHMENT A – Auditor Controller**

specifically requested by the Court on an exception basis and made as a convenience to the Court.

The Court shall continue to maintain and operate trust funds in the County's financial accounting system; therefore, the Auditor-Controller Disbursing Unit shall provide trust fund payment services. It is understood by all parties that trust fund payment processing services are for the purpose of generating disbursements and do not include payment auditing services. Trust fund payments shall be processed by the Auditor-Controller based upon appropriate signature or approvals provided by the Court. The Court will continue to provide necessary supporting documents when required for disbursing related internal control. Auditor-Controller will recover direct costs of postage associated with mailings for the Court.

Disbursing Unit shall continue to reissue lost or damaged County issued checks. If, at a future date the Court no longer maintains an accounting fund from which checks can be reissued, the County and the Court will mutually determine how County issued checks can be reissued by the Court.

**3. General Accounting**

Includes services provided by General Accounting Unit. Maintain accounting records for Court expenditures, revenues, and balance sheet accounts through the accounting system for Department V110 and trust related funds. Input and approve transactions affecting Court financial records to the accounting system through this unit. Compliance in timely issuance of 1099-INT Forms for reportable interest payments from Court Trust Funds on behalf of the Court. Any additional reports or system modifications required by Court over and above current levels will be charged to Court at incremental cost including system and labor costs in accordance with Section VI "Compensation for Services" of the MOU.

**4. Cost, Revenue, and Budget**

Provide cost information and assistance, related to billings for the Auditor-Controller's Office, as requested.

**5. Countywide Accounting and Personnel System (CAPS+) Administration and Systems**

County, with the exception of the Court's timekeeping system, shall provide all CAPS+ related services and access levels to Financial Systems and Human Resources/Payroll Systems to the Court including, but not limited to the following:

- CAPS+ home page access
- CAPS+ Finance/Procurement and CAPS+ Human Resources/Payroll Systems as detailed on Court Users' approved CAPS+ Access Request Forms
- CAPS+ Learning Center (CLC) - Finance/Procurement, CAPS+ CLC Human Resources/Payroll
- CAPS+ Finance/Procurement and CAPS+ Human Resources/Payroll Data Warehouse access
- ERMI access

The CAPS+ cost pool is divided between financial system costs and Human Resources/Payroll system costs. CAPS+ Finance/Procurement system costs are allocated based on the total combined financial system transactions. Human Resources/Payroll systems costs are allocated based upon direct hours paid by departments.

**ATTACHMENT A – Auditor Controller**

The CAPS+ related costs include:

- **System Development CAPS+ Upgrade** - the development and implementation of upgrades and enhancements to the financial and human resource/payroll accounting systems.
- **Systems Operations** - oversees CAPS+ by carrying out Auditor-Controller policy and maintains CAPS+. Responsibilities include scheduling programs, providing access to reports, security, short and long-range planning, and resource management. This area also reviews system requests, updates the system to accommodate requests that fall within the functionalities and limits of CAPS+, and performs various other tasks related to CAPS+.

**II. COST OF SERVICES**

The estimated annual cost of each service identified in this attachment are provided in Exhibit 1. All estimates are based on the FY 2023-24 CWCAP (Countywide Cost Allocation Plan approved by the State) report. In the event the contract is terminated, the County will compute a final adjustment within a year from which services are last received from the County. The adjustment is needed to reflect the actual costs of services provided since CWCAP costs are two years in arrears. This adjustment will be invoiced or refunded to the Court as applicable. If an audit or review identifies that a transaction would result in an adjustment to the Court, then the adjustment should be provided to the Court regardless of the number of days after which the services were received from the County.

Advanced written notification of one (1) year must be provided of any upgrade to CAPS+ which results in an increase to the Court's cost.

The County is reviewing CAPS+ system for upgrade, which will increase the allocation for annual amortization of the CAPS+ upgrade cost. The County will update the Courts accordingly.

**III. PAYMENT PROCESS**

Payment for services shall be made via the invoice billing method as specified in Section VI "Compensation of Services" of the MOU.

**ATTACHMENT B –Treasurer-Tax Collector****COUNTY TO COURT SERVICES  
Treasurer-Tax Collector****I. SCOPE OF SERVICES**

The services described below are intended to be the same type of services as provided to the Court prior to January 1, 1998, and amended to reflect the Court's transition to Phoenix Financials effective July 1, 2008. If the Court requests additional services, costs for those services will be charged to the Court in accordance with Section VI "Compensation for Services" of the MOU.

1. Banking and Cash Management Services that includes invoiced 3<sup>rd</sup> party costs and staff and management time:
  - A. Bank Relationship and Cash Management Services (costs not included in the investment Services costs) – includes all fees for banking services and staffing related services that are directly associated with the Courts.
  - B. Merchant Card Services Management – includes all related services, such as setup, equipment ordering, customer service liaison, transaction settlement management, reporting, and fee payment. Additionally, it includes staff time for presenting these contracts to the Board of Supervisors. If the County also uses the same vendor contract, costs are shared.
  - C. Armored Car Costs - the Courts share of armored car costs will be based on its percentage of total actual deposits transported by armored car determined on a monthly basis. The remaining cost will be charged to the County's General Fund. The Courts will provide the Treasurer-Tax Collector with the details for the monthly percentage of Court deposits calculation and appropriate support by the 20<sup>th</sup> of the following month. Costs to include both armored car invoices and staff time to manage contract (based on percentage calculated above).
2. Investment Services, including investment of all monies on deposit with the Treasurer in accordance with the Orange County Treasurer Investment Policy Statement including costs of the monthly statement of activity.

**II. COST OF SERVICES**

The estimated annual cost of each service will be billed as provided in Exhibit 1. Cost of services is determined by three methodologies:

1. 3<sup>rd</sup> Party Invoiced costs Direct pass-through of actual invoiced or incurred costs for the following banking services:
  - A. Merchant Card Services Management - actual costs charged by processors for credit card fees, debit card fees, banking and other costs.
  - B. Armored car costs - actual costs charged by armored car service providers.
  - C. Other banking services – actual or incurred cost for current or new banking services.
2. Investment Services: Monthly investment basis point charge (or a minimum monthly fee if the basis point charge based on average balances is not covering costs) for investment

**ATTACHMENT B –Treasurer-Tax Collector**

services. As allowed by Government Code section 27013, the actual administrative costs associated with investing, depositing or handling of funds and of distributing interest or income will be deducted from the interest income, before distribution and this amount will be charged via a basis point calculation on the daily balances of Court Funds on deposit with the Treasurer and reconciled to actual costs annually.

3. **Bank Relationship and Cash Management Services:** Banking services and staffing-related services that are directly associated with the Courts, including merchant processing, armored car services, banking, cash management, bank-related accounting services, and bank reconciliation services. All staffing costs billed will include the prior fiscal year CWCAP (Countywide Cost Allocation Plan) approved by the State.

**III. PAYMENT PROCESS**

1. **Cost of Services II.1** - Costs will be charged to the Court on a monthly/quarterly basis as specified in Section VI “Compensation for Services” of the MOU.
2. **Cost of Services II.2** - Investment services will be deducted from the interest income allocated to the Courts, currently investment related costs are being separately charged monthly using journal vouchers. Investment charges are reconciled annually to reflect the actual cost of services.
3. **Cost of Services II.3** – Staff time will be charged separately monthly/quarterly as incurred using journal vouchers and will reflect the actual cost of services.

**ATTACHMENT C – Public Defender****COUNTY TO COURT SERVICES  
Public Defender****I. SCOPE OF SERVICES**

The Office of the Public Defender will provide legal representation for parents/guardians in child dependency (Welfare and Institutions Code section 300) cases. This includes the services as appropriate and allowable under Rule 10.810 of the California Rules of Court.

**II. COST OF SERVICES**

The Public Defender's estimated annual cost for providing legal representation for parents/guardians in child dependency (Welfare and Institutions Code section 300) cases will be billed as provided in Exhibit 1. The total amount may be increased or decreased contingent on the amount of State and/or other funds available to the Court for Court Appointed Counsel. The Public Defender will provide the Court with a monthly summary of actual costs. The Public Defender will notify the Court at least 30 days prior to any reductions to service due to insufficient funding from the State or other funding source provided in Exhibit 1, unless otherwise previously agreed. The Courts shall notify the County at least 30 days prior to any change in available funding level approved in writing by the Court Executive Officer, or Court Executive Officer's designee, in order for the County to plan for such increases or decreases, unless otherwise previously agreed. The child dependency services provided by Public Defender are funded 100% from State and/or other funds available to the Court. There will be no County General Fund subsidy for the child dependency services.

**III. PAYMENT PROCESS**

Payment for actual program costs for services shall be made via the invoice billing method as specified in Section VI "Compensation for Services" of the MOU.

**ATTACHMENT D – Human Resources****COUNTY TO COURT SERVICES  
Human Resources****I. SCOPE OF SERVICES**

Services provided to the Court are included in three categories, as follows:

**1. Employee Benefits Programs**

To the extent permitted by law and consistent with the Trial Court Funding Act and the Trial Court Employment Protection and Governance Act and other pertinent statutes, the Court may, at its request, participate in existing County administered benefit programs. Court agrees to accept the plans as offered by the County and offering of services is dependent upon the Court's participation in County's payroll.

**2. Administration of Employee Benefits Programs**

A. The County will provide the supplemental judicial benefits for all judges sworn in prior to December 10, 2013. On December 10, 2013, termination of supplemental judicial benefits was approved under the following criteria: (a) when each existing judge leaves office; (b) for all vacant positions; and (c) for all judges sworn in after December 10, 2013, as specified in Government Code section 68220(b).

1. Supplemental judicial benefits include, PERS Medical & Dental Premium Reimbursement Program, PERS Medical Claim Reimbursement Program, DCRA, HCRA, Life Insurance and AD&D Insurance, and the Optional Benefit Plan. Superior Court Judges shall not be eligible for a transportation allowance. The County is responsible for the cost associated with PERS Medical & Dental Premium Reimbursement Program, PERS Medical Claim Reimbursement Program and the Optional Benefit Plan. The Court is responsible for the cost associated with basic Life Insurance and basic AD&D Insurance. Judges have the option of purchasing, at their cost, voluntary and additional life and voluntary AD&D coverage. DCRA and HCRA contributions are made by the judge; however, the County administers the programs.
2. PERS Medical and Dental Premium Reimbursement Program: Eligible for reimbursement include payments for any medical and dental insurance premiums to PERS for individual or family coverage.
3. Judges' dental premium reimbursement shall not exceed the amount the County pays for dental premium for County executive management employees.
4. PERS Medical Claim Reimbursement Program: Eligible for reimbursement include any deductibles, coinsurance, and copayments of eligible PERS medical plan expenses for Judge or covered dependent(s) not paid by the selected PERS medical plan provider. Ineligible for reimbursement include claims ineligible under the selected PERS medical plan and any charges not paid by the PERS medical plan provider.
5. County shall administer the PERS Medical Claim Reimbursement Program in accordance with the stated purpose and develop rules for the operation of the program. Claims need to be submitted with supporting documentation reflecting the PERS plan used and the remaining amounts due from the Judge.

**ATTACHMENT D – Human Resources**

- B. The County will administer the programs for Court employees listed below with all costs for administration reimbursed by the Court.
1. The Court pays for the County offered health and benefit plans for new and current employees including the following programs: COBRA, family leave benefits, leave of absence/accounts receivable, premium only plan, retiree medical program, unemployment insurance and appropriate open enrollment activities.
  2. The Court will agree to implement any County policy changes that are required to comply with the federal Patient Protection and Affordable Care Act and/or avoid any associated penalties, including but not limited to hiring and work schedule changes. County will notify the Court of any such policy changes prior to policy implementation and/or when such changes are agendaized for consideration by the Board of Supervisors.
  3. Defined Benefit Plan (1992 Plan) – Applies to extra help and part-time employees working less than 20 hours per week. This plan closed to new participants as of March 2002 and no compensation earned after November 2008 is included in determining a participant's career earnings.
  4. Dependent Care Reimbursement Account (DCRA) – Contributions are made by the employee; however, the County administers the program.
  5. Employee Assistance Program (EAP) – County administers this program and pays for it on a flat fee per month on behalf of all County and Court employees.
  6. The Court pays for the County offered Management and Attorney benefit programs including: dental plan, optional benefit plan, salary continuance/short-term disability (STD) and long-term disability (LTD), life and accidental death and dismemberment insurance (AD&D) (County and Voluntary\*), vision plan, and voluntary annual physical.
  7. Defined Contribution (457, 401(a), 3121, 1.62% 457, and 1.62% 401(a) employer match) - For the purposes of ensuring the continued participation of Court employees in the County's Defined Contribution Plan and the County's Extra Help Employee Deferred Compensation Plan ("the Plans") and continued compliance with applicable requirements of federal law with respect to such Court employee participation in the Plan, the Court, by and through its approval and execution of this MOU, hereby adopts the plan with respect to its Court employees. The Court acknowledges that the County is the Plan Administrator for the Plan and retains all rights as the Plan Administrator to make all decisions with respect to the Plan, including, but not limited to, amendments, modifications, administration, interpretation or termination of the Plan. Although the employee makes the contributions, there is a level of administration that takes place by the County and its vendors.
  8. Health Care Reimbursement Plan (HCRA) – Court employees may participate in the County-administered HCRA beginning January 1, 2015. Costs will be paid or reimbursed to the County by the Court and/or Court employees.

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\* Managers and attorneys have the option of purchasing, at their cost, voluntary and additional life and voluntary AD&D coverage; Court pays for their basic life and basic AD&D coverage.



**ATTACHMENT D – Human Resources**

9. The County of Orange Replacement Benefits Plan – Court retirees who are impacted by the limits in section 415(b) of the Internal Revenue Code shall be permitted to participate in the County of Orange Replacement Benefits Plan. The County shall not have any financial obligation or responsibility with regard to the Court's participation in the Plan. The Court shall pay for the cost of its participation in the County's 415 Replacement Benefits Plan.
10. The Court participates in the County's Retiree Medical Plan and Retiree Medical Trust per the terms and conditions as described in the executed Participation Agreement. If the County has completed its actuarial valuation of Other Postemployment Benefits (OPEB) under GASB Statement No. 45, the County will provide the Court with specific data no later than 30 days from the time of request. This timeframe will allow the Court to complete its actuarial valuation of Other Postemployment Benefits (OPEB) under GASB Statement No. 45.
11. Health Reimbursement Arrangement (HRA) – The Court will participate in the County's HRA plan. The Court will pay for the biweekly employer contribution to employee's HRA.
12. County Retirement Plans retirement benefit formulas as adopted by the Board of Supervisors or formula(s) that are mandated by State and selected and implemented by the Court for Court employees.
13. Employee Transfer Agreement - Provided that the Court remains on County payroll systems, the Court and the County agree to continue to allow employee transfers between the Court and the County through the term of this MOU, according to the following terms:
  - i. Employees who accept a transfer from the County to the Court or from the Court to the County will not retain any rights to return to their former position or employer.
  - ii. Upon acceptance of transfer, employees will be placed on new employee probation under the terms of any applicable MOU or other policies applicable for the receiving agency/employer.
  - iii. Employees accepted for transfer will retain their continuous service hours, fringe benefits such as retiree medical and health insurance enrollment shall not be effected by transfer.
  - iv. For Court employees transferring to a County position, the Court will pay out accrued vacation and compensatory time upon transfer from Court employment. No vacation, compensatory time, or sick leave accruals will carry over or be converted to the County's annual leave program.
  - v. For County employees transferring to a Court position, the County will pay out the employee's accrued annual leave upon transfer from County employment. No annual sick leave accruals will carry over or be converted to vacation, compensatory time, or sick leave at the Court.

**ATTACHMENT D – Human Resources**

- vi. Modifications to the above may be negotiated between the employee, the exclusively recognized employee organization, and the County or the Court. None of the parties is, however, obligated to negotiate such modifications based on the request of the other party.

14. Commuter Assistance Program – County administers the Commuter Assistance Program (Rideshare). The Court agrees to pay a charge equal to its proportional share of participating employees of the total contract costs.

**3. Human Resource Services**

The Human Resource Services Department (HRS) may provide human resource services upon request of the Court. These services may include, but are not limited to, classification and compensation, Equal Employment Opportunity access, employee and labor relations, learning and organizational development, leave and return to work, recruitment and transaction and records processing. The services will be coordinated through the Shared Services unit of HRS. Should the Court request human resource services, the Court will reimburse the full cost of services including salaries, labor burden, services & supplies, and overhead based on direct labor hours used by the Court. HRS will track the direct labor hour usage using the County's job code system. The Court will reimburse HRS using job billing and the journal voucher process.

**II. COST OF SERVICES**

The Court will be billed the administration fee at the same rate as other governmental agencies or special districts. The estimated annual cost of each service will be billed as provided in Exhibit 1. The rate is billed by calendar year of applicable employee group insurance costs and is subject to change in the subsequent calendar year. In addition, the Court is responsible for paying the costs outlined above and any collection charges resulting from payment of overdue invoices. All increases must be pre-approved by the Court. The Court is responsible for paying any penalties associated with the Affordable Care Act – Employer Shared Responsibility related to Court employees.

**III. PAYMENT PROCESS**

Reimbursement to the County for administration of these programs is handled through the biweekly payroll process, and via the invoice process, as needed. For example, missed deductions during the biweekly process for an employee on a leave of absence would be reimbursed to the County via the invoice process.

**IV. NOTICE OF TERMINATION**

The parties agree to provide one another with a minimum notice of 180 days should either party determine that it will no longer participate in the County's payroll system and/or benefits programs. This is the minimum notice that would be required to provide a smooth transition of the benefits from the County to new Court benefits administrator.

**ATTACHMENT E-1 – Health Care Agency: Employee Health Services****COUNTY TO COURT SERVICES  
Health Care Agency: Employee Health Services****I. SCOPE OF SERVICES**

The Health Care Agency (HCA) will supply the following employee health services at rates which may be adjusted upon mutual agreement in writing and which shall not exceed those charged to County agencies or departments.

**1. Services****A. Physical Examinations**

- i. Class 1 with qualifiers
- ii. Class 2
- iii. Class 3

**B. Surveillance Examinations (positions with “Q” qualifiers)**

- i. Asbestos medical surveillance exams
  1. Initial examination
  2. Annual testing examination

**C. Tuberculosis post-exposure testing****D. Post-exposure evaluation for blood borne pathogens and other communicable diseases****E. Fitness for duty evaluation – Referral to Specialist****F. X-rays****G. Respiratory Protection – Initial and Annual Fit testing**

- i. Respirator Medical Questionnaire
- ii. Respirator Fit Testing
- iii. Respirator Medical Evaluation

**H. Post-Hire Vaccinations to include:**

- i. Influenza for Employees under Aerosol Transmissible Disease (ATD) Plan
- ii. Hepatitis A
- iii. Hepatitis B

**I. Nurse Review****J. Additional services are not included and will be charged to Court in accordance with Section VI “Compensation for Services” of the MOU****II. COST OF SERVICES**

The actual cost will be based on actual usage based on the rates as provided in Exhibit 1. Actual charges will be based on the estimated rates which are cost applied throughout the fiscal year with the balance of the costs/savings (actual) applied at the fiscal year end. Rates for additional services are not included and will be determined as needed.

**III. PAYMENT PROCESS**

Payment for services shall be made via the invoice billing method as specified Section VI “Compensation for Services” of the MOU.

**ATTACHMENT E-2 – Health Care Agency: Jurors Debriefing Program****COUNTY TO COURT SERVICES  
Health Care Agency: Juror Debriefing Program****I. SCOPE OF SERVICES**

The Health Care Agency (HCA) and the Orange County Superior Court (Court) desire to offer a Juror Debriefing Program.

Jurors serving on trials where disturbing evidence and testimony are extensively presented have no means of releasing the tension and stress that are built up during the trial. The Orange County Superior Court has requested that the Health Care Agency provide assistance to the jurors by offering, immediately after the conclusion of the trial, a debriefing session conducted by mental health professionals.

The Juror Debriefing Program services are targeted to jurors who report the need for a post-trial debriefing to the Judge presiding over the trial.

**1. PROGRAM GOALS**

- A. To provide group debriefings for jurors as determined by the judicial officer sitting on the case.
- B. To provide available options to those jurors who may need more individualized attention.

**2. PROGRAM DESCRIPTION**

- A. Court's Office of the Jury Commissioner will be the point of contact for judicial officers and Health Care Agency staff.
- B. Court's Office of the Jury Commissioner will alert HCA Mental Health Recovery Services when trial commences for a high-profile and long-term criminal case involving violent crime(s). The Office of the Jury Commissioner will continually update HCA Mental Health Recovery Services on the status of the trial until deliberation begins.
- C. After being advised of the need for a post-trial debriefing by the Judge presiding over the trial, the Jury Commissioner or designee will contact HCA Mental Health Recovery Services to provide additional trial information and schedule a debriefing session.
- D. When provided with advance notice, HCA Mental Health Recovery Services will provide post-trial debriefing services within twenty-four hours, or the next business day, of the request from the Office of the Jury Commissioner for all primary and alternate jurors wishing to attend.
- E. Debriefing will take place in the jury room or another facility provided by the Court.
- F. Debriefing will be conducted by certified counselors or licensed mental health professionals on staff at HCA.
- G. Debriefing will provide a forum for jurors to deal constructively with the facts, reactions and emotions associated with a jury trial, as well as a means of creating support and establishing a transition from the trial to everyday life.

**ATTACHMENT E-2 – Health Care Agency: Jurors Debriefing Program**

- H. HCA will provide all presentation equipment and handouts necessary for the debriefing.
- I. Immediately following the debriefing, HCA staff will provide the opportunity for those jurors who may need individualized information to ask questions regarding follow-up counseling options and referrals. HCA will not be responsible for follow-up counseling services unless the individual meets admission and eligibility criteria for specialty mental health services.
- J. HCA will provide the Court with a copy of the general summary of results of each debriefing.
- K. HCA shall maintain confidentiality pursuant to Welfare and Institutions Code section 5328.
- L. HCA and the Court's Jury Commissioner or his designee will assess the program to review the process and develop recommendations. HCA will provide the Court with recommendations regarding ongoing program needs, including the feasibility of continuing the service from HCA.

**II. COST OF SERVICES**

These services are provided by the County at no cost to the Court.

**ATTACHMENT F-1 – OC Public Works: Pony Mail**

**COUNTY TO COURT SERVICES  
OC Public Works: Pony Mail**

**I. SCOPE OF SERVICES**

OC Public Works/Pony Mail will deliver mail to the address listed in Section II “Cost of Services” in this attachment twice daily. The first drop shall be between 8:00 a.m. and 8:30 a.m. and the 2<sup>nd</sup> drop shall be after 1:00 p.m. daily.

**II. COST OF SERVICES**

The estimated annual cost for pony mail services will be billed as provided in Exhibit 1.

<u>Location</u>	<u>No. of Stops</u>
Central Justice Center	2

**III. PAYMENT PROCESS**

OC Public Works will invoice the Court for pony mail services annually based upon the agreed upon number of pony mail stops. Annual payment will be made in accordance with Section VI “Compensation for Services” of the MOU.

**ATTACHMENT F-2 – OC Public Works: Parking Services****COUNTY TO COURT SERVICES  
OC Public Works: Parking Services****I. SCOPE OF SERVICES**

County provided parking for Court employees and users is identified in the Transfer Agreements and Joint Occupancy Agreements between the County and the Judicial Council (the Agreements). Parking services that require payment by the Court are listed below. The County will provide parking services requested by the Court to accommodate both visitor and employee parking. These services include, but are not limited to, monthly employee parking, visitor parking validation services, and participation in the debit card program.

<u>Service</u>	<u>Method for Calculating Actual Cost</u>
Monthly Employee Parking Permits at the Stadium Parking Structure	Units per month x number of participating employees
Monthly Employee Parking Permits for Court employees with disabilities at the Library Parking Structure	Units per month x number of participating employees
Monthly Public Parking Permits for Court employees at the Library Parking Structure.	Units per month x number of participating employees The Court will determine employer/employee split.
Validation program to reimburse the County for parking in public lots at prevailing hourly rates. (CJC and LJC only)	Actual hourly charges per parking tickets

**II. COST OF SERVICES**

The estimated annual cost of each service will be billed as provided in Exhibit 1. The actual cost will be based on actual usage. Parking rates may be revised in accordance with the Vendor Agreements, which reflects prevailing market rate.

**III. PAYMENT PROCESS**

Payment for actual costs shall be made via the invoice billing method as specified in Section VI "Compensation of Services" of the MOU. The Superior Court is responsible for unpaid amounts pertaining to their employees.

**ATTACHMENT F-3 – OC Public Works: Locksmith Services**

**COUNTY TO COURT SERVICES  
OC Public Works: Locksmith Services**

**I. SCOPE OF SERVICES**

The County will continue to provide Locksmith services at the request of the Court. The County shall provide Court access to the County intranet to allow the Court to complete facility maintenance work requests via the Facilities Maintenance Work Request System.

**II. COST OF SERVICES**

Any locksmith services requested by the Court will be billed to the Court at cost, including overhead.

**III. PAYMENT PROCESS**

Payment for actual costs for Court requested services will be made via the invoice method as specified in Section VI “Compensation for Services” of the MOU.



**ATTACHMENT F-4 – OC Public Works: Facilities Maintenance Services****COUNTY TO COURT SERVICES  
OC Public Works: Facilities Maintenance Services****I. SCOPE OF SERVICES**

The County and the Judicial Council of California, formerly the Administrative Office of the Courts (AOC), 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, and Community Court which are located in Orange County, California (together, the “**Court Facilities**”). The responsibility for Court Facilities has transferred from the County to the State. The JCC is responsible for providing Building Maintenance per the terms of the JOAs. The JCC has delegated maintenance and repair services of Court Facilities to the Orange County Superior Court (OCSC).

The purpose of this attachment is to allow the Court to utilize Orange County Facilities Maintenance Services, as mutually agreed, to assist with facility related emergencies, act as a consultant for facility related services, and/or to support work performed by Court employees and/or contractors. All services are dependent on available County resources and approval of County Facilities Maintenance Management.

Upon request by the Court via the Orange County Facilities Work Request System, the County shall provide service as they would for County facilities as approved by County Facilities Maintenance Management. Services may include, but are not limited to maintenance, repair, and/or consultation for Building Automation Systems, electrical systems, conveyance systems, HVAC systems, plumbing systems, generators, and carpentry services.

**II. COST OF SERVICES**

Services requested by the Court will be billed to the Court at actual cost, including overhead.

**III. PAYMENT PROCESS**

Payment for services shall be made via the invoice billing method as specified in Section VI “Compensation for Services” of the MOU.

**ATTACHMENT F-5 – OC Public Works: Fleet Maintenance Services****COUNTY TO COURT SERVICES  
OC Public Works: Fleet Maintenance Services****II. SCOPE OF SERVICES**

The County shall provide scheduled general and preventative maintenance, remedial repairs, smog certification, and parts acquisition and management to maintain a fleet of five (5) Court owned vans with a general average usage of 8,000 miles annually.

The County will furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain this fleet in safe operating condition.

**1. Conditions for Maintenance/Repair Services**

- A. The County shall obtain approval from the Court's Project Manager(s) of all repairs beyond basic maintenance prior to work being done on vehicle.
- B. All parts to be new, not rebuilt or used, and conform to manufacturer's specifications. The County is to have an adequate inventory of both common and special parts to ensure adherence to desired turnaround times.
- C. Repairs are to generally be completed within 24 hours of receipt of vehicle.
- D. Rental vehicles shall be provided by the County to the Court for vehicles in service when available, at the current approved rental rate, as approved by the Board of Supervisors.
- E. Routine maintenance is to be completed within four (4) hours of receipt of vehicle, if an appointment is made prior to vehicle drop-off.
- F. A basic safety check of the vehicle is to be conducted after each repair or maintenance service.
- G. Provide windshield glass repair or replacement.
- H. Court vans will be delivered and picked up at the nearest repair site by Court personnel, unless towing is required.
- I. The County shall include individual vehicle charges on separate repair orders for each service visit.
- J. Scheduled maintenance reminders shall be sent by the County via email to both the Facilities Management and Records & Exhibits Management Departments for their respective vehicles to the following email addresses:  
[cjcehibits@occourts.org](mailto:cjcehibits@occourts.org) with a copy to [bgrantham@occourts.org](mailto:bgrantham@occourts.org),  
[ibasurto@occourts.org](mailto:ibasurto@occourts.org) and [APalumbo@occourts.org](mailto:APalumbo@occourts.org).

**2. Warranty**

The County will provide that the workmanship supplied shall be of the highest quality and free from defects and that parts and materials are in accordance with the original equipment manufacturers specifications and shall be of the highest quality and free from defects.

**ATTACHMENT F-5 – OC Public Works: Fleet Maintenance Services****3. Fuel and Maintenance Service Locations**

The County will furnish fuel and car wash services and will establish a fuel account for all five Court vehicles for use at the following locations:

**For Maintenance & Fuel:**

OC Public Works  
445 Civic Center Drive West  
Santa Ana, CA 92701

**Fuel Only – Fruit Street**

1102 East Fruit Street  
Santa Ana, CA

**4. Roadside Assistance**

The County will furnish roadside assistance that includes: tire changes, flat repairs, battery charging and replacement, and 24-hour towing for distances of up to 25 miles.

The services to the Court 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.

**II. COST OF SERVICES**

Services requested by the Court will be billed to the Court at the current approved rates, as approved by the Board of Supervisors, including overhead, as provided in Exhibit 1.

1. There are no surcharges on CWCAP (Countywide Cost Allocation Plan) and OCPW Indirect Costs, which are prorated based on each department's percentage of total Fleet expenditures and are billed separately.
2. Rates for Fleet Technician apply rather than Automobile, Equipment, and Body & Paint Mechanic as approved in the classification study approved by the Board of Supervisors March 14, 2017.

**III. PAYMENT PROCESS**

Payment for services shall be made via the invoice billing method as specified in Section VI "Compensation for Services" of the MOU.

**ATTACHMENT G – Information Technology****COUNTY TO COURT SERVICES  
Information Technology****I. SCOPE OF SERVICES**

Services related to programming, analysis, data storage, computer processing, and data center support. Additional specialized services negotiated on a project basis upon request by the Court.

**1. Network Systems****1.1 The County will provide or be responsible for the following:**

- A. Ongoing maintenance of the Orange County enterprise Wide Area Network (WAN). Said maintenance will be defined as the network connection between the County's enterprise WAN and the Court's WAN.
- B. Intranet access to the County'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.
- C. Ability for the Court to forward all Hosts with County Domain Names to the County's Domain Name Server.
- D. Notification shall be provided to the Court designee(s) of "planned network changes" for modification to the County Network that may affect the Court's WAN, prior to, and after completion. Notification shall also be provided to the Court's designee(s) 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. Since the Court does not have access to the web Change Request (CRQ) system, e-mail 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 that a normal CRQ must be submitted at least seven (7) working days prior to actual work. In the absence of the identified notification, the changes will be considered an emergency CRQ.
- E. Central IT Service Desk shall coordinate response/resolution of trouble tickets placed by Superior Court designee within the scope of OCIT area of responsibility. Court staff is expected to perform extensive testing and troubleshooting before opening trouble tickets. Court will have technical information and a qualified engineer to assist in troubleshooting. The Central IT Service Desk shall be the method for placing, updating, and closing service calls.
- F. OCIT shall make available such technical resources as necessary to work with Court project management on any modification that impacts the technical performance, policy, procedures, or security of either the Court's network or the County's.

**1.2 The Court will provide or be responsible for the following:**

- A. Notification shall be provided to OCIT designee of "planned network changes" for modification to the Court's network that may affect the County'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 Court's designee for "unplanned critical failures." The "Notification for an 'unplanned critical failure or outage' shall be made as soon as

**ATTACHMENT G – Information Technology**

possible after the incident has been discovered. Since the Court does not have access to the web Request for Change (RFC) system, e-mail shall be the method of notification. Notification shall specify required technical resources within the County 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 County. Requests must be submitted at least seven (7) working days prior to actual work. In the absence of the identified notification, the changes will be considered an emergency request.

- B. The Court shall submit an OCIT Service Desk ticket to report failure between the County's WAN and the Court's WAN only after a complete check and test of the internal Court network. The trouble ticket shall be the method for placing, updating, and closing service calls.
- C. Court Technology Services (CTS) Help Desk shall coordinate responses and resolution of trouble tickets placed by County designee within the scope of CTS' area of responsibility. County's OCIT staff is expected to perform extensive testing and troubleshooting before opening trouble tickets. OCIT 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.
- D. Court shall make available such technical resources as necessary to work with OCIT project management on any modification that impacts the technical performance, policy, procedures, or security of either the Court's or the County's network.

### 1.3 Prohibitions

- A. OCIT 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 disconnect all network connectivity until foreign traffic is resolved to both parties' satisfaction.
- B. OCIT 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.
- C. In the event a need arises to establish video communications via the County network, the Court agency requiring said access will initiate a request with OCIT. Court managed VOIP traffic is not planned to pass through the County's network; should this plan change, the Court will communicate the need in advance and in writing to OCIT designee.
- D. The Court 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 County's network.
- E. The County 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.

**ATTACHMENT G – Information Technology**

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

**1.4 Additional Services**

- A. Additional specialized services may be negotiated on a project by project basis upon request of the Court. This would include, but not be limited to, projects that arise during the Term of the existing MOU.

**II. COST OF SERVICES**

The estimated annual cost of each service will be billed as provided in Exhibit 1.

**1. Data Center Services**

Costs for services and equipment used by the Court shall not exceed the rates charged to County agencies, departments and other non-County customers for such services and equipment and includes overhead. The project cost for additional specialized services requested by the Court that are not covered by existing IT rates shall be negotiated and agreed upon before said additional specialized services can begin.

**2. Network Systems**

Network Systems Connectivity - Actual units/services/equipment used by the Court that do not exceed the rates charged to County agencies, departments and non-County customers for such services, including overhead. The project cost for additional specialized services shall be negotiated and agreed upon before said additional specialized services can begin.

**3. Enterprise Modern Workplace**

The County will provide or be responsible for Enterprise Modern Workplace Support to enhance workspaces, foster increased employee technology engagement and productivity through web-based tools. Users will benefit from flexible access, heightened security, and reduced infrastructure reliance. The County's responsibilities encompass delivering Microsoft 365 services, governance tools, implementation, and training for cloud applications, as well as developing the County Intranet on SharePoint Online and providing essential services like Exchange Online, Microsoft Teams, OneDrive, and Power BI.

**III. PAYMENT PROCESS**

Payment for actual cost will be made via the invoice billing method as specified Section VI "Compensation for Services" of the MOU. Due to the complex nature of the monthly billing requirements for the various information technology services, the Court hereby agrees that the County may bill the Court a flat monthly fee to be mutually agreed upon by both parties and which shall be based upon the total estimated annual cost for services. On or before the final day of the month immediately following the end of each quarter, the County shall provide the Court with an actual accounting of costs for the quarter. If the estimated monthly payments are greater than actual costs, the County shall immediately process a reimbursement to the Courts for the difference. If the estimated monthly payments are less than actual costs, the County shall invoice the Court for payment of the difference as specified in Section VI "Compensation for Services" of the MOU.

**ATTACHMENT H – Court Alternate Facility Assistance****COUNTY TO COURT SERVICES  
Court Alternate Facility Assistance****I. SCOPE OF SERVICES**

The Court has a legal obligation to ensure continuity of critical courtroom operations even in times of an emergency. The continuation of these critical courtroom operations ensures the safety and constitutional rights of Orange County residents. There may be instances when an entire courthouse or areas within a courthouse are non-operational due to an emergency incident (e.g. power outage, flooding, etc.). The Court will make every attempt to move critical cases and hearings to another Court facility. In the event no space is available at a remaining courthouse, the Court would need to set up temporary courtrooms for critical courtroom proceedings. The Court would seek to identify alternate facilities per their continuity of operations plan. However, as a last resort, the Court may request use of available facility space within County facilities to hold these critical courtroom proceedings. Specifically, the Court believes it can utilize County training room facilities as temporary courtrooms in an emergency.

The County will not be required to provide alternate facility assistance if the County, in its sole judgement, is itself affected by an emergency or that offering up facility space would have an unreasonably negative impact on the County's operations or ability to serve the public.

**1. PROGRAM DESCRIPTION****i. Facilities and IT Related**

The Court will only utilize facility space as allowed by the County. The County may adjust the scope of facility space if the County deems that the assistance to the Court is having a negative impact on the County's business needs.

The Court will comply with occupancy and fire code regulations when utilizing the County's facility space.

With permission from the County, the Court may utilize the County's public Wi-Fi as needed (and to the extent available).

The Court will utilize its own facility and court technology personnel for workspace/courtroom setup.

The County will provide some form of access control method (e.g. keys or keycard) so that Court personnel can access needed areas. The Court will comply with all access control policies set forth by the County.

**ii. Security Related**

The Court will provide armed security personnel for temporary courtroom proceedings at the County's facilities, including but not limited to bailiff(s), weapons screening, and overall courtroom security. Security will be staffed with OCSD Court Operations personnel.

**ATTACHMENT H – Court Alternate Facility Assistance****iii. Exercises**

The Court may, upon mutual agreement of the County, participate together in drills/exercises to assess its alternate facility plan. The Court and County must mutually approve beforehand the scope and length of any drill/exercise conducted.

**iv. Termination**

The County retains the right to withdraw some or all alternate facility assistance at any time. Notice of intent to withdraw assistance must be communicated in writing to the Court 24 hours in advance to allow for the Court to demobilize operations at a County facility.

**v. Worker's Compensation Coverage**

The Judicial Council of California (JCC) is the policymaking body of the California Court. The JCC self-funds its exposure for workers' compensation claims, with the program being administered by the JCC. The self-funded workers' compensation program is referred to the Judicial Branch Workers' Compensation Program (JBWCP) and claims administration services are provided by AIMS. The Orange County Superior Court is one of the participating members of the JBWCP. Court staff who are working in an alternate facility within a County building are covered under JBWCP.

**vi. Indemnification**

1. The parties waive pursuant to Government Code section 895.4 the pro rata (per capita) risk allocation provided by Government Code section 895.6.
2. 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.

**II. COST OF SERVICES**

The Court is responsible for reimbursing the County for reasonable costs associated with alternate facility assistance. Such costs will be limited to extraordinary expenses of the County, such as supplies, equipment, personnel costs above normal salaries and benefits (such as overtime), as well as utilities and other facilities-related expenses. The County will invoice the Court for all such extraordinary reimbursable costs for alternate facility assistance with an itemized statement as soon as practicable after the costs are incurred, but not later than sixty (60) calendar days following the provision of assistance.

**III. PAYMENT PROCESS**

Payment for actual cost will be made via the invoice billing method as specified in Section VI "Compensation for Services" of the MOU.



**ATTACHMENT 1 – Alternate Defense****COURT TO COUNTY  
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.

**II. COST OF SERVICES**

County shall reimburse the Court for costs incurred by the Program. The Court will manage all aspects of the Program with a continual commitment to responsibly evaluate processes and procedures. The Court will establish appropriate service contracts and invoicing protocols, while being diligent in its fiduciary responsibilities. The County may review Alternate Defense costs to find alternatives to reduce the overall program cost.

The estimated annual cost of each service will be billed as provided in Exhibit 1. This amount includes estimated salary and benefit costs for staff who support the Alternate Defense Program and provide 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.

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

- 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 justice (delinquency) cases, as specified in Welfare and Institutions Code section 602; and
- Psychological evaluations, investigative and other ancillary services for juvenile dependency cases, as specified in Welfare and Institutions Code section 300.

**III. PAYMENT PROCESS**

Payment for services shall be made via the invoice billing method as specified in Section VI “Compensation for Services” of the MOU.

**ATTACHMENT 2 – Custodial Services****COURT TO COUNTY  
Custodial Services****I. SCOPE OF SERVICES**

The County and the Judicial Council of California (JCC), formerly 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, referred to as “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 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.

**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 / JCC</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%
CJC, Santa Ana	91.17%	8.83%

The estimated annual cost of each service will be billed as provided in Exhibit1. This amount includes CJC custodial services and supplies and 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 actual costs of custodial services provided by the Court shall be made via the invoice billing method as specified in Section VI “Compensation of Services” of the MOU.

**ATTACHMENT 3 – Pretrial Services****COURT TO COUNTY  
Pretrial Services****I. SCOPE OF SERVICES**

Pursuant to Penal Code section 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 Pretrial Services Unit.

The Court's Pretrial Services unit shall provide the following services:

- Conduct pre-arraignment interviews and in-office investigations of the character and financial status of felony in-custody defendants, to determine suitability for pre-trial release on own recognizance, as authorized by a magistrate, and bail setting in accordance with the Orange County Uniform Bail Schedule
- 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) accommodate work stations for four Pretrial Service Officers. The work space provides adequate space for multiple computer systems, printers, office supplies and writing space. Additionally, the work space includes two interview windows for male defendants and one interview window for female defendants.

**II. COST OF SERVICES**

The estimated annual cost of each service will be billed as provided in Exhibit 1. This amount includes salary and benefits costs for the equivalent of 18.0 full-time staff excluding workers' compensation. The budget allocation includes bilingual shift-differential, holiday compensation, overtime cost, and services and supplies. Staff will code their time, as applicable, to the Pretrial Services Unit (project no. N1149), which will be the basis for invoicing actual salary and benefit costs.

**III. PAYMENT PROCESS**

Payment for services shall be made via the invoice billing method as specified in Section VI “Compensation for Services” of the MOU.

**COURT TO COUNTY  
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 the 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.

**II. COST OF SERVICES**

The estimated annual cost of each service will be billed as provided in Exhibit 1.

This amount includes salary and benefits costs for Court staff, court reporter services, training, professional services including investigative services, grand juror, and general office expenses. This does not include the cost for Grand Jury Transcripts; however these costs are included in Attachment 7. The County staff provides information technology services to Grand Jurors. Court will not provide such services or bill County for information technology services.

The County is responsible to pay for some Grand Jury costs directly, such as estimated per diem and mileage for Grand Jurors, Information Technology Services, and Workers' Compensation for 19 Grand Jury members, which by law shall be paid by the County Treasurer out of the County's General Fund.

Although the estimated cost includes per diem reimbursement at the current rate, this may change if the Board of Supervisors approves any changes to the in per diem reimbursements.

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.

**ATTACHMENT 4 – Grand Jury**

Per Penal Code section 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 VI “Compensation for Services” of the MOU. All invoices shall be accompanied by supporting documentation.

Pursuant to Penal Code section 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 5 – Juvenile Justice Commission**

**COURT TO COUNTY  
Juvenile Justice Commission**

**I. SCOPE OF SERVICES**

Per Welfare and Institutions Code section 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.

**II. COST OF SERVICES**

The estimated annual cost of each service will be billed as provided in Exhibit 1. Costs to be reimbursed will be done at actual costs and include salary and benefits costs for 1.3 staff, and related services and supplies.

**III. PAYMENT PROCESS**

Payment for actual costs shall be made via the invoice billing method as specified in Section VI “Compensation for Services” of the MOU.

**ATTACHMENT 6 – Building Key Cards Services****COURT TO COUNTY  
Building Key Card Services for County****I. SCOPE OF SERVICES**

The County and the Judicial Council of California (JCC), formerly 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 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 2. The JCC 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 JCC 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 Court shall be responsible for issuing or encoding existing Key Cards and Photo Identification Cards (IDs) for County personnel and County-authorized contractors requiring access to Court Facilities.

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 coordinate a time with the County Departments to issue Court Photo IDs and program the Key Card Access database to provide the required access for the individual Key Card. 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: 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 Court-issued Key Cards/Photo IDs.

In addition to the provisions of Section VIII, “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 that includes the employee name, Agency/Department, card

## **ATTACHMENT 6 – Building Key Cards Services**

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.

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

As provided in Exhibit 1, 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**

Payment for services shall be made via the invoice billing method as specified in Section VI “Compensation for Services” of this MOU.



**ATTACHMENT 7 – Human Resources and Other Services****COURT TO COUNTY  
Human Resources and Other Services****I. SCOPE OF SERVICES**

The Court, upon mutual agreement of the Court and County, 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.

**II. COST OF SERVICES**

The County shall reimburse the Court for actual costs, including salaries and benefits, as provided in Exhibit 1. The actual costs may include but are not limited to:

1. The compensation 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.
2. 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 June 30, the Court shall bill the County for the overtime at that time.
3. Any expenses incurred related to the County assignments including but not limited to travel and training costs.

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

**III. PAYMENT PROCESS**

Payment for services and costs shall be made via the invoice billing method as specified in Section VI "Compensation for Services" of the MOU.

**ATTACHMENT 8 – Grand Jury Transcripts**

**COURT TO COUNTY  
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 section 938.3, court reporter costs are charges against the County for an indictment hearing with charges to be paid from the County Treasury.

**II. COST OF SERVICES**

The estimated annual cost of each service will be billed as provided in Exhibit 1. The County shall reimburse the Court for the 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 shall be made via the invoice billing method as specified in Section VI "Compensation for Services" of the MOU.

**ATTACHMENT 9 – Facilities Management Services****COURT TO COUNTY SERVICES  
Facilities Management Services****I. SCOPE OF SERVICES**

The County and the Judicial Council of California (JCC), formerly the Administrative Office of the Courts (AOC), have entered into Transfer Agreements (“TAs”) 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, and Community Court which are located in Orange County, California (together, the “**Court Facilities**”). The responsibility for Court Facilities has transferred from the County to the State. The JCC is responsible for providing Building Maintenance per the terms of the JOAs. The JCC has delegated maintenance and repair services of Court Facilities to the Orange County Superior Court (OCSC).

The purpose of this attachment is to allow the County to utilize the Court, as mutually agreed, to assist with facility related requests that are not covered as part of the Transfer Agreements and Joint Occupancy Agreements.

Upon request by the County, the Court shall provide service as they would in Court Exclusive-Use Areas as approved by Court Facilities Management. Services may include, but are not limited to duress system additions/modifications, carpeting, paint, and minor facility modifications. All services are dependent on available Court resources and approval of Court Facilities Management.

**II. COST OF SERVICES**

As provided in Exhibit 1, services requested by the County will be billed to the County at actual costs, including overhead.

**III. PAYMENT PROCESS**

Payment for services shall be made via the invoice billing method as specified in Section VI “Compensation for Services” of the MOU.

**ATTACHMENT 10 – County Alternate Facility Assistance****COURT TO COUNTY SERVICES  
County Alternate Facility Assistance****I. SCOPE OF SERVICES**

The County has a legal obligation to ensure continuity of critical operations even in times of an emergency. The continuation of these critical operations ensures the safety and constitutional rights of Orange County residents. There may be instances when an entire County facility is non-operational due to an emergency incident (e.g. power outage, flooding, etc.). The County will make every attempt to move critical operations to another County facility. In the event no space is available at a remaining County facility, the County would need to set up temporary facilities for critical County operations. The County would seek to identify alternate facilities per their continuity of operations plan. However, as a last resort, the County may request use of available facility space within Court facilities to continue these critical County operations.

The Court will not be required to provide alternate facility assistance if the Court, in its sole judgement, is itself affected by an emergency or that offering up facility space would have an unreasonably negative impact on the Court's operations or ability to serve the public.

**1. Facilities and IT Related**

The County will only utilize facility space as allowed by the Court. The Court may adjust the scope of facility space if the Court deems that the assistance to the County is having a negative impact on the Court's business needs.

The County will comply with occupancy and fire code regulations when utilizing the Court's facility space.

With permission from the Court, the County may utilize the Court's public Wi-Fi as needed (and to the extent available).

The County will utilize its own facility and court technology personnel for workspace/courtroom setup.

The Court will provide some form of access control method (e.g. keys or keycard) so that County personnel can access needed areas. The County will comply with all access control policies set forth by the Court.

**2. Security Related**

The County will provide security personnel for temporary County operations as needed.

**3. Exercises**

The County may, upon mutual agreement of the Court, participate together in drills/exercises to assess its alternate facility plan. The Court and County must mutually approve beforehand the scope and length of any drill/exercise conducted.

**ATTACHMENT 10 – County Alternate Facility Assistance****4. 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.

**II. COST OF SERVICES**

The County is responsible for reimbursing the Court for reasonable costs associated with alternate facility assistance. Such costs will be limited to extraordinary expenses of the Court, such as supplies, equipment, personnel costs above normal salaries and benefits (such as overtime), as well as utilities and other facilities-related expenses. The Court will invoice the County for all such extraordinary reimbursable costs for alternate facility assistance with an itemized statement as soon as practicable after the costs are incurred, but not later than sixty (60) calendar days following the provision of assistance.