

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF SOLANO AND THE SOLANO COUNTY COURT  
FOR COLLECTION AND ACCOUNTING OF INDIGENT DEFENSE FEES AND FOR  
THE PROVISION OF GRAND JURY CLERICAL SUPPORT

This Memorandum of Understanding (MOU) is made on March 27, 2012, between the County of Solano (County) and the Solano County Superior Court (Court), who agree as follows:

1. Recitals. The parties make this MOU with reference to the following facts and objectives:
  - a. The funding responsibility for the Court transferred from the County to the State, pursuant to AB 233, effective January 1, 1998, and the roles and responsibilities of the County and Court were realigned.
  - b. The parties wish to maintain the cooperative working relationship in providing certain services that mutually benefit both organizations.
  - c. This MOU defines the scope of services and respective roles and responsibilities of the County and Court to achieve the cooperative goal.
2. Scope of Services. Each party agrees to perform their respective roles, responsibilities and services set forth in the Scope of Services, attached as Exhibit A and incorporated by this reference.
3. Term. This MOU will remain in effect from the date of approval for an initial term through June 30, 2013. County and Court will provide a 90-day notice of intent to modify or terminate any portion of this agreement prior to June 30<sup>th</sup> of each Fiscal Year. Unless the parties either mutually or unilaterally terminate this MOU by June 30<sup>th</sup> of each Fiscal Year, this MOU will be automatically continued on an annual basis upon the same terms and conditions of the initial term.
4. Notices. The respective administrative offices of the County and the Court will receive any notice necessary to the performance of this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and no terms, conditions or obligations exist other than those contained in this agreement. The parties approved this MOU the day and year written above.

COUNTY OF SOLANO

SOLANO COUNTY SUPERIOR COURTS

By: 

Linda J. Seifert, Chair

By: 

Paul L. Beeman, Presiding Judge

APPROVED AS TO FORM  
Office of County Counsel

By: 

Date: 3/15/12

## SCOPE OF SERVICES

### **1. Public Defender Administration Fee**

The Court agrees to inform indigent defendants of the Public Defender Administrative Fee, originally approved by the Board of Supervisors in January of 1997, pursuant to Penal Code sections 987.5 and 903.15, in the statutory amount currently in effect and as may be amended throughout the term of this MOU. The Court also agrees to direct defendants whose case has been assigned to the County's Public Defender, Conflict Defender or Court Appointed Attorney to submit to a determination of financial ability by the County's designated Financial Evaluation Officer and to order defendants to pay their determined share of costs.

### **2. Collection of Fees for Penal Code Section 1203.4/1203.4a Petitions**

The Court agrees to require reimbursement from defendants as authorized by Penal Code section 1203.4 and 1203.4a. When the Court orders the fees pursuant to these sections, in the statutory amount currently in effect and as may be amended throughout the term of this MOU, the Court agrees that upon receipt, the County's share of the fee will be distributed to the appropriate County department, either to the District Attorney (Budget Unit 6513 / 9703) or Probation (Budget Unit 6671/9618), based on which department performed the investigation. The money will be distributed based on the daily distribution deposited to the County Treasury.

The parties agree that when the Court orders reimbursement in an amount less than the statutory rate based on a defendant's inability to pay, the ordered fee will be shared equally between the County and the Court in the same manner as set forth above.

### **3. Indigent Defense Accounting**

The Court agrees to provide limited accounting services to the County related to processing vendor claims for Court-appointed attorneys to represent defendants who committed crimes while incarcerated in one of the State prisons in the County and in indigent defense conflict cases. Such accounting services will include the verification of the accuracy of all attorney invoices and a determination that such invoices comply with the Court-ordered billing rates and fees prior to submission to the County Auditor-Controller for payment without further review. The Court shall bill the County for salary and benefit costs based on the actual time of the clerical staff assigned to this service in an amount not to exceed \$36,000 per fiscal year. The rate will be adjusted in subsequent fiscal years to reflect any cost of living increases if a contract extension is approved by both parties.

### **4. Grand Jury Clerical Support**

The Court agrees to provide clerical support (equivalent to a County Office Assistant II position, and not to exceed 0.5 FTE) to the Grand Jury. The clerical support staff shall assist with agendas, minutes, record-keeping, correspondence, mail, telephones and preparation of vendor claims for submission to the County Administrator's Office. The

County shall be responsible for approving and processing all vendor claims for payment and perform all other departmental accounting functions.

The Court shall bill the County for salary and benefits based on the actual time of the clerical staff assigned in support of the Grand Jury in an amount not to exceed \$35,700 per fiscal year. The rate will be adjusted in subsequent fiscal years based on the same percentage COLA increase for a County Office Assistant II.

Vendor Claims for reimbursement of Grand Jury expenditures shall be submitted quarterly in accordance with the County's established policies and procedures. Court agrees to submit the final vendor claims for reimbursement of clerical support within 10 days of the end of the fiscal year.