



Legislation Text

File #: 12-0199, Version: 1

Approve a Memorandum of Understanding between the County of Solano and the Superior Court of California, County of Solano, for the provision of support services, including Grand Jury support, for an initial term of July 1, 2011 through June 30, 2013

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The County Administrator recommends approval of a Memorandum of Understanding (MOU) between the County of Solano and the Superior Court of California, County of Solano, for the provision of support services, including Grand Jury support, for an initial term of July 1, 2011 through June 30, 2013.

SUMMARY/DISCUSSION:

Since the separation of the Court from County government, as a result of the passage of AB 233 (the Trial Court Funding Act of 1997) in FY1997/98, through today, the Court has continued to provide and receive certain County services through memoranda of understanding and other contractual agreements.

A significant portion of services provided to the Court (i.e., information technology services, Court security and facility services) have separate agreements. The MOU (Attachment A) before the Board today provides for the Court and the County to coordinate the provision of the following residual services:

- 1) An agreement to: a) inform indigent defendants of the Public Defender administrative fee per Penal Code Sections 987.5 and 903.15; b) support financial evaluations to determine ability to pay for legal services; and c) support orders from the Court to require defendants to pay their share of costs.
- 2) The collection of filing fees applicable per Penal Code Section 1203.4/1203.4a petitions when ordered and collected by the Court.
- 3) Limited accounting services to the County for processing vendor claims for Court-appointed attorneys.
- 4) Clerical support to the Grand Jury (equivalent to a County Office Assistant II position, and not to exceed 0.5 FTE) for each fiscal year.

Approval of the MOU will ensure continued delivery of service to the County and delineate the annual payments between the County and Court through June 30, 2013. The MOU will automatically remain in effect each fiscal year thereafter, unless the parties either mutually or unilaterally provide a 90-day notice, prior to June 30th of each fiscal year, of intent to modify or terminate the MOU.

FINANCIAL IMPACT:

The MOU provides for payments between the County and Court for the aforementioned fees and services. The impacted departmental budgets (e.g., Grand Jury) include sufficient appropriations for the costs of services provided by the Court or revenues for fees or services provided/collected by the Court (e.g., Public Defender).

ALTERNATIVES:

The alternatives available to your Board include:

- 1) Deny the recommendation and not approve the MOU, in which case, no formal agreement will be in place to memorialize and clarify the roles of County departments and the Court in relation to the residual services; or
- 2) Direct that specific language be amended or deleted from the agreement.

OTHER AGENCY INVOLVEMENT:

County Counsel has been involved, together with the County Administrator and Court in getting this MOU before your Board in its current form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION