

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Agreement**”) is effective as of July 1, 2018 (“**Effective Date**”), by and between the Superior Court of California, County of Monterey (“**Court**”) and the County of Monterey (“**County**”) (collectively, the “**Parties**”).

### RECITALS

**WHEREAS**, the Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle) provides for transfer of the primary obligation for funding of court operations from the counties to the State. The restructuring of funding for trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and state funding of, and created a more stable and consistent funding source for, trial court operations. The Trial Court Facilities Act of 2002 (“**Act**”) was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the Judicial Council of California (“**JCC**”). The Parties enter into this Agreement to implement the provisions of the Act as it exists on the Effective Date of this Agreement;

**WHEREAS**, thereafter the State of California assumed responsibility for funding of Trial Court Operations;

**WHEREAS**, on December 31, 2008, title to the Marina court house transferred to the JCC, and on March 31, 2009 responsibility for the Monterey Courthouse, King City Courthouse, and Juvenile Courthouse transferred to the JCC via a combined transfer agreement and a Joint Occupancy Agreement that sets forth the terms and conditions for the Parties’ shared possession, occupancy, and use of the Monterey, King City, and Juvenile Courthouses. Deferred Transfer of Title and Transfer of Responsibility for the North Wing Salinas Courthouse occurred on October 12, 2010;

**WHEREAS**, concurrent with the execution of the Transfer Agreement for the Monterey, King City, and Juvenile Courthouses, the Parties entered into a Joint Occupancy Agreement under which the County and the Court occupy, operate, maintain, and repair the Monterey, King City, and Juvenile Courthouses.

**WHEREAS**, although County Court facilities have transferred pursuant to the Act, each Party continues to engage the other to provide services including, but not limited to, information technology and data services, facilities management, regional small claims advisory services, mediation fees, traffic and victim’s restitution collections, court electronic records and systems, and Civil Grand Jury administration;

**WHEREAS**, the Parties have concluded that a single document to serve as a master agreement for the collective services provided between the Parties was desirable;

**NOW, THEREFORE**, the parties hereto agree as follows:

## **AGREEMENT**

### **1. SERVICES**

- 1.1. **Scope of Services.** County shall provide to Court and Court shall provide to County, such services as set forth in the exhibits attached hereto, incorporated herein by reference, and as may be amended or added throughout the life of this Agreement (“**Exhibits**”).
- 1.2. **Compensation for Services.** In consideration for the services provided by both Parties, and subject to California Rules of Court, Rule 10.810, Court agrees to compensate County and County agrees to compensate Court as set forth in the Exhibits. The rates charged by County shall not exceed those charged to County departments or special districts for the same or similar services. Such rates may be adjusted in writing by mutual agreement upon notice by one Party to the other of the desire to change a rate, which notice shall be given on or before January 1, for rates to be effective commencing with the first day of the following fiscal year. The Parties shall endeavor to reach a mutual agreement on changed rates in a timely manner so that both parties hereto have sufficient time to give proper notice of termination under Section 2 below in the event agreement is not reached. In the event either Party determines that a funding limitation requires a reduction or elimination of service or level of service, the Parties agree that the particular service and/or level of service to be reduced shall be negotiated with, and agreed to by the Parties before any service reduction is made.
- 1.3. **Indirect and Overhead Costs.** The total cost of services to either Party include indirect and overhead costs. County charges to Court shall not include items that are not otherwise allowable Trial Court Operations under California Rules of Court, rule 10.810, California Government Code section 77003 or other applicable law or rule.
- 1.4. **Additional Services.** All charges by either Party for additional services rendered shall be made pursuant to written amendments to this agreement.
- 1.5. **Manner of Payment.**
  - 1.5.1. Either Party seeking compensation for services shall be paid in accordance with the payment provisions set forth in the Exhibits.
  - 1.5.2. The Parties shall submit written invoices with supporting documentation to the Presiding Judge of Court (the “**PJ**”), the County Administrative Officer (the “**CAO**”), or his/her designated officer (the “**Designated Officer**”) as appropriate stating in each instance the service rendered and the rate for such service (the “**Invoice**”). All charges by County to Court for services rendered shall be made only to the extent allowable under Government Code section 77003 and California Rules of Court, rule 10.810. The PJ, CAO or the Designated Officer shall review each Invoice and supporting documentation for compliance with the requirements of this Memorandum,

Government Code section 77003 and California Rules of Court, rule 10.810. Within thirty (30) business days of receipt of the Invoice, the PJ, CAO, or Designated Officer shall either approve or disapprove the Invoice in light of such requirements.

- 1.5.3. With regard to any additional services provided by either Party and beyond those services list in the Exhibits, the Party incurring the expense shall submit written invoices with supporting documentation to the PJ, CAO or his/her Designated Officer (the “**Designated Officer**”) identifying any other additional service(s) rendered (the “**Invoice**”). All charges by either Party for additional services rendered shall be made pursuant to written amendments to this agreement.
- 1.5.4. Parties agree that all invoices incurred within the term of this Agreement shall be submitted pursuant to the Exhibits.
- 1.6. **Verification.** In the event of a request by either Party for additional back-up information regarding any service being billed or the amount charged, the Party requested to provide such information shall provide the documentation within fifteen (15) days of such request.
- 1.7. **Cooperation.** Either Party may identify to the other Party outside vendors or subcontractors of goods or services used by a Party. Each Party shall at all times cooperate with such outside vendors or subcontractors so identified and shall advise the other Party of any cooperation or coordination problems that may arise.
- 1.8. **Right of Court to Substitute Performance.** Except as otherwise provided in this Memorandum or in any of the Exhibits hereto, in the event that County fails to provide any services for more than five (5) days after written notice of default and demand for performance by Court, Court shall have the right to retain an outside contractor to perform the service that County has failed to provide. County shall be responsible for any cost incurred by Court to obtain the services of an outside contractor and shall reimburse Court within thirty (30) days of receipt of an invoice from Court for such services.
- 1.9. **Dual Service Provider.** When a County employee provides the same or similar services to both Court and County and such services to Court are billed to Court on an hourly basis pursuant to this Memorandum, such employee shall record the exact amount of time such employee spent on Trial Court Operations. County shall only bill Court for the employee’s actual time spent on Trial Court Operations.

## **2. TERM/TERMINATION**

- 2.1. **Term.** The term of this Agreement is from July 1, 2018 to June 30, 2020, with two automatic one year renewals unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Parties and with County signing last.

2.2. **Termination.** Either party may terminate all or any of the services under this Agreement, by giving notice to the other Party in the manner specified in Section 9.20 below. For the purposes of this section, the terms for termination are applicable to termination of the entire agreement or any services provided hereunder.

2.2.1. Except as provided in California Government Code section 77212(b), and in Section 2.2.2 below, either party may terminate all or any of the services under this Agreement. Pursuant to California Government Code section 77212(b), such notice shall be given at least ninety (90) days prior to the end of Court's fiscal year, and shall become effective only upon the first day of the succeeding fiscal year.

2.2.2. Pursuant to California Government Code section 77212(b), if County elects to terminate a service to Court, County shall cooperate with Court to ensure that, if said service is a vital service for the Court, it shall be available from other entities that provide such services.

### **3. LIABILITY TO THIRD PARTIES; INDEMNIFICATION.**

3.1 The Parties waive, pursuant to Government Code section 895.4, the pro rata (per capita) risk allocation provided by Government Code section 895.6.

3.2 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 attorneys' 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 Memorandum, or its negligence or willful misconduct. The foregoing does not apply to the extent a claim, damage, expense, or liability arises out of an indemnified party's failure to perform its obligations under this Memorandum, or an indemnified party's negligence or willful misconduct. The right to be indemnified extends to an indemnified party's officers, employees, representatives, and agents, and:

- (a) in the case of County, this right extends to County's Board of Supervisors; and
- (b) in the case of Court, this right extends to Court's judicial officers, judges, and subordinate judicial officers, and the Judicial Council of California, including its members, officers, employees, representatives, and agents.

**4. THIRD PARTY CLAIMS.** If any third party shall notify a Party with respect to any matter (a "**Third Party Claim**") which may give rise to a claim for indemnification against the other Party under Section 3, then the Party seeking indemnification shall promptly and timely notify the indemnifying Party in writing of the Third Party Claim.

The indemnifying Party shall be relieved of any obligation or liability under Section 3, to the extent a delay by the Party seeking indemnification in giving notice of the receipt of the Third Party Claim results in any damage or prejudice to the indemnified Party. If the indemnifying Party is conducting the defense of the Third Party Claim in accordance with Section 3, the indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim, without the prior written consent of the indemnified Party (which consent shall not be unreasonably withheld). For purposes of this Section 4, notice shall be deemed served (a) to County, if notice is delivered to the Clerk of the County Board of Supervisors, and (b) to Court, if notice is delivered to the Court Executive Officer.

## **5. PERFORMANCE STANDARDS**

- 5.1. Parties warrant that County's and Court's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.
- 5.2. Parties' agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. Each Party shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

## **6. RECORDS AND CONFIDENTIALITY**

- 6.1. **Maintenance of Records.** Parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and local rules and regulations related to services performed under this Agreement. Parties shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three year period, then the Party responsible for the records shall retain said records until such action is resolved.
- 6.2. **Access to and Audit of Records.** Both Parties shall have the right to examine, monitor and audit all records, documents, conditions, and activities of either Party related to the provisions of services provided under this Agreement. The Parties will receive, reply to, and/or comply with any audit by an appropriate state audit agency that directly relates to this MOU or to funds to be handled or disbursed hereunder. The Parties will each maintain an accounting system and supporting fiscal records to comply with state audit requirements related to this MOU. Pursuant to Government Code Section 8546.7, if this Agreement involves the

expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the either Party or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

7. **NON-DISCRIMINATION.** During the performance of this Agreement, both Parties, and their subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either Parties' employment practices or in the furnishing of services to recipients. Parties shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Parties and Parties' subcontractors shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

8. **DISPUTE RESOLUTION.**

- 8.1. **Continuation of Services.** Whenever the Parties disagree on any matter governed by this Agreement, the dispute resolution process discussed in this Section 8 shall govern. Until the dispute is resolved, the Parties shall continue to provide the services and make payment for the non-disputed portion of each invoice.
- 8.2. **Request for Meeting.** If after 14 calendar days, the Parties cannot resolve a dispute, either party may give the other party a written request for a meeting between the Court Executive Officer and the CAO for the purpose of resolving a disagreement between the parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.
- 8.3. **Mediation.** If a dispute between the parties regarding the interpretation or performance of this Agreement is not resolved under section 8.2 above, the dispute shall be submitted to non-binding mediation as set forth in this Section 8.3.
- 8.3.1. **Initiation of Mediation.** Either or both of the Parties may request the initiation of mediation for any dispute described in section 8.1, by delivering a written request for mediation ("**Mediation Request**") to the other Party. The Mediation Request must (a) include a brief summary of the issues in dispute, (b) state the dates on which the requesting Party is unavailable to attend the mediation within the immediately-succeeding 90 calendar days after the delivery to the other Party of the Mediation Request, and (c) list at least three neutral mediators who are acceptable to the requesting Party for mediation of the dispute. Within five business days after the requesting Party's delivery of a Mediation Request to the other Party, the responding

Party must deliver to the requesting Party a response to the Mediation Request (“**Mediation Response**”), which must: (1) include a brief summary of the issues in dispute (which may or may not be the same as the summary provided by the requesting Party); (2) state the dates on which the responding Party is unavailable to attend the mediation within the 85 calendar days immediately following the requesting Party’s receipt of the Mediation Response; and (3) state whether any of the neutral mediators listed in the Mediation Request are acceptable to the responding Party and, if none are, then the Mediation Response must list at least three neutral mediators who are acceptable to the responding Party.

- 8.3.2. **Selection of Mediator.** Within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties will attempt in good faith to agree upon a neutral mediator to preside over the mediation. If the Parties are not able to agree upon a neutral mediator within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties must apply to the JAMS Government Dispute Resolution Group (“JAMS”) for selection of a neutral mediator to mediate the dispute. The Parties’ application to JAMS must be filed in accordance with the JAMS International Mediation Rules then in effect, and must include copies of the Mediation Request and Mediation Response. The mediator will discharge his or her duties impartially and as a neutral, independent participant to the mediation process to assist the Parties to achieve a settlement and compromise of their dispute, taking into consideration the relevant facts, applicable Law and the pertinent provisions of any relevant agreement between the County and the Court. The selection of a mediator by JAMS will be final and binding on the Parties.
- 8.3.3. **Cost of Mediation.** The Parties will share equally in payment of all costs of the mediation, including the compensation of the mediator. The Parties and the mediator must reach a written agreement regarding the mediator’s compensation and expenses before the mediation is commenced.
- 8.3.4. **Date, Time, and Place of Mediation.** In consultation with the Parties, the mediator will fix the date, time, and place of each mediation session. The mediation may be held at any convenient location agreeable to the Parties and the mediator. Mediation must be completed within 90 calendar days after the requesting Party’s delivery to the responding Party of the Mediation Request.
- 8.3.5. **Attendance at Mediation.** Both Parties must attend the mediation session(s). The Parties may satisfy this attendance requirement by sending a person familiar with the facts of the dispute, who has the authority to negotiate on behalf of, and to effectively recommend settlement to, the Party he or she represents. Any Party to the mediation may have the assistance of an attorney or other representative of its choice, at its own cost. Other persons may attend the mediation sessions only with the consent of the Parties and the mediator.

- 8.3.6. **Statements Before Mediation.** The mediator will determine the manner in which the issues in dispute will be framed and addressed. The Parties should expect that the mediator will request a premediation statement outlining facts, issues, and positions of each Party ("Premediation Statement") in advance of the mediation session. At the discretion of the mediator, the Premediation Statements or other information may be mutually exchanged by the Parties.
- 8.3.7. **Confidentiality.** The mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and verbal evidence presented in the mediation and to settlement communications made in the Premediation Statement, during the mediation itself, or otherwise in furtherance of or related to the mediation or the settlement of the dispute. The Premediation Statements will be confidential, for settlement purposes only, and will not be admissible for any purpose other than for the mediation. Without limiting the foregoing, the provisions of California Evidence Code sections 1115 through 1128, inclusive, will apply in connection with any mediation under this Agreement.
- 8.4. **Jurisdiction and Venue.** If a dispute between the Parties regarding the interpretation or performance of this Agreement is not resolved under Section 8.3 above, either Party may bring legal action to interpret or enforce this Agreement in the Superior Court of California, County of Monterey. In the event that such legal action is taken with either Party, the judges for the Superior Court of California, County of Monterey shall recuse themselves from hearing the case. Pursuant to rules and procedures established by the Judicial Council of California, the Court shall request that a judge from another jurisdiction within the State be appointed to preside over any legal action brought to interpret or enforce this Agreement.

## 9. MISCELLANEOUS PROVISIONS.

- 9.1. **Conflict of Interest.** Each Party represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 9.2. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by both Parties.
- 9.3. **Further Assurances.** Each Party hereto agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this Agreement. The Parties agree to consult with each other with regard to other, future matters to ensure optimal services are delivered to the



citizens of Monterey County balanced with the respective needs and limitations of each Party.

- 9.4. **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by both Parties. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 9.5. **Assignment and Subcontracting.** Neither Party shall assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other Party. None of the services covered by this Agreement shall be subcontracted except as contemplated by this Agreement or without the prior written approval of the other Party.
- 9.5.1. **Successors and Assigns.** This Agreement and the rights, privileges, duties, and obligations of the County and the Court under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 9.6. **Time of Performance.** Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to those business days when both Court and County are conducting business. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment shall be made or act performed on the next succeeding Court business day.
- 9.7. **Compliance with Applicable Law.** Parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 9.8. **Headings.** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 9.9. **Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement.
- 9.10. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California, without regard to its conflict of law provisions.
- 9.11. **Non-exclusive Agreement.** This Agreement is non-exclusive and both Parties expressly reserve the right contract with other entities for the same or similar services.
- 9.12. **Construction of Agreement.** Parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 9.13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 9.14. **Certification of Authority to Execute this Agreement.** County and Court certify that the individual(s) signing below on behalf of the Party has authority to execute this Agreement on behalf of the Party, and may legally bind the Party to the terms and conditions of this Agreement, and any attachments hereto.
- 9.15. **Integration.** This Agreement, including the exhibits, represent the entire Agreement between the Parties with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date of this Agreement, which is the date that the Parties sign the Agreement.
- 9.16. **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Exhibits, the provisions of those Exhibits that have been independently negotiated between the Court and a County department, shall prevail and control.
- 9.17. **Force Majeure.** Neither Party will be responsible for performance under this Agreement to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, terrorism, acts of Third Parties, or court orders or proceedings, whether foreseeable or unforeseeable.
- 9.18. **Severability.** If a term of this Agreement is inconsistent with applicable Law, then on the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.
- 9.19. **Notices.** Any notices required or permitted hereunder shall be given in writing by (a) personal delivery; (b) email; (c) prepaid first-class mail; or (d) reputable overnight delivery service; addressed as follows or to such other place as each Party may designate by subsequent written notice to the other Party:

**County:**

County of Monterey  
Attn: County Administrative  
Officer  
168 West Alisal Street  
Salinas, CA 93901

**Court:**

Superior Court of California, County of  
Monterey  
Attn: Court Executive Officer  
240 Church Street  
Salinas, California 93901

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by email, notice is effective as of the date the email was sent. If notice is given by mail, notice is effective as of three days following

the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

- 9.21 **Legislative Changes.** This Agreement is subject to negotiation with respect to any future legislation that may alter or amend any specific provision contained herein. Any addition to or alteration of the terms of this Agreement shall be made by written amendment to this Agreement in accordance with Section 9.2 above.
- 9.22 **Independent Contractor.** Each Party, with its departments as its agents, shall perform the services under this Agreement as an independent contractor, exercising due care and providing the services with such skill that is customary for providers of such services. Neither Party, nor its officers, agents and employees are, and shall not be deemed, employees of the other Party for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to the other Party's employees. Each Party shall determine, at its own risk and expense, the method and manner by which the duties imposed on that Party by this Agreement shall be performed. Neither Party shall deduct or withhold any amounts whatsoever from the reimbursement paid to the other Party, 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 for County employees who perform services pursuant to this Agreement. Court alone shall be responsible for all such payments for Court employees who perform services pursuant to this Agreement.
- 9.23 **Extraordinary Services.** The Parties understand that from time to time assistance may be required for extraordinary services due to either an internal or external need. The Parties agree to work cooperatively during these situations to assist each other within a reasonable period and that a cost for that assistance may be incurred by the responding Party and thus subject to reimbursement by the requesting Party. The Parties agree that the responding Party will respond within ten (10) days as to feasibility, date of delivery and time and costs estimate.

IN WITNESS WHEREOF, County and Court have executed this Agreement as of the day and year written below.

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF MONTEREY,**

By: \_\_\_\_\_  
Name: Chris Ruhl  
Title: Court Executive Officer  
Date: \_\_\_\_\_

ATTEST:  
Valerie Ralph, Clerk of the Board

**COUNTY OF MONTEREY, a political  
subdivision of the State of California**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
County of Monterey, Office of the County  
Counsel

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A**

### **Information Technology & Data**

1. The Parties agree that the Court will provide to the County a memo on an annual basis prior to the beginning of the next calendar year indicating the number of Court devices/network connections that are connected to the County. Such memo shall be directed to:

County of Monterey  
Information Technology Department  
1590 Moffett Street  
Salinas, CA 93905  
Attn: ITD Finance

2. The Parties agree the County will continue to provide data network access to applications Court users may need. The Court agrees to pay the amount specified by the County on an annual basis, per month, per Court device accessing County Network services. Such amount shall be consistent with the fee as set for all County and non-County users in the County's Information Technology Department's published schedule of rates.
3. The County shall make a good faith effort to maintain application access and related network services availability and a high degree of responsiveness to service outages consistent with the level of service afforded to all of County departments utilizing similar services.
4. Billing for data network access services set forth in this Exhibit A shall be issued by the County on a monthly basis after the first 90 day period this Agreement is in effect and every 30 day period thereafter.

## **Exhibit B**

### **Facilities Services**

#### **1 Custodial Services for the Monterey, King City, and Juvenile Court Facilities**

1.1 County shall provide custodial services for the Court's portion of the common areas (as defined in the Joint Occupancy Agreement between the Judicial Council of California and the County of Monterey) in the Monterey, King City, and Juvenile Court facilities and invoice the Court for reimbursement of actual costs according to the following percentages:

Monterey	50.14% of actual cost for common areas
King City	66.75% of actual cost for common areas
Juvenile	8.15% of actual cost for common areas

If parties mutually agree on modifications to the amount of square feet of occupancy/allocation, the percentages noted above may be adjusted to reflect the revised amount of area occupied/allocated at the time custodial services are provided.

If any portion of a facility is not being used, the responsible party may request that services not be provided. Custodial costs shall not be charged where services are not provided.

1.2 The Court may, at any time, send a written request to the County to review the custodial services provided by the County for the common areas. The County and the Court will meet and confer in good faith, in person or by telephone, to review the custodial services provided by the County for the common areas and identify any issues regarding the level and quality of custodial service. If both parties mutually agree that an alteration in the custodial services provided by the County requires revision to the costs, the County shall provide an estimate of the increase/decrease in revised costs to the Court. The Court and the County will share the increase/decrease in cost, as appropriate, in accordance with the percentages set forth in Section 1.1 of this Exhibit B.

1.3 The Parties agree that if janitorial services are required at the Monterey, King City, or Juvenile Court facilities due to a facility emergency related issue, the County shall provide immediate janitorial services for the common areas without prior approval from the Courts. The Court shall reimburse the County for actual costs incurred which are not covered by product or vendor warranties and/or insurance policies according to the stated percentages in Section 1.1 of this Exhibit B. In the event the County is unable to provide said services within a reasonable time period, the Court may correct the problem and invoice the County for reimbursement of actual cost according to the following percentages:

Monterey	49.86%
King City	33.25%
Juvenile	91.85%

The County agrees to make payment in full within 30 to 60 days of invoicing.

2. Billing for the facilities services set forth in this Exhibit B shall be issued by the County on a quarterly basis not more than 30 to 60 days after the first 90 day period this Memorandum is in effect and every 90 day period thereafter.

## **Exhibit C**

### **Regional Small Claims Advisory Services**

1. Court shall oversee and manage the Regional Small Claims Advisory Services on behalf of County and shall ensure compliance with the requirements found in Cal. Code of Civ. Proc. §§ 116.260, 116.940 and 2003 Cal. Ct. R. 1725 applicable to the Regional Small Claims Advisory Services.
2. The Parties further agree and understand that County shall not provide any financial support from the County General Fund for the Regional Small Claims Advisory Services and that the only source of funding for the Regional Small Claims Advisory Services is that portion of the filing fees described in CCP section 116.230 ("Small Claims Filing Fees") that is specifically allocated for the small claims advisory services by that same CCP section. If the Small Claims Filing Fees do not cover the Court's charges for the Regional Small Claims Advisory Services, the Court is responsible for funding the shortfall.
3. Within twenty calendar days after executing this Agreement, County will forward to the Court all Small Claims Filing Fees remitted from the Judicial Council of California.
4. Upon execution of this Agreement, the Court will forward a copy to the Judicial Council of California as confirmation that the Court is administering small claims advisory services and request that the Small Claims Filing Fees be remitted directly to the Court as allowed by CCP section 116.230.



## **Exhibit D**

### **Mediation Fees**

1. Court shall oversee and manage mediation services provided pursuant to Chapter 11 (commencing with Section 3160) of Part 2 of Division 8 of the Family Code.
2. Pursuant to Cal. Gov. Code § 26840.3(b), the fees received under subdivision (a) of that section will be collected by the County and deposited in the County treasury.
3. Pursuant to Cal.Gov. Code § 26840.3(b), County shall remit to Court within twenty (20) days after June 30th of each fiscal year all Cal. Gov. Code § 26840.3(a) fees collected for the prior fiscal year to support the mediation services provided by the Court pursuant to Chapter 11 (commencing with Section 3160) of Part 2 of Division 8 of the Family Code.

## **Exhibit E**

### **Grand Jury**

The chart below describes the agreement between the Parties for identifying the responsible Party for the designated civil grand jury activity and the responsible Party for the related costs to perform and deliver the activity. The Parties agree that each Party's responsibility for the outlined activities below and related costs will follow the direction of various authority relevant to civil grand jury activities, including but not limited to, Penal Code Sections 890, 890.1, 896(a), 914(b), 914(c), 925, 926(a), 931, 933, 937, 938.4 and California Rules of Court 810 and 10.625.

The Parties further agree that costs incurred will be paid directly by the responsible Party to the vendor or absorbed by the Party and will not require any form of reimbursement billing between the Parties. If a civil grand jury activity occurs that is not detailed in the chart below, the Parties will meet and identify the responsible Party for the activity and related costs.

Activity	Party Responsible for Activity	Party Responsible for Costs
<ul style="list-style-type: none"><li>▪ Recruitment and selection of civil grand jurors;</li><li>▪ organize and preside over civil grand jury swearing-in ceremony and discharge of prior year civil grand jury;</li><li>▪ interview and selection of civil grand juror foreperson</li></ul>	Court	Court
<ul style="list-style-type: none"><li>▪ Organizing civil grand jury orientation session;</li><li>▪ Identify and provide for a location for the civil grand jury orientation session</li></ul>	County	County
<ul style="list-style-type: none"><li>▪ Orientation provided to civil grand jurors, including preliminary discussion and information to civil grand jury from the Presiding Judge or designee, County Counsel and District Attorney regarding their respective advisory duties to the civil grand jury;</li></ul>	Shared – Court, County Counsel and District Attorney	N/A
<ul style="list-style-type: none"><li>▪ Professional Training to civil grand jurors arranged, contracted for and provided to the civil grand jurors;</li></ul>		

<ul style="list-style-type: none"> <li>Identify and provide for a meeting location for the civil grand jury professional training session</li> </ul>	County	County
<ul style="list-style-type: none"> <li>Identify and provide for ongoing facility space for civil grand juror meetings and committee sessions;</li> <li>Responsible for arranging for and maintaining ongoing information technology, phones, general services and courier services, as agreed to between the County and the civil grand jury</li> </ul>	County	County
Develop and maintain information on the County web site containing general civil grand jury information	County	County
Ongoing administrative support services to the civil grand jury	County	County
Civil grand juror per diem and mileage	The County shall prepare an order(s) for signature by the "...judge of the superior court of the county." PC §890.1.	County
Employing experts - Refer to <b>Note 1</b> below for details	Court and County Collaboration	County
Interpreter Services as needed by civil grand jury for investigative and interview work	County	County
Review of final civil grand jury report	Presiding Judge and County Counsel	N/A
Printing final civil grand jury report	County	County

Pre-release of civil grand jury report sections to named responders	County	County
Release of final report to the public, County Department Heads and Libraries	County	County
Capturing demographic information; preparing annual summary	Court	Court
Report Filed with State Archivist	Court	Court

**Note 1 – Employing Experts** – Pursuant to California Penal Code section 914.5, the Grand Jury may not spend money or incur obligations in excess of the amount budgeted by the Monterey County Board of Supervisors 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. The County is responsible for reviewing Grand Jury requests for special funding and presenting funding requests to the appropriate County parties pursuant to the protocols set forth in this Exhibit.

- 1) **Grand Jury Protocols** – On November 30, 2004, the Board of Supervisors approved the protocols for the selection of Grand Jury consultants and experts as follows:
  - a) Grand Jury will identify investigative need and determine if expenditure for an outside consultant or expert is consistent with Penal Code §926 and other relevant code sections.
  - b) Grand Jury will notify the Presiding Judge concerning the proposal to request contract services, including the following information:
    - i. Purpose of contracting services and overall scope of work;
    - ii. Anticipated total costs for the full scope of work;
    - iii. Duration of contract;
    - iv. Potential consultants under consideration for selection and source of referral;
    - v. Code sections allowing expenditure;
    - vi. Whether the spending limit under Penal Code Section 926(a) applies.
  - c) The Presiding Judge will receive the proposal from the Grand Jury and refer for comments from the Board of Supervisors and the County Administrative Officer on the need for, selection of and compensation of consultant.
  - d) The County Administrative Officer reviews the Grand Jury’s proposal and consults with the Presiding Judge and/or the Grand Jury Coordinating Judge about the proposal.

- e) The County Administrative Officer consults with Board of Supervisors to elicit concerns from the Board of Supervisors regarding proposal. Within ten working days after receipt of the Grand Jury's proposal to request contract services, County Administrative Officer provides written feedback and/or comment to the Presiding Judge, including any responses from the Board of Supervisors.
- f) The Presiding Judge, after due consideration of the input from the Grand Jury, the County Administrative Officer and Board of Supervisors, the Presiding Judge will approve or deny the request and notify the County Administrative Officer of his/her decision.
- g) The Grand Jury will prepare contract for services with assistance of legal counsel for Grand Jury.
- h) The Grand Jury will send contract to Presiding Judge for review and signature.
- i) The Presiding Judge: If approved, will execute contract and notify the CAO of the terms and total cost; provide copy of executed contract to the County auditor to enable the auditor to pay the consultant pursuant to the contract. And, will provide written order for payment when needed to pay consultant (Penal Code §931) and return the executed contract to the County Administrative Officer for distribution to the appropriate county divisions for contractual payments.
- j) County Administrative Office will process budget adjustment if needed.

## **Exhibit F**

### **Justice Partner Access to Monterey County Superior Court's Electronic Court Records and Systems**

The Court offers access to Court maintained systems (Systems) and data (Electronic Court Records) electronically provided by the Court to individual County Agencies for official legitimate purposes, through:

1. The Court's Justice Partner Access Website (JPAW) and Portal – Read-only access for viewing Court case records and documents by Agency users.
2. Reports compiled by the Court (e.g. Calendars).
3. Integrations between the Court's Odyssey Case Manager and an Agency's system(s) (collectively, the "Services") – Automated two-way transmission of data (court and agency records) between the Court and Agency systems based on pre-determined events.
4. Court provided Application Programming Interface (API) endpoints – One-way transmission of the case index and state change information for case records from the Court's case management system to an Agency system based on the selection criteria specified by the requesting Agency.

Access to confidential records available through 1-4 listed above is limited only to specifically designated Agency users and requires additional authorization from the Court.

Authorization to access Court Systems and records is limited to County Agency needs and is subject to an individual Agency's acceptance of conditions for access, dissemination, and use of Court records and documents set forth in the Justice Partner Memorandum of Understanding for Access to Monterey County Superior Court's Electronic Court Records and Systems (see next page).



# SUPERIOR COURT OF CALIFORNIA COUNTY OF MONTEREY

240 Church Street • Salinas, California • 93901 • (831) 775-5400  
[www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov)

## MEMORANDUM OF UNDERSTANDING

### Justice Partner Memorandum of Understanding For Access to Monterey County Superior Court's Electronic Court Records and Systems

This Memorandum of Understanding ("MOU") is entered between the Superior Court of California, County of Monterey ("Court") and \_\_\_\_\_ ("Agency") effective \_\_\_\_\_, 201X.

1. **Purpose.** The purpose of this MOU is to memorialize the parties' understanding with regard to Agency's access to Court maintained systems (Systems) and data (Electronic Court Records) electronically provided by the Court to the Agency through:
  1. The Court's Justice Partner Access Website (JPAW) and Portal – Read-only access for viewing Court case records and document by Agency users.
  2. Reports compiled by the Court (e.g. Calendars).
  3. Integrations between the Court's Odyssey Case Manager and the Agency's system(s) (collectively, the "Services") – Automated two-way transmission of data (court and agency records) between the Court and Agency systems based on pre-determined events.
  4. Court provided Application Programming Interface (API) endpoints – One-way transmission of the case index and state change information for case records from the Court's case management system to the Agency system based on the selection criteria specified by the requesting Agency.

Access to confidential records available through 1-4 listed above is limited only to specifically designated Agency users and requires additional authorization from the Court.

Subject to the conditions herein, the Court grants to Agency and its authorized employees, free of charge, online or systematic access to Systems and Electronic Court Records for the Agency's official use only.

2. **Persons Authorized Access.** Subject to the provisions of this MOU, the following persons shall have authorized access:

- a. Agency officers and employees with a specific business need shall have authorized access to non-confidential case data.
- b. For Criminal case types, only Agency officers and employees authorized by Penal Code section 13300, or other legal authority related to accessing local criminal history information, shall be entitled to access criminal Electronic Court Records pursuant to this MOU.
- c. For Juvenile case types, only Agency officers and employees authorized by Welfare and Institutions Code 827 and California Rule of Court 5.552, or other legal authority related to

*It is the mission of the Monterey County Superior Court to serve the public in a respectful, courteous and efficient manner promoting trust and confidence in the legal system by providing fair, equal and open access to justice.*

accessing local juvenile case information, shall be entitled to access juvenile Electronic Court Records pursuant to this MOU.

Per CRC 5.552(b)(3), specific persons who are authorized to access juvenile Electronic Court Records are identified in a Standing Order from the Presiding Judge of the Juvenile Court. The Standing Order will be updated by Agency and approved by the Presiding Judge of the Juvenile Court as necessary. The Standing Order and revised updated Standing Orders are incorporated into this MOU by reference.

**3. Description of Services.** The Court shall electronically provide Electronic Court Records and related Services to the Agency in a manner determined solely by the Court. Authorization to access Court Systems and records is limited to County Agency needs.

**4. Terms of Use/Confidentiality.** The Agency acknowledges that information accessed through Systems is restricted and may be confidential. Access shall be governed by all applicable laws, statutes, rules, and regulations, including those related to privacy. The Agency shall use information, data and Services received under this MOU only to perform its official duties, for internal statistical and research purposes as permitted by law, and for fulfilling employment, certification, or licensing duties.

The Agency acknowledges that all case data and information electronically provisioned by the Court for Agency access will remain the property of the Court.

For criminal and juvenile case types, the Agency accepts sole responsibility for ensuring that its employees, agents, and contractors access Systems solely for legitimate criminal and/or juvenile justice purposes; that its employees do not sell, assign, transfer, distribute, disseminate, misuse, or make any unauthorized disclosures of the information obtained from Systems; and that all employees, agents, and contractors comply with all other provisions of this MOU.

The Agency agrees to take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information.

In the event any form of data breach occurs, the Agency bears sole responsibility for notifying the affected person(s) as required by Civil Code section 1798.29.

The Agency agrees to notify the Court at [Court-ERA-Admin@monterey.courts.ca.gov](mailto:Court-ERA-Admin@monterey.courts.ca.gov) immediately whenever any form of data breach occurs.

**5. Identity Management and Access Control.** Certain Systems made available by the Court may require user authentication. Named user accounts may be used to authenticate Agency staff members and to authorize their access to Electronic Court Records. Sharing of user accounts by multiple individuals is prohibited. The Agency agrees to disable the user account and notify Court at [Court-ERA-Admin@monterey.courts.ca.gov](mailto:Court-ERA-Admin@monterey.courts.ca.gov) whenever an Agency employee no longer requires access to the Court's Systems as part of his/her job duties or the individual is no longer employed by the Agency. Each Agency shall provide a primary and secondary point of contact who would be responsible for maintaining Agency user accounts and periodically review Agency authorized users.

**6. Fees and Transaction Volumes.** The Court will provide the Services to the Agency without charge and not limit transaction volumes at this time. However, the Court will monitor Agency's usage and the costs required to provide the Services. In the event that the Court deems that the costs associated with



maintaining the Services are excessive or otherwise unmanageable, the Court reserves the right to limit transaction volumes, to terminate the Services, or to start charging a fee for the Services. The Agency will bear its own software development and ongoing costs for programs, and infrastructure associated with electronic interfaces and accessing the Court's API endpoints.

**7. Accuracy of Electronic Court Records.** The Electronic Court Records provided to the Agency are intended to be copies of current Court records at the time of provisioning. As the official Court record may be updated subsequent to the Court provisioning it to the Agency, the Electronic Court Record may not reflect the current record at a later point in time. The Court shall have no liability in the event an Electronic Court Record is not current.

**8. Staff Training.** The Agency agrees to appropriately educate its employees, agents, and contractors regarding the terms of use set forth in this MOU. The Court reserves the right to perform audits as necessary to determine compliance with this MOU.

**9. Termination.** Either party may terminate this MOU at any time and for any reason, with or without cause. The Court reserves the right to immediately suspend the Services to Agency, without prior notice, if the Court determines that this MOU has been violated by Agency or an Agency employee. The Court may reinstate the suspended the Services upon verification that such violations have been corrected and that measures have been taken by the Agency to prevent future violations.

**10. Liability and Indemnification.** Each party shall indemnify, defend, and hold harmless the other, its elected and appointed officers, employees, and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent such result from their respective acts and/or omissions arising from and/or relating to this MOU and as such would be imposed in the absence of Government Code section 895.2. The Agency shall indemnify, defend, and hold harmless the Court from any violation-of-privacy claim, violation of any law or regulation, or any other claim, arising out of the Agency's access, or its employees' access, to Systems.

It is so agreed, effective the date set forth above.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
CHRISTOPHER D. RUHL  
Court Executive Officer  
Superior Court of California, County of Monterey

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Authorized Agency Representative Signature

\_\_\_\_\_  
Authorized Agency Representative Name

\_\_\_\_\_  
Authorized Agency Representative Title

\_\_\_\_\_  
Agency Name