



County of Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 950604073
 (831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

June 13, 2002

AGENDA: June 25, 2002

Board of Supervisors
 County of Santa Cruz
 701 Ocean Street
 Santa Cruz, California 95060

County/Court Memorandum of Understanding

Dear Members of the Board:

As your Board is aware, the Trial Court Funding Act of 1997 and subsequent legislation transferred the financial responsibility for the Superior Court to the State and required that the County and the Court enter into an agreement (MOU) for specified support services provided by the County and the Court. During the 2000-01 budget hearings your Board approved a comprehensive MOU that specified the services, billing methodologies, and evaluation procedures for various services. This agreement has been extended several times to allow this office and the Court to revise the MOU to reflect statutory and other changes in the relationship between the two entities. The attached Memorandum of Understanding presented for your Board's approval today continues the existing relationship with some modifications in Personnel services in accordance with statutory requirements or mutual agreements between the Courts and the County.

IT IS THEREFORE RECOMMENDED THAT YOUR BOARD approve the attached County/Court Memorandum of Understanding and authorize the County Administrative Officer to sign on behalf of the Board of Supervisors.

Very truly yours,

Susan A. Mauriello
 County Administrative Officer

cc: Santa Cruz County Superior Court
 Auditor Controller
 Personnel Department
 Treasurer-Tax Collector
 General Services
 Information Services

Sheriff
 County Counsel

**Superior Court of California, County of Santa Cruz
and
County of Santa Cruz**

**Memorandum of Understanding
for
The Use and Provision of Court and County Services**

THIS AGREEMENT is entered into as of July 1, 2002 by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CRUZ, hereinafter referred to as the "COURT" and the COUNTY OF SANTA CRUZ, hereinafter referred to as the "COUNTY." The parties seek to formulate and maintain a cooperative working relationship and maintain the activities of the COURT and the COUNTY in a manner that ensures that services to the people of the County of Santa Cruz not be disrupted [GC 77212(a)].

By this MOU, the COURT shall continue to use and the COUNTY shall continue to provide support services attributable to Trial Court Operations (CRC Rule 810) including, but not limited to: auditor-controller services, county administrator services, county counsel services, personnel, insurances, general services, treasurer/tax collector, information systems, and sheriff security. The COUNTY shall continue to use and the COURT shall continue to provide services including, but not limited to: the collection and distribution of fees, fines, and forfeitures, and support service to the Grand Jury. Certain exceptions within these service categories are noted in the individual Exhibits attached to this agreement. Pursuant to Government Code Section 77212(d)(1) and (2) these Exhibits shall identify the scope of service, method of service delivery, term of agreement, anticipated service outcomes, and the cost of the service.

The COURT and the COUNTY hereto agree as follows:

I Term of Agreement

The term of this agreement shall be July 1, 2002 through June 30, 2003. This MOU may be extended in writing annually through mutual agreement of the parties.

II Charges For County Services

For the term of this agreement, the COURT desires to continue to receive allowable Trial Court Operations' (CRC Rule 810) support services from the COUNTY and the COUNTY desires to continue to provide the allowable support services to the COURT as described in subsequent Exhibits for each County service provider. These Exhibits are renewable each fiscal year and may be amended based upon mutual agreement between the COURT and the COUNTY. The COURT and the COUNTY agree that the COUNTY will continue to provide the COURT with direct and indirect services. Charges assessed to the COURT for these County-provided services shall not exceed the costs incurred by the COUNTY of providing similar services to COUNTY departments or special districts [GC 77009(f)].

**County of Santa Cruz and Superior Court of California, County of Santa Cruz
MOU- 2002-2003**

Page 2

Direct charges include the costs of direct services that County departments provide to the COURT. Indirect charges include those costs that the COUNTY allocates annually to the COURT pursuant to the OMB A-87 Cost Allocation Plan (CAP). The CAP details the actual expenditures of departments that provide indirect services to the Court and specifies allocation methodologies the departments use to distribute costs. The attached Exhibits identify each County department from which direct and indirect services are requested and hereby incorporated into the MOU.

The Exhibits identify a method of determining cost of services, the scope of services, the method of service delivery, performance standards, and procedures for modification of terms established in the Exhibits. The County departments providing services to the Court will submit periodic invoices to the COURT as specified in the exhibit. The invoice for charges will include supporting documentation of the charges, such as time sheets, job orders, caseload statistical data, contract exhibits, and any other agreed upon reasonable documentation required to assist in verifying County charges.

In the event the COURT or the COUNTY desires to adjust COUNTY services and/or charges specified in this MOU or its Exhibits, changes to service levels and/or reimbursement amounts may be made at any time during the term of this MOU upon mutual agreement of the COURT and the COUNTY.

III Charges for Court Services

For the term of this agreement, the COUNTY desires to continue to receive support services from the COURT and the COURT desires to continue to provide services as described in subsequent Exhibits. In the event the COUNTY or the COURT desires to adjust COURT services and/or charges specified in this MOU or its Exhibits, changes to service levels and/or reimbursement amounts may be made at any time during the term of this MOU upon mutual agreement of the COURT and COUNTY.

IV Designated Liaison

Each COUNTY department shall maintain an ongoing relationship with the COURT by providing a designated liaison or liaisons from the COUNTY department who will have the responsibility for coordinating and providing services to the COURT. The COURT will provide a designated liaison or liaisons to each County service department to coordinate services provided by the COURT to the COUNTY.

V Annual Meeting And Performance Evaluation

The COURT and the COUNTY shall meet annually in early December to: 1) review fiscal year-to-date performance of the COUNTY in providing specified support services to the COURT; and, 2) determine the services to be provided and the proposed budgeted amount for the upcoming fiscal year; 3) to review fiscal year-to-date performance of the COURT in

**County of Santa Cruz and Superior Court of California, County of Santa Cruz
MOU- 2002-2003**

Page 3

providing specified services to the COUNTY; and 4) to determine the services to be provided and the proposed budgeted amount for the upcoming fiscal year. If significant changes are contemplated by the Court or the County in the services provided, every effort will be made by either party to give tentative notice at least six months prior to fiscal year-end.

VI Notice Procedures For Unilateral Cessation Of County Provided Services

In accordance with GC 77212, the COUNTY may give notice to the COURT that the COUNTY will no longer provide a specific service. Every effort will be made by the COUNTY to give tentative notice at least six months prior to the end of the fiscal year, and no less than 90 days as required by GC 77212. Any service changes shall be consistent with the provisions of the existing employee organization MOU which covers trial court employees.

In accordance with GC 77212 the COURT may give notice to the COUNTY that the COURT will no longer use a specific county service. Every effort will be made by the COURT to give tentative notice at least six months prior to the end of the fiscal year, and no less than 90 days as required by GC 77212. Any service changes shall be consistent with the provisions of the existing employee organization MOU which covers trial court employees.

VII Method of Reimbursement

The COURT shall reimburse the COUNTY on a quarterly basis for the provision of County services as contained in subsequent exhibits. The COURT shall pay as invoiced within 30 days of billing. The COUNTY shall reimburse the COURT on a quarterly basis for the provision of COURT services. The COUNTY shall pay as invoiced within 30 days of billing. Adjustments of reimbursements and/or service levels may be made at any time during the term of this Memorandum of Understanding upon mutual agreement of both the COURT and the COUNTY consistent with the provisions of the existing employee organization MOU which covers trial court employees.

VIII Employees

On January 21, 2001, pursuant to SB 2140, the COURT became the employer of all court employees as defined by statute. As employer, subject to the provisions of existing collective bargaining agreements and this agreement the COURT has complete employer rights. All court employees shall retain the same employment benefits, including but not limited to life, health, dental, vision insurance, deferred compensation, D-care, H-care, workers compensation, and disability insurance as COUNTY employees for the period of time provided in the legislation or as mutually agreed to by the parties. Specific timeframes and statutory requirements for employee programs are set forth in two memoranda dated

**County of Santa Cruz and Superior Court of California, County of Santa Cruz
MOU- 2002-2003**

March 11 and March 29, 2002, from the County Administrative Office to the Superior Court which are incorporated as Exhibits J and K to this agreement.

The COUNTY shall not be responsible for providing any local judicial benefits.

IX Furnishings and Equipment

Pursuant to Government Code section 68073.1, all furnishings and equipment used solely by the COURT on June 30, 1997, are the property of the COURT with the exception of personal computers on the county lease program and mainframe terminals.

X Amendments

Amendments to this MOU shall be in writing with the agreement of both parties.

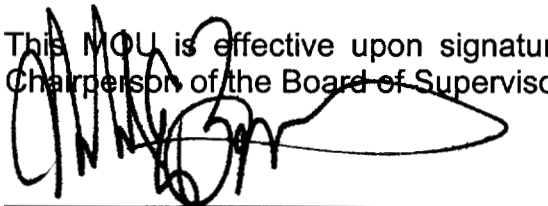
XI Written Notice between the COURT and COUNTY

Except as may be otherwise required by law, any notice shall be provided in writing and submitted as follows:

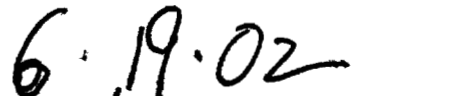
County:	Attn: Susan A. Mauriello, CAO County Administrative Office 701 Ocean Street, Room 520 Government Center, Santa Cruz, CA 95060	Copy to:	Gary Knutson, Auditor-Controller 701 Ocean Street, Room 100 Government Center, Santa Cruz, CA 95060
court:	Attn: Barbara J. Fox, Executive Officer Superior Court of California 701 Ocean Street, Room 110 Government Center, Santa Cruz, CA 95060		

XII Signatures of Parties

This MOU is effective upon signature of the Presiding Judge of the Court and the Chairperson of the Board of Supervisors.



Presiding Judge, Superior Court



Date

**County of Santa Cruz and Superior Court of California, County of Santa Cruz
MOU- 2002-2003**

Chairperson, Board of Supervisors

Date

Approved **as** to form:

County Counsel

Date

Attachments: Contract Exhibits A through J

Superior Court of California, County of Santa Cruz
and
County of Santa Cruz

Memorandum of Understanding
for
The Use and Provision of Court and County Services

EXHIBITS

		<u>Pages</u>
	General Introduction	E-1
A	Auditor-Controller	E-2
B	County Administrative Office	E-3
C	Personnel	E-4
D	Treasurer-Tax Collector	E-5
E	General Services	E-6
F	Information Services	E-7
G	Sheriff	E-8
H	County Counsel	E-9
I	Court Services To County	E-10
J	Memo dated March 11,2002	E-11
K	Memo dated March 29,2002	E-12

**Superior Court of California, County of Santa Cruz
and
County of Santa Cruz MOU
for
The Use and Provision of Court and County Services
Exhibits
Of Each Department's Services**

General Introduction

These Exhibits supplement the Memorandum of Understanding and are incorporated therein by reference.

Each Exhibit is renewable for each fiscal year based upon mutual agreement of the COURT and the COUNTY. Changes to service levels and/or reimbursement amounts may be made at any time during the term of this MOU upon mutual agreement of the COURT and the COUNTY.

COUNTY charges to the COURT for these County-provided services shall not exceed the costs incurred by the COUNTY of providing similar services to other COUNTY departments or special districts [GC 77009(f)].

COURT charges to the COUNTY for these services shall not exceed the costs incurred by the COURTS of providing similar services to other entities [GC 77009(f)].

It is agreed that any services not described in the following Exhibits may be considered for future inclusion in the duties of the specified County departments and/or in the duties of the COURT. The services will be evaluated jointly by the COURT and the COUNTY to determine the additional level of service required. Any service changes shall be consistent with the provisions of the existing employee organization MOU which covers trial court employees.

Exhibit A
Auditor-Controller

This agreement provides for services by the County of Santa Cruz Auditor-Controller's Office, hereinafter referred to as the AUDITOR-CONTROLLER, to the Superior Court of California, County of Santa Cruz, hereinafter referred to as the COURT.

a) Method of Service Delivery

The AUDITOR-CONTROLLER shall maintain an ongoing relationship with the COURT by providing a designated liaison to coordinate services to the COURT. The COURT will provide a designated liaison to the AUDITOR-CONTROLLER to coordinate services to the AUDITOR-CONTROLLER. Except as agreed upon, the AUDITOR-CONTROLLER services will be provided utilizing the same forms, accounting systems, payroll systems, and other methods the AUDITOR-CONTROLLER uses with COUNTY departments.

b) Scope of Service

Specific services include but are not limited to:

1. claims, warrant and journal voucher processing
2. payroll services
3. accounting services such as activity relating to ledgers and reports distributed to the Court
4. accounting services: the Cost Plan
5. accounting services: working on annual financial audits of the Trial Court Operations Funds, if required
6. FAMIS accounting system training and assistance
7. monthly remittance of fines and forfeitures and penalties to the State Controller's Office
8. allocation and deposit authorization of Trial Court Funding remittances from the State Controller's Office and Judicial Council upon Court authorization.

c) Cost of the Service

The methodology and estimated cost for the provision of services will be based on the Santa Cruz Countywide Cost Allocation Plan adjusted for Rule 810 expenditures. Extraordinary services requested by the COURT shall be billed on a direct cost basis upon mutual agreement.

d) Performance Standards

The AUDITOR-CONTROLLER and COURT will meet during the month of December each year to review the fiscal year-to-date performance in providing specified support services to the COURT and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year. The AUDITOR-CONTROLLER will perform work in accordance with generally accepted and applicable accounting professional practices and standards as well as the requirements of applicable federal, state, and local laws.

Exhibit B
County Administrative Office

This agreement provides for services of the County of Santa Cruz County Administrative Office, hereinafter referred to as "CAO", to the Superior Court of California, County of Santa Cruz, hereinafter referred to as "COURT".

a) Method of Service Delivery

The CAO will maintain an ongoing relationship with the COURT by providing a designated liaison(s) to coordinate services with the COURT. The COURT will also provide a designated liaison(s) to the CAO to coordinate services. Services provided will utilize the same methods as the CAO uses with County Departments.

b) Scope of Service

The CAO will perform the following services, which both parties recognize are dependent on availability of staff resources:

1. Liaison with the COURT concerning various operational, monetary, or personnel issues that affect the COURT and which may or may not involve County departments.
2. Liaison with the COURT concerning the operations or budget of Court Security/Sheriff.
3. Assist the COURT with facility and facility maintenance issues.
4. Participate in COURT planning efforts when requested, or when County departments are involved.
5. Participate in coordinated efforts between the COURT and County departments when mandated or proposed operational changes in the COURT are undertaken.

It is acknowledged that some, or all of these services may not be within the definition of Rule 810 matters which may be charged to the COURT.

c) Cost of Service

Charges assessed to the COURT for services that are allowable Rule 810 matters shall not exceed the hourly rate charged by the CAO for providing similar services to COUNTY departments. The COURT shall reimburse the CAO's Department directly for these services as described in VII Method of Reimbursement in the introductory section of this MOU. Services provided by the CAO's Department that do not fall within Rule 810 allowable expenditures shall not be charged to the COURT.

d) Performance Standards

The CAO is committed to responding to operational, budget, and personnel issues of the COURT. With the change in funding and reporting structure as a result of the 1997 Trial Court Funding Act, it is important that the COURT and CAO continue to work together cooperatively to solve issues in order to assure an efficient and effective justice system for Santa Cruz County.

Exhibit C
Personnel Department/ Risk Management

This agreement provides for services by the County of Santa Cruz Personnel Department, including the Risk Management Division, hereinafter referred to as PERSONNEL, to the Superior Court of California, County of Santa Cruz, hereinafter referred to as COURT.

a) Method of Service Delivery

PERSONNEL shall maintain an ongoing relationship with the COURT by providing a designated liaison(s) to coordinate services with the COURT. The COURT will also provide a designated liaison(s) to PERSONNEL to coordinate services. Except upon mutual agreement, PERSONNEL services will be provided utilizing the same forms, personnel policies and procedures, and other methods PERSONNEL uses with County departments.

b) Scope of Service

Continuation of Existing Status: from the date of the approval of this agreement through September 13, 2002, services shall include all personnel related activities provided to County departments with the following exceptions:

- ~~provided by Court Personnel through Jan 1, 2003~~*
- Recruitments (Provided by Court personnel)
 - Examinations (Provided by Court personnel)
 - Workers' Compensation (Provided by Court personnel)
 - Risk management services, including any liability insurance, for defense and indemnification of third party claims and litigation against the Court, judges, subordinate judicial officers and court employees. (Provided by State)

This exhibit also incorporates the agreement for decentralized services between the COURT and PERSONNEL.

Change in Bargaining Unit: If the Court and SEIU establish a separate bargaining unit for general representation employees prior to September 13, 2002, or when the current MOU between the County and SEIU expires, PERSONNEL will provide only the following services in accordance with statutory requirements or mutual agreement, as indicated below.

1. Retirement (ongoing)
2. Health, dental, vision, life insurance, long term disability benefits (until December 31, 2002)
3. H-Care and D-Care (until December 31, 2002)
4. Unemployment Insurance (until December 31, 2002)
5. Deferred Compensation (by separate agreement)
6. Employee Assistance Program (by separate agreement)
7. Tuition Reimbursement program (by separate agreement)
8. Training programs (by separate agreement)

Risk Management will continue to provide property insurance for court-owned property, for which the COURT will reimburse the COUNTY.

c) Cost of Service

The methodology and estimated cost for the provision of services will be based on the Santa Cruz Countywide Cost Allocation Plan adjusted for Rule 810 expenditures or based on the cost methodology utilized for other non-County agencies receiving similar services.

d) Performance Standards

Personnel and Court will meet in early December each year to review the fiscal year-to-date performance in providing specified support services to the Court and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

Exhibit D
Treasurer-Tax Collector

This agreement provides for services by the County of Santa Cruz Treasurer-Tax Collector hereinafter referred to as TT-C, to the Superior Court of California, County of Santa Cruz, hereinafter referred to as COURT.

a) Method of Service Delivery

TT-C shall maintain an ongoing relationship with the COURT by providing a designated liaison(s) to coordinate services with the COURT. The COURT will provide a designated liaison to the TT-C to coordinate services to the TT-C. Except upon mutual agreement, TT-C services will be provided utilizing the same forms, accounting and investment systems, and other methods the TT-C uses with County departments.

b) Scope of Service

Services shall include all TT-C related activities provided to County departments including but not limited to:

1. Timely deposits of revenue
2. Investment services

In addition, the TT-C and the COURT will cooperate in the transfer of delinquent Court fine collection from the COURT to the TT-C. The TT-C will provide an enhanced collection program for these fines to ensure their timely and successful collection. The COURT agrees to continue the civil assessment program and to expand where appropriate to criminal fines. The County agrees to a division of the civil assessment revenue with the COURT receiving **25%** and the COUNTY receiving 75% of the annual revenues, contingent upon the continuation of the civil assessment program on traffic and criminal fines. The COUNTY and the COURT agree that the civil assessment program shall not be discontinued except upon mutual agreement between the COURT and the COUNTY or if mandated by statute or California Rule of Court.

c) Cost of Service

The methodology and estimated cost for the provision of services will be based on the Santa Cruz Countywide Cost Allocation Plan adjusted for Rule **810** expenditures.

d) Performance Standards

TT-C and COURT will meet in early December each year to review the fiscal year-to-date performance in providing specified support services to the COURT and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

Exhibit E
General Services

This agreement provides for services of the Santa Cruz County General Services Department (GSD) and the Superior Court of California, County of Santa Cruz, hereinafter referred to as COURT

a) Method of Service Delivery

GSD shall maintain an ongoing relationship with the COURT by providing a designated liaison(s) to coordinate services with the COURT. Except upon mutual agreement, GSD services will be provided utilizing the same forms, accounting systems, and other methods GSD uses with County departments.

b) Scope of Service

Services shall include all GSD related activities provided to County departments with the following exception:

1. Purchasing services (Provided by Court Personnel)

The COURT agrees to purchase equipment which complies with County standards for computer equipment purchases, and County standards as set out in the County Procedures Manual (Title 3-Section 3200) and which may be revised from time to time, for carpet and wall colors in the County Government Center building. In the Court building, the COURT agrees to use the wall colors and carpet which were selected in the spring of 2000, for all future modifications to the Court building. The COURT agrees that all work done in the Courts areas will be done through the work order process and that the COURT will follow all County bidding procedures for carpet and wall color, subject to any exemptions expressly provided to the COURT.

c) Cost of Service

Facilities- The methodology and estimated cost for the provision of services will be based on the Santa Cruz Countywide Cost Allocation Plan adjusted for Rule 810 expenditures.

Records Storage/Fleet- These services will be direct billed and the charges assessed to the COURT for these services shall not exceed the unit costs charged by GSD for providing similar services to COUNTY departments. The COURT shall reimburse GSD directly for these services as described in VI Method of Reimbursement in the introductory section of this MOU.

d) Performance Standards

GSD and Court will meet in early December each year to review the fiscal year-to-date performance in providing specified support services to the Court and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

Exhibit F
Information Services

This agreement provides for services of the Santa Cruz County Information Services Department (ISD) and the Superior Court of California, County of Santa Cruz, hereinafter referred to as COURT.

a) Method of Service Delivery

ISD shall maintain an ongoing relationship with the COURT by providing a designated liaison(s) to coordinate services with the COURT. The COURT will provide a designated liaison to ISD to coordinate services to the ISD. Except upon mutual agreement, ISD services will be provided utilizing the same forms, accounting systems, and other methods ISD uses with County departments.

b) Scope of Service

Services shall include all ISD related activities including telephone, mail services, and duplicating provided to County departments.

Data processing services shall continue to be provided by the County although it is understood that the Court is planning to move from county supported applications to vendor-based systems in a phased approach over the next one to three years, as follows: Minor Violations (MVS) case management system within the 2002-2003 FY; Civil and small claims case management system within the 2002-2003 FY; Network migration pursuant to a statewide telecommunications plan within the 2001 – 2003 time frame.

c) Cost of Service

These services will be direct billed, and the charges assessed to the COURT for these services shall not exceed the unit costs charged by ISD providing similar services to COUNTY departments. The COURT shall reimburse ISD directly for these services as described in VII Method of Reimbursement in the introductory section of this MOU. The Court shall also be billed for the Court's ethernet connection.

d) Performance Standards

ISD and Court will meet in early December each year to review the fiscal year-to-date performance in providing specified support services to the Court and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

Exhibit G
Sheriff - Court Security

Court Security services are provided to the Court pursuant to a separate agreement.

Exhibit H
County Counsel

This agreement provides for services of the County Counsel for Santa Cruz County , hereinafter referred to as COUNTY COUNSEL, to the Superior Court of California, County of Santa Cruz, hereinafter referred to as COURT.

a) Method of Service Delivery

COUNTY COUNSEL shall maintain an ongoing relationship with the COURT by providing a designated liaison(s) to coordinate services with the COURT. The COURT will also provide a designated liaison(s) to the COUNTY COUNSEL to coordinate services. Services provided will utilize the same methods as the COUNTY COUNSEL uses with County Departments.

b) Scope of Service

When requested by the COURT, COUNTY COUNSEL will perform legal services in accordance with Rule 810 including, but not limited to, the following:

1. Review and approval of contracts;
2. Review and recommendations regarding legal process issues;
3. Interpretation of statutes and/or case law;
4. Representation of COURT for matters that pre-date the State Litigation Defense Program;
5. Representation of COURT and/or assistance for matters that come under the State Litigation Defense Program upon mutual agreement with County Counsel.

Matters which are not within the scope of Rule 810 (such as bail forfeiture actions) may not be charged to the COURT.

c) Cost of Service

Charges assessed to the COURT for services that are allowable Rule 810 matters shall not exceed the hourly rate charged by the County Counsel for providing similar services to COUNTY departments. The COURT shall reimburse the County Counsel's Office directly for these services as described in VII Method of Reimbursement in the introductory section of this MOU. Services provided by the County Counsel's Office that do not fall within Rule 810 allowable expenditures shall not be charged to the COURT.

d) Performance Standards

The Court will meet in early December of each year to review the fiscal year-to-date performance in providing specified support services to the COURT and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

Exhibit I
Court Services to the County

This agreement provides for specific non-Rule 810 services provided by the COURT to the COUNTY

a) Method of Service Delivery

The COURT shall maintain an ongoing relationship with the COUNTY by providing a designated liaison(s) to coordinate services with the COUNTY. Except upon mutual agreement, COURT services to the COUNTY will be provided utilizing the current forms, procedures and accounting systems unless there is mutual agreement to modify.

b) Scope of Service

Collections: Services shall include the collection and distribution of fines, forfeitures, and fees pursuant to current statutes, including any recalculation of distribution as statutes are modified. These services may be modified upon mutual agreement between the parties.

Civil Grand Jury: Services shall include secretarial support for the County Civil Grand Jury as required by statute.

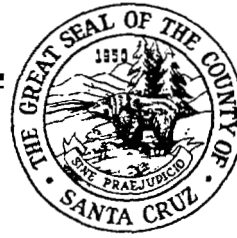
c) Cost of Service

The County will be billed directly for the cost of these services based upon actual costs. The COUNTY shall reimburse the COURT budget directly for these services as described in VII Method of Reimbursement in the introductory section of this MOU.

d) Performance Standards

COURT and COUNTY will meet annually in early December to review the fiscal year-to-date performance in providing specified collection and Grand Jury services to the COUNTY and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

SANTA CRUZ COUNTY



ADMINISTRATIVE OFFICE

To: Christine Patton, Superior Court Executive Officer
From: Carol Girvetz, Deputy County Administrative Officer ✓
Subject: Insurance and Employee Benefit Programs
Date: March 11, 2002

Chris- This is in response to your request for information on the County insurance and other benefit programs that are currently provided to the Court and administered by the County. The information that follows is based on the statutory deadlines in SB 2140 and the process the County utilizes with other non-County agencies that currently participate in these programs:

Workers Compensation and Unemployment Insurance

The County will be transferring the administration of these programs to the Court effective July 1, 2002. This will require the Court to take all existing claims as of that date. Although the County is required to administer these programs until January 1, 2003 you have agreed that the Court has an alternative method of administering these programs available to you and that the July 1, 2002 date is workable.

Health and Dependent Care (H&D Care)

The County's responsibility to provide the administration of this program for the Court terminates at the end of the current MOU period (September 13, 2002) and the County will be transferring this responsibility to the Court at that time. I have attached copies of the County's forms which can be modified for Court employees.

Deferred Compensation

The Court may continue to participate in the County's deferred compensation program, although it is necessary to complete contract negotiations. The contract will include a per employee charge in accordance with the rates charged to other non-County agencies participating in the plan.

Health Insurance

The County's responsibility to provide the administration of this benefit program for the Court terminates at the end of the current MOU period (September 13, 2002) or January 1, 2003, whichever is later. Consistent with the County's policy for other non-County agencies, the Court will be required to administer their own health insurance programs for their employees no later than January 1, 2003. Since the Court is a State agency, the PERS health program or another consortium of providers should be available for Court employees.

Other Insurances (Dental, Vision, Life, LTD)

The termination provision for health insurance described above also applies to these other benefit programs. Consistent with the County's policy for other non-County agencies, the Court will therefore be required to administer their own benefit programs for their employees no later than January 1, 2003, or the Court may choose to participate in the County's programs at the same rate paid by other outside agencies. If the Court were to participate in the County's programs, the Court would be required to maintain the same benefit levels as the County and could not change benefit provisions at any time during the duration of the agreements. The Court would also be subject to any changes in the benefit programs that were initiated by the County.

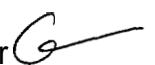
Janet McKinley of Risk Management can provide you with additional information on these various programs and can assist you and your staff with transition planning. I would also be happy to set up a meeting to discuss each of these issues with you. Please contact me at ext. 3405.

- cc. Susan Mauriello (w/o attachments)
Dania Torres Wong (w/o attachments)
Pat Busch (w/o attachments)
Janet McKinley (w/o attachments)
Dinah Phillips (w/o attachments)

SANTA CRUZ COUNTY



ADMINISTRATIVE OFFICE

To: Christine Patton, Superior Court Executive Officer
From: Carol Girvetz, Deputy County Administrative Officer 
Subject: Notice Regarding insurance and Employee Benefit Programs
Date: March 29, 2002

The following provides clarification on the time frame for two of the areas discussed in the attached memorandum dated March 11, 2002.

Unemployment insurance

In accordance with the statute governing the administration of employee insurance and benefit programs, the County will continue the administration of unemployment insurance for the Court until January 1, 2003. You have indicated that, unlike the statewide pool for Worker's Compensation, the Court does not have an alternative option for the early administration of this program.

The County has provided the required notice through the attached memorandum for the termination of Worker's Compensation administration effective July 1, 2002.

H&D Care

This is a federally regulated benefit program that is required to be administered by the County through the end of the current MOU period. However, Section 71627 of the Government Code requires that transition of responsibility for the program start at the beginning of a federal plan year which would extend the County's administration of the program to January 1, 2003.

I have discussed these issues with the County's Risk Manager who will continue the administration of these programs and assist your staff in the transition. Please contact me at ext 3405 or Janet McKinley, Risk Manager at ext 2246 if you have any questions.

cc. Susan Mauriello
 Dania Torres Wong
 Pat Busch
 Janet McKinley
 Dinah Phillips