

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO**  
**AND**  
**COUNTY OF MENDOCINO**

This Memorandum of Understanding ("Memorandum") is effective as of September 1, 2023, or as may be specifically set forth in Exhibits A-B, by and between the Superior Court of California, County of Mendocino ("Court"), and the County of Mendocino ("County") (collectively, the "Parties", as may be applicable).

**RECITALS**

**WHEREAS**, effective as of January 1, 1998, the Lockyer-Isenberg Trial Court Funding Act of 1997 relieved counties of their previous responsibility to fund trial court operations, as defined in Government Code Section 77003 and California Rules of Court, Rule 10.810 ("Trial Court Operations");

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

**WHEREAS**, each Party requests the other Party to provide certain services described in this Memorandum;

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

**AGREEMENT**

**1. SERVICES**

**1.1 Scope of Services.** Each party shall provide services to the other party as set forth in Exhibit A. Court shall provide to County the services set forth in Exhibit B, attached hereto and incorporated herein by reference ("Services").

**1.2 Compensation for Court-Provided Services.** Court shall invoice County quarterly for the actual pro-rata share of janitorial services and supplies used in the Ukiah courthouse facility in the preceding month, as described in Exhibit B. Such charges shall be based on billings received from the janitorial vendor. County shall remit such payment within thirty (30) days of receipt of the invoice.

**1.3 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 he or

she spent on Court services. County shall only bill Court for the employee's actual time spent on Court services.

**1.4 Verification.** In the event of a request by the Presiding Judge, Executive Officer, or designee for additional back-up information regarding any services billed or the amount charged, County shall provide such backup within fifteen (15) days of such request. Court and the Judicial Council of California ("JCC") shall also have the right to review or audit the records of County, in order to assure compliance with the terms of the Memorandum, Government Code Section 77212, and all applicable accounting standards, including the JCC's financial policies and audit directives.

## **2. TERM/TERMINATION**

**2.1 Term.** This Memorandum shall be effective as of September 1, 2023, and shall remain in effect until December 31, 2025, unless terminated by either Party in accordance with Section 2.2 of this Memorandum as to all other services.

**2.2 Termination.** Except as provided in California Government Code Section 77212(c), and in Section 2.1 or Section 2.3, or by mutual agreement, either Party may terminate all or any of the services under this Memorandum, by giving notice to the other Party in the manner specified in Section 5.8 below. Pursuant to California Government Code Section 77212(b), such notice under this Section 2.2 shall be given by a Party to the other Party at least ninety (90) days prior to the end of the fiscal year and shall become effective only upon the first day of the succeeding fiscal year.

**2.3 Vital Services.** Pursuant to California Government Code Section 77212(b), if County elects to terminate services to Court, County shall provide reasonable assistance with Court to ensure that, if said services are vital for Court, they shall be available from other entities that provide such services. Court understands and agrees that payment for such vital services shall be the responsibility of Court.

## **3. REVENUE/FUNDS**

### **3.1 Distribution of County Money**

**a. Bank Account Authorization** As authorized by California Government Code section 68085.9, the Court deposits into a commercial bank account, which has been established by the JCC and which is separate from the County treasury, payments received by the Court that would otherwise be required by law to be deposited into the County Treasury ("County Money"). This commercial bank account became active in February of 2021. County money includes but is not limited to, money to which Sections 24353, 68085, 68085.5 and 68101 of the Government Code and Section 1463.001 of the Penal Code apply. Money collected pursuant to Government Code section 68085.1 shall be deposited in accordance with that section.

**b. Interest -** The interest accrued on the County money will be apportioned in the following manner: After the JCC debits the interest earned to the Court bank account each month, the County portion will be calculated based on the

County money in the account at the end of the month for which the interest was earned.

**c. Payment to County** - By the 15th of each calendar month the Court will transfer to the County Treasury all County money then deposited by the Court in this separate account for the previous month, plus the County's portion of any accrued interest.

**d. Payment Method** - The Parties agree that each transfer will be made by electronic fund transfer.

### **3.2 Court Related Revenues that Accrue to the Court**

The following revenues are Court monies and shall be deposited by JCC, for the exclusive use of the Court. Court shall record these monies as court revenues and transfer these funds quarterly to the JCC bank accounts by electronic transfer:

- a. Marriage License Fee dedicated to Family Mediation, pursuant to Government Code § 26840.3;
- b. Reimbursements for Court-appointed counsel for child, pursuant to Family Code 3153;
- c. Fifty percent bail bond forfeitures, after costs have been reimbursed to County, in cases where the underlying violation was other than a Health and Safety Code violation;
- d. Twelve and a half percent of bail bond forfeitures, after costs have been reimbursed to County, in cases where the underlying violation was of the Health and Safety Code;
- e. Bail Assessment Fee, pursuant to Penal Code § 1305.2;
- f. Reimbursements of Court-appointed counsel in Juvenile Dependency Proceedings, pursuant to Welfare & Institutions Code § 903.45;
- g. Administrative Assessment-DMV, pursuant to Vehicle Code § 40508.6;
- h. Proof of Insurance, pursuant to Penal Code § 1463.22 and Vehicle Code § 16028;
- i. Any new Court revenue not dedicated to the County or State;
- j. Any Court revenue specified by statute.

## **4. DISPUTE RESOLUTION**

**4.1 Continuation of Services.** Whenever County and Court disagree as to any matter governed by this Memorandum, the dispute resolution process discussed in this Section 4 shall govern. Until the dispute is resolved, County shall continue to provide the services and Court shall continue to make payment therefore as set forth herein.

**4.2 Request for Meeting.** If after thirty (30) days, Court and County cannot resolve any dispute, either Party may give the other Party a written request for a meeting between Court Executive Officer and the County Executive Officer for the purpose of resolving the disagreement. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

**4.3 Resolution of Disputes.** If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 4.2 above, the dispute shall be submitted to non-binding mediation in the City of Ukiah, or any other location agreed upon by the Parties. The cost of the mediator and any associated costs resulting from mediation will be shared equally between the Parties.

**4.4 Jurisdiction and Venue.** If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 4.3 above, either Party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Mendocino, provided the party bringing such legal action has first given at least ten (10) days' written notice to the other Party of the intent to bring such action.

## **5. MISCELLANEOUS**

**5.1 Entire Agreement.** This Memorandum contains the entire and complete understanding of the Parties and supersedes any and all other previous agreements, oral or written.

**5.2 Amendment.** No addition to or alteration of the terms of this Memorandum shall be valid unless made in the form of a written amendment to this Memorandum, which is formally approved and executed by the governing bodies of each of the Parties to this Memorandum, or their respective authorized designees.

**5.3 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 Memorandum.

**5.4 Time.** Time is of the essence in each and all of the provisions of this Memorandum.

**5.5 Days.** Unless specifically stated to the contrary, all references to days herein will be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment will be made or act performed on the next succeeding business day.

**5.6 Assignment.** A significant consideration for this Memorandum is the familiarity of County with Court operations and facilities that will allow County to efficiently provide the services utilizing trained County staff. County and Court agree that County will advise Court of any subcontracted services, and that County shall ensure that performance of work or services by County vendors or subcontractors shall be in conformance with the terms and conditions specified within this Memorandum and supplemental agreements for specified work or services. For this reason, County will not assign any interest in this Memorandum, or subcontract any of the services County is to perform, without the prior written consent of the Court, and any such attempted assignment or subcontracting is void. County shall be responsible for ensuring satisfactory performance by County vendors or permitted subcontractors.

**5.7 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.

**5.8 Notices.** Any notices required or permitted hereunder shall be in writing and may (a) be personally delivered; (b) be mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) be sent by 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:

If to Court: Mendocino County Superior Court  
100 North State Street, Room 303  
Ukiah, CA 95482  
Attn: Court Executive Officer

If to County: Mendocino County Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

**5.9 Waiver.** Any waiver by either Party of a breach of any of the terms of this Memorandum shall not be construed as a waiver of any succeeding breach of the same or other term of this Memorandum.

**5.10 Binding.** This Memorandum shall be binding upon the permitted successors of Court and County.

**5.11 Counsel and Drafting.** Each Party, by its due execution of this Memorandum, represents to the other Party that it has reviewed each term of this Memorandum with their counsel, or has had the opportunity for such review with their counsel. No Party shall deny the validity of this Memorandum on the ground that such Party did not have the advice of counsel. Each Party has had the opportunity to participate in drafting and preparation of this Memorandum. The provisions and terms of this Memorandum shall be interpreted in accordance with the plain meaning thereof and shall not be construed in favor or against either Party.

**5.12 Counterparts.** This Memorandum may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

**5.13 Severability.** In the event any provision of this Memorandum is held by a court of competent jurisdiction or arbitration to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

**5.14 Governing Law.** This Memorandum shall be construed under the laws of the State of California, without regard to its conflict of law provisions.

**5.15 Certification of Authority to Execute this Memorandum.** County and Court certify that the individual(s) signing below on behalf of the Party has authority to execute this Memorandum on behalf of the Party and may legally bind the Party to the terms and conditions of this Memorandum, and any attachments hereto.

**5.16 Independent Contractor.** County, with its departments as its agents, shall perform this Memorandum as an independent contractor, exercising due care and providing the services with such skill that is customary for providers of such services. County and the officers, agents and employees of County are not, and shall not be, deemed Court employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Memorandum shall be performed; provided, however, that Court may monitor the work performed. Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to, amounts required to be withheld for state and federal taxes or employee

benefits. County alone shall be responsible for all such payments for County employees who perform services for Court pursuant to this Memorandum.

**5.17 Contracts and Purchase Orders.** To the extent County or Court enters into contracts or makes purchases that may affect the other Party's operations or facilities or expose the other Party to legal or financial risk, each Party will consult with the other Party during negotiation and prior to execution of such contracts or purchase requisitions.

**5.18 Legislative Changes/Compliance.** This Memorandum is subject to any future legislation that may alter or amend any provision contained herein. If any changes are made to legislation or regulations or Rules of Court applicable to this Memorandum and the services to be provided hereunder ("Legislative Change"), then (1) to the extent any Legislative Change is mandatory, this Memorandum shall be deemed to be amended to be consistent with such change except to the extent that such change alters a material provision of this Memorandum, in which case such material provision shall be voidable and the Parties will negotiate in good faith to amend the Memorandum as necessary, and (2) to the extent any Legislative Change is not of mandatory application, such change shall not affect this Memorandum or the right or obligations of the Parties unless the Parties mutually agree to subject themselves to such change. Notwithstanding any provision to the contrary, the Parties agree that no provision of this Memorandum will require any Party to violate any applicable law, regulation, or Rule of Court.

## **6. MUTUAL INDEMNIFICATION**

**6.1 GC 895.6.** The Parties waive, pursuant to Government Code section 895.4, the pro rata risk allocation provided by Government Code section 895.6.

**6.2 Indemnification by Court.** Court shall indemnify and hold harmless and defend County, its officers, agents, and employees from any and all liability, demands, damages, penalties, fines, interests, costs or expenses (including reasonable attorney's fees) that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of Court pursuant to this Memorandum, including any error or omission of Court in performing such duties and obligations, except to the extent that such claims arise out of the negligence or willful misconduct of County, its officers, agents, or employees.

**6.3 Indemnification by County.** County shall indemnify and hold harmless and defend Court, its officers, agents, and employees from any and all liability, demands, damages, penalties, fines, interest, costs or expenses (including reasonable attorney's fees) that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of County pursuant to this Memorandum, including any error or omission of County in performing such duties and obligations, except to the extent that such claims arise out of the negligence or willful misconduct of Court, its officers, agents or employees.

**6.4 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 this Section 6, 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 this Section 6, 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 this Section 6.4, 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 withheld unreasonably). For purposes of this Section 6.4, notice shall be deemed served (a) to County, if notice is delivered to the Chief Executive Officer for the County Board of Supervisors, and (b) to Court, if notice is delivered to the Court Executive Officer.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the

29th day of August, 2023.

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF MENDOCINO:

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

Presiding Judge



Court Executive Officer

COUNTY OF MENDOCINO:

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

Chair, Board of Supervisors

Attest: \_\_\_\_\_

Clerk of the Board

Approved as to form:



County Counsel

Insurance Requirements:



Risk Manager

**EXHIBIT A**  
**INFORMATION TECHNOLOGY**

**1 COURT FACILITIES**

Court facilities related to Court and County technology services are identified at the following two locations:

- Ukiah Courthouse
- Fort Bragg Justice Center

**2 SCOPE OF SERVICES**

**2.1 COUNTY**

County Information Technology shall provide the following services:

- 2.1.1** The Court's continued connectivity to the County network via the existing mutually agreed-upon high-speed connection.
- 2.1.2** The Court's continued access to the Sheriff's network and servers for inquiry and booking information.
- 2.1.3** Access to the CLETS Message Switch for inquiry, entry, modification, and termination of restraining orders in CARPOS and for inquiry of the AFS database.
- 2.1.4** The Court's access to the Sheriff's network through the County's network by video conferencing equipment for the purpose of conducting arraignments and other remote hearings for defendants housed at the Mendocino County Jail.

**2.2 COURT**

Court Information Services shall provide the following services:

- 2.2.1** The County's continued access to re:Search CA, the Court's online access to case information and documents.
- 2.2.2** The Sheriff's access to the Court's network by video conferencing equipment for the purpose of conducting arraignments and other remote hearings for defendants housed at the Mendocino County Jail.
- 2.2.3** The County's continued access to Court facility Main and Intermediary Data Frame rooms (MDF and IDF, respectively) where County network and/or equipment is located.
- 2.2.4** The County's continued access to install and connect County wireless infrastructure for use by County staff in Court facilities.
- 2.2.5** Where appropriate, scan card provisioning services for use by County staff accessing applicable Court facilities outside normal business hours.

**2.3 COURT AND COUNTY**

- 2.3.1** Court and County shall establish specific demarcation points in network topology to indicate separation of network responsibilities between County and Court facilities. Such points shall remain in effect until jointly altered in writing.
- 2.2.2** Where possible, Court and County mutually agree to continue integration and access between County Criminal Justice applications and the Court's



case management system.

**3 COST OF SERVICES**

Except as specifically provided in this Exhibit, neither the County nor the Court will charge the other for labor, access to their networks and applications, or mutual efforts to coordinate and maintain their information technology systems.

## **EXHIBIT B JANITORIAL SERVICES**

### **1.1 COURT FACILITIES**

The Court contracts for janitorial services in the mixed-use facilities of Ukiah courthouse and Fort Bragg Justice Center. In these facilities, Court pays for janitorial services in all areas occupied exclusively by the Court, as well as paying the contractor for the common areas in these facilities. The County shall provide janitorial services in County-exclusive space in these facilities.

County shall reimburse Court for its pro rata share of the common areas in these facilities in the following percentages:

Ukiah courthouse	32.38%
Fort Bragg Justice Center	65.61%

### **1.2 SCOPE OF SERVICES**

In the areas for which each Party is responsible for janitorial services under this Exhibit, each Party shall provide all janitorial services, labor, supplies, and equipment necessary to maintain the facilities in a clean and healthy condition. Janitorial services in the common areas are described in the schedule set forth in this Exhibit.

Court may subcontract janitorial services for which it is responsible under this Memorandum to an outside contractor or vendor. The Court, at its own costs, will perform background verification and other security and screening processes on potential subcontractors.

### **1. DAILY DUTIES**

- 1.1 Empty wastebaskets and recycle bins (replace liners as needed)
- 1.2 Dust mop
- 1.3 Entrance cleaning, sweep, wipe glass doors
- 1.4 Sanitize restrooms, clean sinks, urinals, commodes, mirrors, sweep, mop and fill dispensers
- 1.5 Wipe all drinking fountains
- 1.6 Wipe clean handrails
- 1.7 Wipe glass doors inside and out

### **2. WEEKLY DUTIES**

- 2.1 Clean elevators (wipe down and vacuum)

### **3. SEMI-WEEKLY DUTIES (2 times per week)**

- 3.1 Damp or wet mop
- 3.2 Dust all fixtures and furniture
- 3.3 Wipe down all doors of smudges, fingerprints, etc.
- 3.4 Wipe down all windowsills
- 3.5 Restrooms, wipe down all tile walls, partitions and piping
- 3.6 Remove cobwebs as needed

#### **4. MONTHLY DUTIES**

- 4.1 Wipe walls of all smudges, fingerprints, etc.
- 4.2 Dust vent covers

#### **5. ANNUAL DUTIES**

- 5.1 Scrub, clean and buff floors