NAPA COUNTY AGREEMENT NO. 260226B

MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 18th day of November, 2025 ("Effective Date"), by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County;" the BOARD OF LAW LIBRARY TRUSTEES, hereinafter referred to as "Law Library Trustees" of the Napa County Law Library ("Law Library"); and the SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA, a unified court, hereinafter referred to as "Court."

RECITALS

WHEREAS, as part of implementation of Assembly Bill 233 (Chapter 850 of the Statutes of 1997, hereinafter referred to as "AB 233"), County, Court and the Law Library Trustees entered into Agreement No. 4137 as of July 1, 1999 to set forth the terms and conditions under which the Court would continue to provide and County would reimburse Court for the costs of those services provided by Court to County and the Law Library commencing with fiscal year 1999-2000 which do not meet the definition of "court operations" set forth in Rule 10.810 of the California Rules of Court; and

WHEREAS, pending the Effective Date, Agreement No. 4137 remains in effect, having been amended in 2005 and 2014 to reflect changes in the location, type and manner of provision of some of the services, to add provisions relating to network security, to clarify the procedure for automatic adjustment of the reimbursement rates, and to make various technical changes; and

WHEREAS, the parties desire to continue their arrangement to provide certain services and to reimburse Court for services that are not considered "court operations," and to amend and restate their respective obligations as set forth below, and to replace Agreement No. 4137 as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, County, Court and Law Library Trustees agree as follows:

TERMS

1. Term of the MOU.

- (a) <u>Initial Term.</u> The initial term of this MOU shall commence on July 1, 2025 and shall expire on June 30, 2026 unless terminated earlier in accordance with Paragraph 7; except that the mutual obligations of County, Court and Law Library Trustees under Paragraph 6 (Indemnification) shall continue in full force and effect after the date of expiration or early termination as to liability arising from events occurring prior to such dates during the term of the MOU.
- (b) <u>Automatic Renewal.</u> The term of this MOU shall automatically renew for an additional year at the end of each fiscal year under the terms and conditions then in effect, unless a party gives the other parties written notice of intention not to renew no less than ninety (90) days prior to the expiration of the current term pursuant to Government Code section 77212. For

purposes of this MOU, "fiscal year" shall mean the County fiscal year commencing on July 1 and ending on June 30. The automatic renewals shall not extend this MOU past June 30, 2036, (10 renewals) without a written amendment to this MOU approved by the Presiding Judge, the Board of Supervisors, and the Board of the Law Library Trustees.

2. **Scope of Services.** The parties shall provide those services set forth in Attachment A, attached hereto and hereby incorporated into the MOU by reference.

3. Reimbursement.

- (a) <u>Rates.</u> In consideration of Court's fulfillment of the promised work, County and Law Library Trustees shall reimburse Court for such services, in accordance with the rates and/or methodology set forth in Attachment B, attached hereto and hereby incorporated into the MOU by reference.
- (b) Additional Services or Provisions. County may request that Court perform additional services beyond those described in the Scope of Services, and or the provide equipment, supplies, materials (collectively "Provisions"). County and Court must agree in writing upon a fee for the Additional Services or Provisions prior to Court's performance of any additional services or supplying of Provisions. The total cost of any additional services performed or Provisions supplied under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) in any County fiscal year.

4. Method of Reimbursement.

- (a) County shall remit, by any mutually acceptable method, payment to Court for those amounts described in Section 1 of Attachment B.
- (b) All reimbursement for Additional Services or Provisions and authorized travel incurred under this MOU shall be made only upon presentation by Court to County of an itemized billing invoice in a form acceptable to the Napa County Executive Officer and the Napa County Auditor-Controller. Court shall submit such invoices with appropriate backup detail quarterly to the Napa County Executive Officer or designee who shall review each invoice for compliance with the requirements of this MOU and shall within ten working days of receipt either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Napa County Executive Officer or designee shall remit payment to the Court. Notwithstanding the foregoing, the invoice for fourth quarter reimbursement shall be submitted by the Court no later than 30 days after the end of each fiscal year and, if approved, shall be paid within 30 days from receipt of invoice.
- 5. **Independent Contractors.** The Court and County agree and acknowledge that they are independent contractors of each other in fulfilling their obligations hereunder. Court and the officers, agents and employees of Court are not, and shall not be deemed, employees of County or the Law Library Trustees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to employees of County or of the Law Library Trustees other than those granted to them through the collective bargaining process. County and the officers, agents and employees of County are not, and shall not be deemed, employees of Court or the Law Library Trustees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to employees of Court or of the Law Library Trustees other than those granted to them through the collective bargaining process. Each party hereto shall determine, at its own risk and expense, the method and manner by which duties imposed on

it by this MOU shall be performed; provided, however, that each party may monitor the work performed by the other as appropriate hereunder. County shall not deduct or withhold any amounts whatsoever from the reimbursement paid to Court, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. Court alone shall be responsible for all such payments.

- 6. **Indemnification.** County, Court and Law Library Trustees shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this MOU from any claims, loss or liability including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under the MOU and related amendments.
- 7. **Termination/Remedies for Default.** Due to the restrictions on terminating the relationship between County and Court in Government Code section 77212, this MOU may be terminated by County and Court prior to the expiration date of the initial term or any automatic renewal thereof only with the mutual written consent of both County and Court. For this reason, the sole remedy for default by Court relating to provision of the services required under this MOU shall be through the equitable remedy of specific performance and the sole remedy for default by County relating to reimbursement for the cost of the services provided shall be through legal action for damages. Notwithstanding the foregoing, County, Court and the Law Library Trustees may terminate that portion of this MOU relating to services to the Law Library by mutual consent at any time, any of the three parties may terminate such portion of the MOU at any time upon giving the other parties no less than thirty (30) days prior written notice, and none of the parties shall be limited as to remedies for breach of such portion of the MOU.
- 8. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.
- 9. **Notices.** All notices required or authorized by this MOU shall be in writing and shall be delivered in person or by deposit in the United States mail, first class postage prepaid; by deposit in a sealed envelope in County's internal mail system; by fax transmission; or by electronic mail. Such notices shall be addressed as noted below, depending upon the mode of communication selected. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

Court and Law Library Trustees
Court Executive Officer
825 Brown Street
Napa, CA 94559
Fax: (707) 299-1250

Court.administration@napa.courts.ca.gov

County

Napa County Library Director 1195 Third Street, Rm. 310 Napa, CA 94559

Fax: (707) 253-4176 library@countyofnapa.org

- 10. Confidentiality. Confidential information is defined as all information disclosed to Court in the course of Court's performance of services under this MOU, where such information relates to County's (or Law Library Trustees') past, present, and future activities, as well as activities under this MOU, and County or Law Library Trustees indicates in writing to Court that such information is confidential. Court and any of its officers, agents and employees providing services under this MOU shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of County expressed through its Napa County Executive Officer (for County information) or through the President of Law Library Trustees (for Law Library Trustees' information).
- 11. No Assignments or Subcontracts. A significant consideration of this MOU and subsequent amendments is the interrelationship of the services listed herein with Court operations and facilities which will allow the Court to efficiently provide the necessary services utilizing trained Court staff. For this reason, County, Court and Law Library Trustees agree that Court shall not assign any interest in this MOU, or subcontract any of the services Court is to perform hereunder without the prior written consent of the other party/parties, as applicable, which shall not be unreasonably withheld, except that no such consent shall be required for services which were provided by Court to County through subcontract as of the effective date of this MOU. County approval of subcontracts shall be made by the Napa County Executive Officer or their designee.
- 12. **Compliance with Laws.** In providing the services required by this MOU, each party hereto shall observe and comply with all applicable federal, state and local laws, ordinances, codes, court rules, and regulations, including Judicial Council regulations.
- 13. **Taxes.** County, Law Library Trustees, and Court each agree to be solely liable and responsible for all required tax withholdings including, without limitation, those for state and federal income and FICA taxes relating to their respective employees or subcontractors retained to provide the services under this MOU. The parties agree to indemnify and hold one another harmless from any liability Court, County or Law Library Trustees may incur to the United States or the State of California as a consequence of their respective failure to withhold such amounts when due. In the event that any of the parties are audited for compliance regarding any such withholding or payment of taxes, each party agrees to furnish the affected other parties with proof of the withholding.
- 14. Access to Records/Retention. County, Law Library Trustees, any federal or state grantor agency funding all or part of the reimbursement payable hereunder, the State Controller, the Judicial Council of California, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Courts which are directly pertinent to the subject matter of this MOU for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Court shall maintain all required records for five years after County and/or Law Library Trustees make final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later.
- 15. **Amendment/Modification.** Except as otherwise provided herein, this MOU may be modified or amended only in writing and with the prior written consent of all parties. For amendments or modifications that to not affect the Law Library, County and Court may agree to

such amendment or modification in writing without the consent of Law Library Trustees, provided County or Court provides Law Library Trustees with the proposed amendment or modification at least 30 days prior to its consideration by the Board of Supervisors. Court must receive authorization from County pursuant to Paragraph 3(b) above prior to performing work beyond the scope of services prescribed by Attachment "A." Failure of Court to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

- 16. **Conflict of Interest.** Court hereby covenants that it presently has no interest not disclosed to County and Law Library Trustees and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as County (through the Napa County Executive Officer) and Law Library Trustees (through its President) may consent to in writing.
- 17. **Third Party Beneficiaries**. Nothing contained in this MOU shall be construed to create any rights in third parties and the parties do not intend to create such rights.
- 18. Attorney's Fees. In the event that either party commences legal action of any kind or character to either enforce the provisions of this MOU or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
- 19. **Interpretation.** The headings used herein are for reference. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state court to enforce any provision of this MOU shall be Napa County, California, but any such matters shall be heard only before an assigned judge not presently sitting as a regular judge on the bench of Court. The venue for any legal action filed by either side in federal court to enforce any provision of this MOU lying within the jurisdiction of the federal courts shall be the Northern District of California.
- 20. **Authority to Contract**. County, Court and Law Library Trustees each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this MOU.
- 21. **Severability.** If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.
- 22. **Entirety of Contract.** This MOU constitutes the entire agreement between the parties relating to the specific subjects of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.
- 23. **Counterparts.** This MOU may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Amended and Restated MOU is executed by County, acting by and through the Chair of the Board of Supervisors, by Court through its Presiding Judge, and by Law Library Trustees through its duly authorized officer.

	NAPA	•	
	Scott R. L. Young, Presid	ling Judge	
Approved as to Form: General Counsel for Court By: Lloyd Llewelyn	4		
	BOARD OF LAW LIBRAR	BOARD OF LAW LIBRARY TRUSTEES OF THE	
	NAPA COUNTY LAW LIB	NAPA COUNTY LAW LIBRARY	
	By:		
	Anthony Halstead, Pres	ident	
Approved as to Form: Napa County Counsel's Offic Counsel for Law Library Box			
By: Silva Darbinian			
Silva Darbinian, Deputy			
	NAPA COUNTY, a political subdivision of the State of California		
Davi			
By: Anne Cottrell, Chair of the Board of Supervisors			
APPROVED AS TO FORM	APPROVED BY THE NAPA COUNTY	ATTEST: NEHA HOSKINS	
Office of County Counsel	BOARD OF SUPERVISORS	Clerk of the Board of Supervisors	
By: <u>Thomas C. Zeleny</u> Deputy County Counsel	Date: Processed By:	By:	
Date: November 4, 2025			
Jaic	Deputy Clerk of the Board		
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ATTACHMENT A

SCOPE OF SERVICES

1. Law Library

- A. The Law Library Board of Trustees will hire a Law Librarian via a separate contract. Duties and hours of Law Librarian will be determined by Law Library Trustees.
- B. The Court grants the Law Library Trustees a license to use the Law Library room located on the first floor of the Historic Courthouse at 825 Brown Street (Premises) subject to the following:
 - The license is exclusively for purposes of operating a law library open to the public;
 - The law library may operate only between Mondays and Fridays, during the hours of 8:00 a.m. to 4:00 p.m.;
 - Neither the County, the Law Library Trustees, nor any of their employees or agents may make any alterations to the Premises absent advanced written consent of the Court's Chief Executive Officer;
 - The Court shall maintain the Premises. Any and all maintenance requests shall be directed to the Court's Executive Assistant at court.administration@napa.courts.ca.gov.
- C. The County shall provide the services of a Library Associate to assist the Law Library Board of Trustees and the Law Librarian in operating the Law Library within the Premises. The services shall be provided by County by assigning County staff. The County staff provided shall perform the following services:
 - Provide direct patron/customer support via in person visits, phone calls and email.
 - Organize and maintain the Law Library collection.
 - Work under the day to today direction of the Law Librarian, County Library, Law Library Trustees, and the Court.
 - Additional duties as defined by the County Library Associate classification.
- D. The Court will provide support services as follows:
 - Court IT will support court-provided equipment, software, and access to the Court Case management system that are located inside the law library.
 - Court staff will assist with the distribution of books and general questions from law library users in the absence of County library staff.
 - Janitorial services
- E. The Court and County will mutually agree on the hours the law library will be available to law library users.

2. Comprehensive Collections Program

- (a) Maintenance of Effort. Court and County shall maintain their respective involvement with the enhanced collections effort for Court Revenues set forth in Attachment C in a manner and level equivalent to that maintained by Court and County as of July 1, 2025. Court shall continue to prepare and provide County with monthly reports of collections and expenses. County shall maintain its contractual arrangement with Linebarger, Attorneys at Law (or equivalent outside contractor, at County's discretion, but only upon reasonable notice to the Court with the opportunity to participate in vendor selection) for court revenues collections services during each County fiscal year and in that regard County shall be responsible for entering into any necessary contract amendments or new agreements with such contractor. County Auditor-Controller will remit payments and submit reports to the State as required by law. In the event of an audit by the State, Court shall cooperate with County as reasonably necessary to respond to the audit.
- (b) "One-Stop" Collections Program. Court shall maintain a comprehensive "one-stop shopping" collections program for all court-ordered obligations including, but not limited to, fines, fees including administrative fees, assessments, forfeitures, and the like (Collected Fees). Amounts ordered for victim-restitution are not Collected Fees. The parties agree that such obligations to pay Collected Fees may include payment plans. If additional types of Collected Fees are authorized by statute, or by Court, County or Municipal action, and implemented by Court, Court may add such Collected Fees to the one-stop shopping collections program. The Court shall endeavor to provide appropriate County personnel prior notice of any new Collected Fees at the earliest opportunity.

3. **Grand Jury Administration**

Court shall provide County with budgetary oversight and support for the Napa County Grand Jury.

4. Transcripts

Court shall provide transcripts to County departments upon request, within a reasonable amount of time after each request is made.

5. Interpreters

Court shall provide County departments (including, but not limited to, the District Attorney, Probation Department, Public Defender and court-appointed attorneys) with interpreter services where required by state or federal law. In all other instances, County and its departments are responsible for hiring interpreters.

6. Peer Court

Neither the County nor Court shall be obligated to provide or support any Peer Court program. Nothing herein, however, shall be read to restrict either party from doing so.

7. Electronic Access to Court Records; Interconnectivity Security Protocols

- (a) Access to Court Records System. In conjunction with County's ITS Department, Court shall provide County electronic access to Court's automated case processing system to such County departments as the Napa County Executive Officer may designate from time to time, subject to such restrictions as the Court Executive Officer may require, to protect records which are confidential by statute or which relate only to Court's administrative needs, including orderly implementation of the requested access.
- (b) <u>Interconnectivity Security Protocols.</u> In light of the access provided by Court to County under subparagraph (a) as well as access provided by County to Court to facilitate provision of services by Court under this MOU, Court and County hereby agree that they will abide by the following common network security practices to protect the security of their respective electronic information systems:
 - 1. <u>Technical Considerations.</u> Both parties shall apply industry "best practices" in regards to their interconnected networks, including:
 - (A) Patch Management. Keep servers and workstations up-to-date with the latest critical security patches. Although it is common to wait a certain period of time before applying patches, due to potential incompatibility risks, critical patches that apply to the servers that the Court and County support shall be applied as close to the release date as reasonably possible.
 - (B) AntiVirus Protection. In addition to applying critical security patches, both parties shall use an automated solution to stay current with the most current anti-virus software, including frequent signature file and executable updates as they are released. This solution shall minimally be provided at the network perimeter, for e-mail and the local workstations.
 - (C) <u>Firewall Protection.</u> Both parties shall provide access only to those ports required for the specific applications granted, in order to limit the vulnerability of unnecessary and/or unwanted traffic being generated between the two entities.
 - 2. <u>Collaboration.</u> Court and County shall operate the interconnected portions of their respective networks with a spirit of collaboration when any

- problem occurs between the connections that could affect either of the attached networks.
- 3. <u>Communication.</u> Court and County shall develop and implement a mutually acceptable and compatible communications plan for mutual notification of outages and/or any connectivity failure that will affect users on either side. This shall include providing an emergency contact list to key individuals in each party's information technology department or division who will be responsible for resolving network related problems and escalating to the appropriate people as necessary.
- 4. Reservation of Rights. Each party shall retain the right to temporarily bar access to its network systems by anyone, including the other party, when the party's information technology director (or other person performing that function) or designee determines that such restriction is necessary to deal with a security emergency, from whatever cause or source, and such temporary interruption of access may continue until the problem has been resolved.

8. Alternative Dispute Resolution (ADR) Program

- a) Program Administration: The County designates the Court's Executive Officer or designee as the Program Coordinator of the Napa County Dispute Resolution Program and the Court accepts that designation. To the extent allowed by law, County delegates to Court all duties and responsibilities required by and assigns to Court its rights and powers under section 465 through section 471.5 inclusive of the Business and Professions Code and Title 16 California Code of Regulations (CCR) Section 3600 et seq. The Court accepts both the delegations of duties and correlative assignment of rights.
- b) ADR Trust Fund: All revenues collected under Business and Professional Code 470.5 will be deposited in the Non-Operating Special Revenue Fund (the ADR Trust Fund) to be used for the operation of the alternative dispute resolution programs in accordance with the Dispute Resolution Program Act (DRPA) and CCR. The Court may deduct its actual administrative costs from the ADR Trust Fund, up to 10% of the annual revenue of the trust fund. Except as provided in this MOU, the County will not provide any other funding for the administration of the DRPA funds.
- c) Annual Report: The Court will file with the County Board of Supervisors annually for its review a report setting forth revenues received, to whom and in what amounts disbursements were made and a statistical summary of program activity as required by section 471.5 of the Business and Professional Code.

ATTACHMENT B

REIMBURSEMENT RATES AND METHODOLOGY

1. Law Library

The County will pay \$25,000 per fiscal year to the Law Library fund, which shall be paid by County from the County General Fund. From the \$25,000, \$3,000 shall be paid from the Law Library Fund to the Courts annually within 30 days of the beginning of each fiscal year for IT and other administrative services provided by the Court to the Law Library. The County shall charge Law Library Trustees for the actual costs County incurs in providing Library Associate services at least quarterly. Reimbursement for services will be paid to County by Law Library Trustees out of the Law Library fund within 10 days of invoice.

2. Comprehensive Collections Program

"Court operations" excludes enhanced collections pursuant to Government Code section 77003(b). Therefore, the parties agree that the maximum reimbursement per fiscal year of Court by County for enhanced collections services shall be calculated upon the basis that the services will be provided by two full-time Legal Process Clerks.

3. Grand Jury

Maximum annual reimbursement for services provided by Court to the Napa County Grand Jury as described in Attachment A shall be equal to 10 percent of the total budget adopted by the Board of Supervisors for the grand jury function for the fiscal year in question.

4. Transcripts

Court shall provide transcripts to County departments at no cost to County only when mandated by state or federal law. County shall pay Court for the actual cost to Court of transcripts provided to County departments where such production is not required by law.

5. Interpreters

Interpreters shall be provided at Court expense when interpreters are required by state or federal law. In all other instances, County and its departments are responsible for hiring and paying for interpreters.

6. Peer Court

No reimbursements are required for costs relating to a Party's participation or support of any Peer Court program.

7. Electronic Access to Court Records

The sole consideration for Court's provision to County and its departments of electronic access to court records in the Court's automated case management system (including the necessary software licenses) shall be the use by Court of County's cold room, or equivalent facilities, for Court servers without obligation of Court for payment of monetary rent to County, and the lease to Court of County's former Probation office facilities located at 2350 Old Sonoma Road, Napa, California, without obligation of Court for payment to County of monetary rent. The parties agree that the space license for the cold room space and the lease of the facility at 2350 Old Sonoma Road will be set forth in separate agreements. The parties further agree that because the fair market rental value of these facilities is at least equal to and may exceed the fair market value of the electronic access services and licenses provided by Court to County under this MOU, nothing in this MOU shall be construed to preclude the parties from agreeing, either as an amendment of this MOU or as a part of the separate space license and lease agreements, to the provision of additional services by Court to County in exchange for the waiver of all monetary lease rental or space license fee payments.

8. Alternative Dispute Resolution (ADR) Program

The Court may deduct its actual administrative costs from the ADR Trust Fund, up to 10% of the annual revenue of the trust fund. The County will not provide any other funding for the administration of the ADR Program.

9. Travel Expenses:

If travel is requested by County, reimbursement for travel by Court personnel shall be in accordance with the Travel Policy adopted by the Napa County Board of Supervisors as set forth in Section 43 of Part I of the County of Napa Policy Manual in effect as of the date of travel for which reimbursement is requested, which Travel Policy is incorporated herein by reference. No mileage or other vehicle related cost shall be billed to or reimbursed by County for mileage traveled by Court personnel using a County-provided vehicle.

ATTACHMENT C

COURT RELATED REVENUES AND RESPONSIBILITY FOR USE OF SPECIFIED COURT FUNDS

1. In General

County and the Courts agree that the following revenues collected by or for Court under this MOU shall be deposited, to the extent not prohibited by law, in the Trial Court Operations Fund for the exclusive use of Court:

- Clerk's Fee Superior Court Motions
- Clerk's Fee Superior Court Summary Judgments
- Clerk's Fee OSC Custody/Visitation
- Clerk's Fee Superior Court Certified Mail
- Clerk's Fee OSC/Ex parte
- Clerk's Fee Abstract
- Clerk's Fee Dissolution Petition
- Clerks' Fee Superior Court Postponement
- Clerk's Fee Certified Dissolution
- Clerk's Fee Clerk's Transcript (Appeal)
- Record Search Fees [GC 26854]
- Transaction Fees [GC 54985 & Veh.C. 40611]
- Dependency Mediation Fees [H&S 103625] (repealed but still collected)
- Unclaimed Deposits [Trust Balances]
- Uninsured Motorist Trust Fund Revenues [Pen.C.1463.22]
- Judicial Sanctions
- Court Investigation Fees
- State Hospital Commitments (Stockton cases-6500 WIC)—portion allocated to Court for Court functions only; does not include 6500 funding of County Department such as the County Counsel and Public Defender who also provide reimbursed services in relation to the 6500 program)
- State aid revenue for reimbursement of Court-administered Work Program.

2. <u>Unanticipated Revenues</u>

County and Court agree that if during any County fiscal year during the term of this MOU Court receives revenues of a type which were not anticipated as of the effective date of this MOU and which are not dedicated by statute or regulations to County, the State of California, the Law Library or other specified public agencies or purposes, then such unanticipated revenues will be deposited in the Trial Court Operations Fund for the exclusive use of Court.

3. 2% Automation and Micro-Automation Trust Funds

County and Court agree that any funds deposited into the Court's 2% Automation Trust Fund and Micro-Automation Trust Funds shall be transferred to the Trial Courts Operations Fund, and that the Court thereafter shall have sole authority to appropriate and expend these funds for the purposes permitted by law.