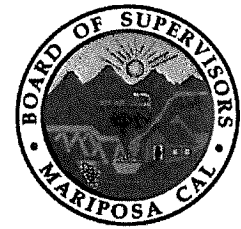




MARIPOSA COUNTY

Administration • 209-966-3222



RESOLUTION - ACTION REQUESTED 2016-6

MEETING: January 5, 2016

TO: The Board of Supervisors

FROM: Mary Hodson, CAO

RE: Juvenile Defense Attorney Services Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve the Juvenile Defense Attorney Services Agreement with the Mariposa County Superior Court, and Authorize the Board of Supervisors Chair to Sign the Agreement; Approve Budget Action Increasing Revenue and Appropriations in the Indigent Defense Budget to Correspond with Agreement Amount (\$5,828). Approving the Agreement will ensure that juvenile dependency legal services are provided and that the Superior Court will pay the County for these services. The Court Executive Officer has determined that the amount of money the Mariposa County Superior Court will receive this fiscal year is \$38,070, which is based on the anticipated number of juvenile dependency cases. This is an increase from the previous Agreement and the Superior Court Judges are amenable with this amount.

At the time of budget preparation the allocation amount has not been calculated so last year's Agreement amount was used in the budget. The budget action increases revenue and appropriations in the Indigent Defense budget to recognize the now know funding allocation and the amount included in the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 2, 2014, the Board adopted Resolution #14-616 approving the Juvenile Defense Attorney Services Agreement with the Mariposa County Superior Court in the amount of \$32,242.

On July 7, 2015, the Board adopted Resolution #15-316 approving an Amendment increasing the funding allocation for the Juvenile Attorney Services Agreement by \$621.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the Juvenile Defense Attorney Services Agreement. The County may

not receive payment from the Superior Court for providing juvenile dependency legal services.

FINANCIAL IMPACT:

Revenue and appropriations will be increased by \$5,828 to correspond with the allocation amount included in the Juvenile Defense Attorney Services Agreement.

ATTACHMENTS:

Juvenile Defense Atty 2015-2016 (DOC)
Budget Action Form (XLS)

CAO RECOMMENDATION

Requested Action Recommended


Mary Hodson, CAO 12/28/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

AGREEMENT TO PROVIDE JUVENILE DEFENSE ATTORNEY SERVICES

THIS AGREEMENT is entered into on July 1, 2015, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and the Superior Court of California, County of Mariposa, hereinafter referred to as "**Court**."

WITNESSETH:

WHEREAS, **County** has entered into a Legal Services Agreement with Neal D. Douglass, Eugene Action, and H. Wayne Green for the provision of public defender legal services to **County**; and

WHEREAS, a portion of the legal services rendered pursuant to the Legal Services Agreement are juvenile dependency legal services; and

WHEREAS, it is the responsibility of **Court** to provide juvenile dependency legal services; and


WHEREAS, **County** and **Court** desire to enter into an Agreement wherein **County** will ensure that juvenile dependency legal services are provided and **Court** will pay **County** for those services; and

WHEREAS, the term of this Agreement will be July 1, 2015, through June 30, 2016.

NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. **County** agrees to provide on **Court's** behalf juvenile dependency legal services pursuant to the Legal Services Agreement **County** has entered into with the above referenced Attorneys during the term of this Agreement.
2. **Court** shall pay to **County** the not to exceed amount of Thirty-Eight Thousand, Seventy Dollars (\$38,070) for the term of this Agreement. Amount due may be modified by a **County** and **Court** approved amendment modifying the not to exceed amount based upon notification from the Judicial Council of a change in funding allocations.
3. The sum due hereunder shall be paid by the **Court** to the **County** in quarterly installments of 25-percent of the total sum within 30 days of being invoiced by the **County**.
4. Either party hereto may cancel this Agreement upon sixty (60) days prior written notice to the other party.

COUNTY OF MARIPOSA:



JOHN CARRIER, Chairman

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MARIPOSA:




F. DANA WALTON, Presiding Judge

ATTEST:



RENÉ LaROCHE, Clerk of the Board

APPROVED AS TO FORM:



STEVEN W. DAHLEM, County Counsel