

MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2019-530

MEETING: September 17, 2019
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
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.

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 \$54,019, which is based on the anticipated number of juvenile dependency cases.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 16, 2018, the Board adopted Resolution #18-497 approving an Agreement with the Mariposa County Superior Court in the amount of \$41,897.

On September 12, 2017, the Board adopted Resolution #17-598 approving an Agreement with the Mariposa County Superior Court in the amount of \$38,070.

On September 13, 2016, the Board adopted Resolution #16-460 approving an Agreement with the Mariposa County Superior Court in the amount of \$38,070.

On January 5, 2016, the Board adopted Resolution #16-6 approving an Agreement with the Mariposa County Superior Court in the amount of \$38,070.

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.

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FINANCIAL IMPACT:

Revenue and appropriations have been included in the Indigent Defense budget that correspond with the Agreement amount.

ATTACHMENTS:

Superior Court Juvenile Defense Atty 2019-2020 (DOC)

CAC JV DEPENDENCY_09102019165226 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

AGREEMENT TO PROVIDE JUVENILE DEFENSE ATTORNEY SERVICES

THIS AGREEMENT is entered into on July 1, 2019, 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, 2019, through June 30, 2020.

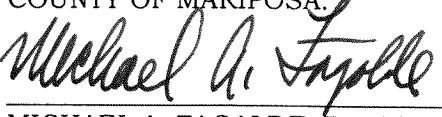
NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

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 Fifty Four Thousand Nineteen Dollars (\$54,019) 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:


MILES MENETREY, Board Chair

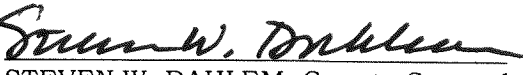
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MARIPOSA:


MICHAEL A. FAGALDE, Presiding Judge

ATTEST:


RENÉ LaROCHE, Clerk of the Board

APPROVED AS TO FORM:


STEVEN W. DAHLEM, County Counsel