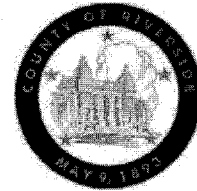


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.7
(ID # 3645)

MEETING DATE:

Tuesday, March 14, 2017

FROM : COUNTY COUNSEL:

SUBJECT: COUNTY COUNSEL: Memorandum of Understanding Agreement Court/County Services Collection Bank Account for Criminal Fines, Penalties, and Forfeitures and Allocation of Earned Interest [District All] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

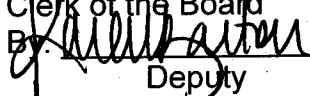
1. Approve and Execute the Memorandum of Understanding Amendment: Court/County Services Collections Bank Account for Criminal Fines, Penalties, and Forfeitures and Allocation of Earned Interest amending the Contract for Services: The County of Riverside and the Superior Court of California, County of Riverside, to distribute interest accrued in the Distribution Bank Account maintained by the Judicial Counsel of California.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 14, 2017
xc: Co.Co.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	N/A
			For Fiscal Year:	2016/2017

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside and the Superior Court of Riverside entered into a Contract for Services that is effective from July 1, 2012 through June 30, 2017. The contract detailed how state penalties, county criminal and traffic fines, and related fees would be collected in an account established by the Judicial Counsel of California and distributed between the County of Riverside Treasury and the Superior Court of the County of Riverside as authorized by Government Code section 68685.9.

The Contract signed in 2012 did not address how interest earned on deposits to the account maintained by the Judicial Counsel of Californian would be distributed. The attached amendment to the Contract for Services requires that the earned interest be apportioned to the Court and County based on the amount of civil and criminal monies collected and distributed during the time period.

Between July 2007 and December 2016 the distribution account averaged 66% criminal monies that are allocated to the County, and 34% civil monies that are allocated to the Court. Upon execution of the Amendment the Court will distribute 66% of the accrued interest, approximately \$400,000, to the County. Thereafter, the Court will transfer the County's portion of interest accrued during the preceding month by the 15th day of each calendar month. (See; *Trial Court Financial Policies and Procedure* Policy No. FIN 10.01, section 6.11.1 Interest Earned on UCF Depository and Distribution Bank Account Balances; <http://www.courts.ca.gov/documents/fin-policies-and-procedures-Manual.pdf>)

Impact on Residents and Businesses

N/A

SUPPLEMENTAL:

Additional Fiscal Information

This Amendment to the Contract for Services the County of Riverside and the Superior Court of California, County of Riverside, will address accrued interest that has not been distributed. The execution of this agreement will result in approximately \$400,000 of accrued interest being transfer to the County of Riverside Treasury.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

**ATTACHMENT A. MEMORANDUM OF UNDERSTANDING AMENDMENT
COURT/COUNTY SERVICES COLLECTIONS BANK ACCOUNT
FOR CRIMINAL FINES, PENALTIES, AND FORFEITURES AND
ALLOCATION OF EARNED INTEREST**

MEMORANDUM OF UNDERSTANDING

CLERK'S COPY

AMENDMENT

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

COURT/COUNTY SERVICES

COLLECTIONS BANK ACCOUNT FOR

CRIMINAL FINES, PENALTIES, AND FORFEITURES AND ALLOCATION OF
EARNED INTEREST**1. Bank Account Authorization**

As authorized by California Government Code section 68085.9 and stated in the Court-County Memorandum of Understanding approved by the Board of Supervisors on September 17, 2014, and currently in effect, the parties agreed that the Court will deposit into a bank account, which has been established by the Judicial Council of California and which is separate from the County treasury, all money that is received by the Court and is required by law to be deposited into the County treasury or with the County treasurer ("County Money").

County Money includes but is not limited to Sections 24353, 68085, 68085.5, and 68101 of the Government Code and Section 1463.001 of the Penal Code. Money collected pursuant to Government Code section 68085.1 shall be deposited as provided in that section into a separate bank account which has been approved by the Judicial Council of California (JCC) Administrative Director of the Courts.

2. Interest

Interest earned on deposits will be apportioned in the following manner: 66% to the County and 34% to the Court. This split is based on the average amount of criminal (County Money) and civil (Court Money) monies collected and distributed from July 1, 2007, through December 31, 2016.

3. Payment to County

Upon execution of this document, the Court will distribute earned interest owed the County for the time period of July 1, 2007, to December 31, 2016. Going forward, by the 15th day of each calendar month, the Court will transfer to the County treasury the County's portion of any earned interest received the prior month(s).

4. Incorporation into the Court-County MOU

This amendment will be incorporated into the Court-County MOU upon the expiration of the current MOU in effect, which is June 30, 2017. Prior to every renewal after incorporation of this amendment, the Court will recalculate average collections of the fiscal years covered in the expiring MOU and adjust interest apportionment accordingly. That apportionment will stay in effect until the next renewal of the Court-County MOU.

5. Payment Method

Monthly interest transfers will be made by electronic fund transfer. The transfer method is agreed to by both parties.

6. Banking, Administrative, and Collections Costs

It is agreed that the Court's reasonable banking and administrative costs will be invoiced and paid by the County pursuant to Article 13.1 of the Court-County MOU as agreed to by the parties in the next renewal of the agreement.

MAR 14 2017 3.7

County:

Court:

Signed:

Signed:

JOHN TAVAGLIONE

W. Samuel Hamrick, Jr., Court Executive
Officer

Date MAR 14 2017

Date _____

ATTEST:

KECIA HARPER-IHEM, Clerk

By

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY

KRISTINE BELL-VALDEZ

DATE