

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office _____

Urgent _____ Routine _____

CEO Concurs with Recommendation YES *sw* NO _____
(Information Attached)

BOARD AGENDA # *B-12 _____

AGENDA DATE: October 30, 2001

4/5 Vote Required YES _____ NO _____

SUBJECT: APPROVAL OF AGREEMENT WITH SUPERIOR COURT FOR PAYMENT OF
COMPUTER CONVERSION

STAFF RECOMMENDATION:

1. APPROVE AGREEMENT WITH SUPERIOR COURT FOR PAYMENT OF
COMPUTER CONVERSION; AND
2. AUTHORIZE THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO
SIGN THE AGREEMENT.

FISCAL IMPACT:

None.

BOARD ACTION AS FOLLOWS:

No. 2001-826

On motion of Supervisor Blom _____, Seconded by Supervisor Mayfield _____

and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, and Chair Paul _____

Noes: Supervisors: None _____

Excused or Absent: Supervisors: Caruso _____

Abstaining: Supervisor: None _____

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro
Deputy

File No.

APPROVAL OF AGREEMENT WITH SUPERIOR COURT FOR PAYMENT OF
COMPUTER CONVERSION

PAGE 2

DISCUSSION:

This Agreement provides the financing for the necessary conversion of the Court's information systems from the mainframe platform to a network system which has been the goal of both the Courts and the County. The new system will also support other Court users.

**POLICY
ISSUES:**

It is in the best interest of the County and the Courts to develop and implement a new information system.

**STAFFING
IMPACT:**

County and Court information services specialists have been and will continue to work to create a successful conversion of the Court's information services system.

AGREEMENT PERTAINING TO CIVIL ASSESSMENT FEES

1. This agreement is between the Stanislaus Superior Court (Court) and the County of Stanislaus (County).
2. There presently exists a dispute between the Court and the County as to civil assessment fees collected by the Court. There now exists over \$700,000 in non-allocated civil assessment funds that are subject to this dispute.
3. It is to the mutual benefit of the Court and the County for the Court to migrate or convert the Court Case Management System (CARDS) from the County mainframe to a Court platform of Court owned servers, hereinafter referred to as the Project, as part of the I-CJIS system.
4. Court and County agree that the Court may use the disputed civil assessment fees as set forth herein.
5. The Court shall use the disputed civil assessment funds to carry out said Project in accordance with the Project Charter attached to this Agreement as Exhibit 1 and incorporated herein by this reference and the Court shall:
 - a) Use its best efforts to contract with a software supplier for the Project;
 - b) Use its best efforts to manage the Project, keep the Project within budget and on time;

- c) Provide the County with invoices relating to the Project; and
 - d) Restore the monies advanced from the civil assessment fees fund pursuant to the terms set forth in paragraph "7." hereinbelow.
6. Any and all civil assessment fee funds used by the Court for the Project shall bear interest at the County pooled money investment account rate as determined by the Auditor-Controller and said rate shall be adjusted quarterly. (Said rate is based upon the commercial rate of County investments and said rate as of June 1, 2001, was 5.25%). The County pooled money rate shall be applied on a quarterly basis to any outstanding balance.
7. This agreement shall terminate upon payment in full of any and all principal and interest to the civil assessment fee fund. Court shall make a first payment on March 1, 2003, in the amount of 25% of the outstanding balance of principal and interest; the Court shall make a second payment on March 1, 2004, in the amount of 33 1/3% of the then outstanding balance of principal and interest; Court shall make a third payment on March 1, 2005, in the amount of 50% of the unpaid balance of principal and interest. The final payment shall be made by the Court on March 1, 2006, of 100% of the remaining balance and interest. Payment may be earlier without incurring any additional charges or penalties.
8. This agreement embodies the entire agreement and understanding among the parties. There are no agreements, representations, or warranties other than those

set forth herein. This agreement, in whole or any part, may not be changed, waived, discharged or terminated, in whole or part, except in a writing signed by the party to the charged.

9. In the event of any legal action to enforce any or all of the term of this agreement, the prevailing party shall be entitled to receive their reasonable and necessary attorney fees and all necessary costs and expenses incurred in prosecuting or defending said action.

10. In the event of a legal dispute between the parties, the action shall be filed in either the San Joaquin Superior Court or the Sacramento Superior Court.

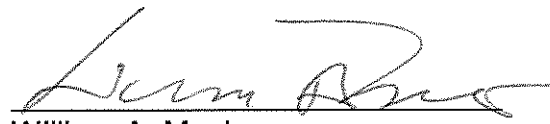
Dated: 10/25/01

County of Stanislaus

Stanislaus County Superior Court



Reagan M. Wilson
Chief Executive Officer



William A. Mayhew
Presiding Judge

V:\CO_ADMIN\WP\KREIDER\DEAN\SUPERIOR\Civil Assessment Fees Agreement.wpd

APPROVED AS TO FORM
MICHAEL H. KRAUSNICK
COUNTY COUNSEL

BY Dean Wright 10/25/01
DATE 10/25/01