

Exhibit A, Amendment 1
Auditor-Controller-Treasurer-Tax Collector (ACTTC)

Auditor-Controller-Treasurer-Tax Collector

This agreement is made and entered into between the County of Sonoma Auditor-Controller-Treasurer Tax Collector's Office, hereinafter referred to as the "ACTTC" and the Superior Court of California, County of Sonoma, hereinafter referred to as the "Court". It is mutually agreed upon as follows:

ONGOING SERVICES:

a) Method of Service Delivery

The ACTTC agrees to maintain an ongoing relationship with the COURT by providing services as detailed in this Exhibit. Except as agreed upon, the ACTTC services will be provided utilizing the same forms, accounting systems, payroll systems, and other methods the ACTTC uses with other COUNTY departments.

b) Scope of Service

The following services will be provided:

1. Payroll services
2. Payroll warrant processing
3. Deferred compensation administration
4. Other services as described in c below *

c) Other Services: *

The COURT agrees to pay the ACTTC and ISD costs, including both direct and indirect A-87 costs, to accommodate any system changes related to COURT labor union MOU's. Proposed changes should be discussed with the appropriate ACTTC staff to be sure current systems can accommodate requested changes. For programming changes necessary after June 1, 2009, the COURT will provide the ACTTC programming change requests eight weeks in advance of required implementation date.

The COURT agrees to pay its prorated share of costs for any changes the COUNTY makes to the payroll system as long as the COURT uses the system, if the changes impact the COURT. If changes are reflecting COUNTY MOU changes and will not impact the COURT, costs should not be allocated. Any billing to COURT shall be consistent with charges to all other departments and agencies.

The ACTTC may occasionally provide additional accounting services, including but not limited to, processing journal entries related to payroll transactions. The COURT and the ACTTC will discuss and negotiate any costs related to these additional accounting services prior to the provision of services to the COURT. The ACTTC shall notify the COURT in advance of any change in the negotiated costs. No services will be provided unless an agreement is reached.

d) Cost of the Service

The methodology and estimated cost for the provision of services from July 1, 2009 to December 31, 2009 is described as follows:

Service	Allocation Method	Est. Annual Cost	Est. 6-Month Cost (to 12/31/09)
Payroll Services	# of Court Employees	\$136,490	\$68,245
Deferred Comp Admin	# of Court Employees	\$4,244	\$2,122
Estimated Total		\$140,735	\$70,367

Exhibit A, Amendment 1 Auditor-Controller-Treasurer-Tax Collector (ACTTC)

These costs include both direct and indirect costs and are estimated at FY 2009-2010 levels, based upon the most recent fiscal year expenses in the cost plan. Future estimates will follow the same methodology using the associated cost estimates for the fiscal year under consideration. Charges assessed to the COURT for these services shall not exceed the costs incurred by the ACTTC of providing similar services to COUNTY departments or special districts. The COURT will reimburse the ACTTC Office directly for these services as described in III Method of Reimbursement in the introductory section of this MOU.

In the event the COURT or ACTTC desire to adjust services and/or charges specified in this MOU or its exhibits, changes to service levels and/or reimbursement amounts may be made at any time during the term of this MOU upon mutual agreement of the COURT and the ACTTC.

e) Performance Standards

The ACTTC will perform work in accordance with generally accepted and applicable accounting professional practices and standards as well as the requirements of applicable federal, state, and local laws. Based upon the information provided by the COURT, the ACTTC is committed to providing clear, accurate, and responsive financial reports and services. The COURT agrees to provide timely, complete, and accurate information in accordance with applicable federal, state, and local laws. The COUNTY will be held harmless by the COURT, and the COURT agrees to indemnify and defend the COUNTY and its officers and employees in any audit, claim, administrative proceeding or lawsuit for all fines, penalties, fees or other costs or damages which may occur (1) due to incomplete or inaccurate information, including information related to COURT employee benefit premium costs, provided by the COURT related to payroll services provided by the COUNTY to the COURT, or (2) related to COUNTY's assistance or provision of services or information during COURT's transition to another payroll service.

The COURT will deliver timely, accurate balance statements of civil trust funds to the ACTTC at least quarterly in order for the ACTTC's staff to calculate interest apportionments each quarter.

The ACTTC and the COURT will meet during the month of December each year to review the fiscal year-to-date performance in providing specified support services to the COURT and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

TRANSITIONAL SERVICES

a) Transitional Payroll and Deferred Compensation Services

The parties will negotiate transitional payroll and deferred compensation services, resource needs and costs prior to the COUNTY rendering those services. COUNTY payroll transition costs could include, but are not limited to, all additional or incremental costs to assist in the transition to a new payroll system. Transitional services do not include training of COURT staff on processes related to prior services or administrative duties provided by the ACTTC staff.

b) Benefit Deduction Services:

COURT will administer benefits for their employees as of June 1, 2009. COURT will provide COUNTY with all information necessary to deduct the appropriate employee share of premium from COURT employees' pay as specified by COURT. COUNTY will not provide benefit administration or any share of cost for COURT benefits.

c) Judicial Benefits

Exhibit A, Amendment 1
Auditor-Controller-Treasurer-Tax Collector (ACTTC)

As of first pay date in 2010 (January 1, 2010) COURT will transition the Superior Court Judges monthly pay to their payroll system. COUNTY will reimburse COURT for judicial benefits it is required to provide pursuant to state law. COUNTY will identify those benefits and request confirmation of same by COURT. County reserves the right to terminate such benefits in accordance with state law.

TERMINATION OF SERVICES

Except where another date is specifically identified, services provided for in this agreement shall terminate effective December 31, 2009. Any extension of services provided by this agreement shall be by mutual written agreement of the ACTTC and the COURT.

AMENDMENTS

Pursuant to the Memorandum of Understanding for The Use and Provision of Court and County Services, Section IX. Amendments, amendments to the agreement shall be in writing with the agreement of both parties (COUNTY and COURT). The agreement shall be "attested" by the Clerk of the Board's verification of the signatures.

SIGNATURE OF THE PARTIES

Exhibit A, Amendment 1, is effective upon signature of the Presiding Judge of the Court and the Chairperson of the Board of Supervisors..

Presiding Judge

Date

Chairperson, Board of Supervisors

Date

Reviewed as to form by County Counsel

Date