COPY

The Superior Court
OF THE
State of California
SAN DIEGO

CHAMBERS OF
ROBERT J. TRENTACOSTA
JUDGE OF THE SUPERIOR COURT

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June 23, 2009

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Re: Homeless Court, Memorandum of Understanding

Dear Colleagues,

Enclosed is a copy of the Homeless Court MOU that has been fully-executed by all parties.

Thank you for your continued cooperation.

Sincerely,

Robert Trentacosta

HON. ROBERT J. TRENTACOSTA
Supervising Criminal Judge
San Diego Superior Court

RJT/jjm
Enclosure
cc w/encs: Hon. Kenneth K. So, Presiding Judge
Hon. Joel M. Pressman, Supervising Judge, North County Division
Hon. Peter C. Deddeh, Supervising Judge, East County Division

SAN DIEGO COUNTY HOMELESS COURT PROGRAM
MEMORANDUM OF UNDERSTANDING

BETWEEN THE
SAN DIEGO COUNTY DISTRICT ATTORNEY'S OFFICE,
OFFICE OF THE SAN DIEGO CITY ATTORNEY,
SAN DIEGO COUNTY DEPARTMENT OF THE PUBLIC DEFENDER,
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
AND
HOMELESS SERVICE PROVIDERS

I. Parties:

San Diego County District Attorney's Office,
Office of the San Diego City Attorney
Office of the Public Defender, San Diego County
Superior Court of California, San Diego County
Veterans Village of San Diego
St. Vincent de Paul Village
North County Lifeline, Inc.

II. Homeless Court Objectives:

San Diego Superior Court Homeless Court Program (HCP) is aimed at a segment of the population that typically has no means for making reparations to the criminal justice system for minor offenses and misdemeanor criminal conduct. The objective of Homeless Court is to offer these individuals an opportunity to resolve outstanding criminal cases by earning a reduction of fines/fees or a dismissal of their case(s) by participating in treatment programs rather than paying full fines/fees and/or serving time in custody.

III. Purpose of the MOU:

The purpose of this Memorandum of Understanding (MOU) between the San Diego County District Attorney's Office, the Office of the San Diego City Attorney, San Diego County Department of the Public Defender, the Superior Court of California, County of San Diego (Court), Veterans Village of San Diego (VVSD), St. Vincent de Paul Village (SVdPV), and North County Lifeline, Inc. (herein, Providers) is to establish general terms and conditions for each party's participation in the process of resolving outstanding misdemeanor and minor offense cases within the jurisdiction of the Court, involving referred individuals from local homeless provider agencies under the HCP.

IV. Obligations and Responsibilities

A. It is agreed that the San Diego County District Attorney's Office will:

1. Provide a Deputy District Attorney for all HCP sessions;
2. Meet with defense counsel to discuss the list of eligible and ineligible misdemeanor charges in HCP;
3. Meet with defense counsel to discuss the disposition of cases which may be resolved in the HCP; and
4. Review the court calendar, case files or historical records to generate a list of cases, relevant discovery and an offer (plea bargain) for resolution of the cases; and provide those offers to the Court and Public Defender's Office two weeks prior to the HCP session.

B. It is agreed that the San Diego City Attorney's Office will:

1. Provide a Deputy City Attorney for all HCP sessions except for those conducted in North County;
2. Meet with defense counsel to discuss the list of eligible and ineligible misdemeanor charges in HCP;
3. Meet with defense counsel to discuss the disposition of cases which may be resolved in the HCP;
4. Review the court calendar, sentencing guidelines, verification of program participation, case files or historical records to generate a list of cases, relevant discovery and an offer (plea bargain) for resolution of the cases when appropriate; and provide those offers to the Court and Public Defender's Office two weeks prior to the HCP session;
5. Meet with defense counsel to create and provide general Disposition Guidelines for misdemeanor and infraction charges; and
6. Prosecute applicable misdemeanor charges filed with the San Diego Superior Court Central and Kearny Mesa divisions.

C. It is agreed that the San Diego County Department of the Public Defender will:

1. Provide a Deputy Public Defender for all HCP sessions;
2. By November of each year, provide all parties to this MOU an annual HCP color coded calendar schedule which includes dates for provider lists of individuals, case lists from prosecutors, defense counseling of clients, HCP session dates and holidays;
3. Collect monthly Interest List (IL) of individuals referred for the HCP and provide IL to the Court and prosecuting agency three weeks prior to the HCP session;
4. Provide legal counsel to individuals, including reviewing all cases, verification of programs accomplishments, and negotiations for disposition with the prosecuting agencies; and
5. Provide verification of programs completed to the prosecuting agencies, if received, by the Monday before each scheduled HCP session.

D. It is agreed that the San Diego Superior Court will:

1. Designate a judicial or bench officer, bailiff and court room clerical staff for the monthly session, excluding the month of the annual Stand Down event;
2. Approve the list of eligible and ineligible charges;
3. Provide clerical staff to research individuals (subject to Court approval) identified on the interest lists from all providers per the monthly calendar;
4. Provide clerical staff to prepare a court calendar and Minutes-Dismissal Orders reflecting San Diego County misdemeanor and minor offense cases for offenders. Calendar size is subject to Court approval. The calendar will be provided to prosecutors and public defenders one week prior to the HCP session;
5. Recall and release all outstanding warrants and DMV holds as ordered by the court;
6. Update all cases in the San Diego County's criminal records system; and
7. Route court orders involving civil assessments to the Court's collection agency.

E. It is agreed the Providers (programs that provide services to and referrals for HCP participants) will:

1. Provide services in accordance with the programs and criteria outlined in their Statement of Service;
2. Screen and refer individuals pursuant to these criteria;
3. Submit an Interest List of participants on the Provider List date designated on the HCP calendar;
4. Provide the Court with verification of a participant's participation and accomplishments in program activities;
5. Identify the providers which participate in the HCP;
6. Host monthly provider meeting and invite all parties; and
7. Veterans Village of San Diego, St. Vincent de Paul Village and North County Lifeline, Inc. will host monthly HCP counseling and court sessions on the dates designated in the HCP color coded calendar.

F. It is agreed all MOU Parties will:

1. Designate a lead individual for questions pertaining to this MOU and the duties thereof;
2. Meet with the program parties, on an annual basis, to update the list of eligible charges on an as-needed basis, depending on several factors, including, but not limited to: new legislation; changes in procedure; and the needs of the HCP;
3. Meet on the third or fourth Wednesday (and the second in December) of each month at a designated location to conduct the HCP session;
4. Locations of the HCP sessions will be agreed upon by all parties. The current locations are Veterans Village of San Diego on Pacific Highway and St. Vincent de Paul Village in East Village, North County Lifeline, Inc. in Vista and Veterans Village of San Diego, New Resolve in Escondido. Sessions will rotate each month to the agreed upon locations;

5. Update the list of applicable cases and charges on an as-needed basis, depending on several factors; including but not limited to, new legislation, changes in procedure and the needs of the HCP;
6. Agree to meet the deadline dates on the annual HCP Calendar schedule provided by the Office of the Public Defender;
7. The annual HCP Calendar schedule provided by the Office of the Public Defender will be dispositive for the dates of court, the deadlines and the locations of court.
8. The HCP shall not require participants to waive any protections afforded by due process. Participants shall have meaningful time for review of the cases and issues prior to disposition;
9. Community-based service providers should establish criteria for individual participation in the HCP and screen individuals pursuant to these criteria;
10. The HCP process and any disposition therein should recognize homeless participants' voluntary efforts to improve their lives and move from the streets toward self-sufficiency;
11. HCP participants receive credit for accomplishments in program activities for case disposition and sentencing. These activities include but are not limited to: life-skills; chemical dependency or AA/NA meetings; computer and literacy classes; training or searching for employment; medical care (physical and mental); and counseling. These activities typically replace the traditional court sanctions of fines, public work service and custody;
12. Defendants who have completed appropriate treatment or services prior to appearing before the HCP shall have minor charges dismissed, and, where appropriate, may have misdemeanor charges before the court reduced or dismissed. Where charges are dismissed, public access to the record shall be governed by law;
13. Timely include all parties in any media or promotional related requests, events, and publications including but not limited to: press releases; interviews; published material; news; trainings; presentations; and educational material;
14. Acknowledge HCP parties in all media or promotional correspondence; and
15. Develop a process for evaluating out of county individuals who would like to participate in HCP.

V. Eligible and Excluded Cases for HCP:

All cases are heard by consensus of all parties.

A. Excluded Cases

The following categories of cases are excluded from HCP:

1. All Felonies
2. PC §1210 (Proposition 36)
3. Drug Court
4. Domestic Violence (including Elder Abuse)
5. Child Endangerment (PC §§270 – 273.5 inclusive)
6. Juvenile
7. Sexual Offenses [as specified in PC §290(c); and violation of Sex Offender Registration per PC §290]

B. **Eligible Cases**

Except as listed above, the following categories of cases are eligible for HCP:

1. All adjudicated infractions and misdemeanors where there are fines/fees or completion of court ordered programs due.
2. All unadjudicated misdemeanors where the District Attorney or City Attorney agrees to reduce the charge(s) to an infraction.
3. All unadjudicated infractions
4. All unadjudicated misdemeanors, with the following limitation: Guilty pleas to first offense driving under the influence (DUI) cases may be heard in Homeless court with the consent of all parties to the plea agreement. Standard terms and conditions, including an assessment by SAAU, will be imposed. The court has discretion to modify fines/fees in these matters and in exercising its discretion; the court may consider the individual defendant's efforts at rehabilitation. Cases involving a DUI with a proven prior conviction (DUI or "wet reckless") will not be adjudicated in Homeless Court except to consider a reduction of fines/fees or modification of a court ordered program.

VI. Deadlines for the Monthly HCP:

A. The Office of the Public Defender will provide three weeks prior to the HCP session a complete legible IL containing names of participants to the San Diego Superior Court and Office of the San Diego City Attorney/District Attorney. The IL shall include the total number of monthly participants on the front page.
B. The Office of the San Diego City Attorney/District Attorney will provide "Case List from the Prosecution" (Offer Sheets) to the Office of the Public Defender and San Diego Superior Court two weeks prior to the HCP session.
C. San Diego Superior Court will provide a first draft of the HCP Calendar to the Office of the City Attorney, District Attorney and Office of the Public Defender two weeks prior to the HCP session.
D. The Office of the Public Defender will meet to "Counsel Clients" one week prior to the HCP session.
E. San Diego Superior Court will provide a final HCP Calendar to the Office of the City Attorney, District Attorney and Office of the Public Defender one week prior to the HCP session. This calendar is subject to updated information from the counseling session.
F. The Office of the Public Defender will provide verification of participant accomplishments in program activities to the prosecuting agency the Monday before each scheduled HCP session.
G. The HCP session will be on the third or fourth Wednesday (and the second in December) of each month at a designated location to conduct the HCP session

VII. Confidentiality:

All parties shall comply with state and federal laws and regulations with respect to maintaining the confidentiality of information shared under this MOU. Any

unauthorized release of confidential information acquired under this MOU shall be reported to all other parties immediately upon discovery.

VIII. Independent Contractor Status:

This MOU is by and between independent agencies and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

IX. Term:

This MOU shall become effective upon the date all of the parties have signed this MOU and shall remain in force and effect until either modified or terminated in accordance with its provisions.

X. MOU Amendment :

Upon mutual consent of all parties, this MOU is subject to further negotiation and revision as required to support the needs of the HCP. Any changes shall be in writing and signed by all parties herein or their duly appointed representatives authorized to act on their behalf.

XI. Termination for Convenience:

This MOU may be terminated by any party for any reason for convenience of such party, by giving thirty calendar days written notice to all other parties to this MOU.

XII. General Terms:

A. Non-Assignment: None of the rights, privileges, interests, immunities, duties or obligations created by this MOU is assignable by any of the parties.
B. Entire Agreement: This MOU constitutes the full and entire agreement and understandings between the parties and supersedes any and all prior understandings and agreements, oral or written, in effect at the time this MOU is executed.
C. Governing Law: This MOU will be deemed to have been made and will be governed, construed, interpreted and enforced pursuant to and in accordance with the laws of the State of California.
D. Third Party Beneficiaries Excluded: This MOU is intended solely for the benefit of the parties. Any benefit to any third party is incidental and does not confer on any third party to this MOU any rights whatsoever regarding the performance of this MOU. Any attempt to enforce provisions of this MOU by third parties is specifically prohibited.
E. Survival. The Confidentiality provision under Section III of this MOU shall survive any termination or expiration of this MOU. Parties will also be subject to any other sections of this MOU that by their nature may reasonably be presumed to survive any termination or expiration of this MOU.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms and conditions of this MOU on this ____ day of _____, 2009.

Signatures of Authorized Representatives:

Kenneth K. So, Presiding Judge San Diego Superior Court	5-12-09 Date
Bonnie M. Dumanis, District Attorney, County of San Diego	5-18-09 Date
Steven Carroll Public Defender, County of San Diego	5.8.09 Date
Jan Goldsmith City Attorney, City of San Diego	5-12-09 Date
Father Joe Carroll President, St. Vincent de Paul Village	5-11-09 Date
Phil Landis Chief Executive Officer, Veterans Village of San Diego	5/8/2009 Date
Donald Stump Executive Director, North County Lifeline, Inc.	Date

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms and conditions of this MOU on this ____ day of _____, 2009.

Signatures of Authorized Representatives:

_____	_____
Kenneth K. So, Presiding Judge San Diego Superior Court	Date
_____	_____
Bonnie M. Dumanis, District Attorney, County of San Diego	Date
_____	_____
Steven Carroll Public Defender, County of San Diego	Date
_____	_____
Jan Goldsmith City Attorney, City of San Diego	Date
_____	_____
Father Joe Carroll President, St. Vincent de Paul Village	Date
_____	_____
Phil Landis Chief Executive Officer, Veterans Village of San Diego	Date
_____	10/15/09
Donald Stump Executive Director, North County Lifeline, Inc.	Date