

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

553



**FROM:** Executive Office

**SUBMITTAL DATE:**  
February 11, 2013

**SUBJECT:** Contract for Services between the County of Riverside and the Superior Court of California, County of Riverside

**RECOMMENDED MOTION:** That the Board of Supervisors ratify and authorize the Chairman to sign all copies of the attached service agreement between the County of Riverside and the Superior Court of California, County of Riverside.

**BACKGROUND:** The Lockyer-Isenberg Trial Court Funding Act of 1997 (as Amended) provides a mechanism for the state to fund local trial court functions. The County entered into an initial contract for various services with the Court in 2001 to ensure that services to the citizens of Riverside County would continue uninterrupted.  
Continued

*Elizabeth J. Olson*  
Elizabeth J. Olson, Principal Management Analyst

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$N/A	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b> N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**  
**APPROVE**  
BY: *Christopher M. Hans*  
Christopher M. Hans  
**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *W. Victor*  
MARSHAL VICTOR  
DATE: 2/13/13  
Departmental Concurrence

Dept't Recomm.:  Consent  Policy   
Per Exec. Ofc.:  Consent  Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 26, 2013  
xc: E.O.

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

Prev. Agn. Ref.: 3.7 9/1/09 | District: all | Agenda Number:

That agreement was amended in 2004 and reauthorized in 2009. The attached agreement was developed by Court and County staff and reflects the current services provided by each. The process of coming to this agreement has been a long one due in part to continuing changes to pertinent areas of the law during negotiations. There are four substantive changes since the 2009 contract.

The first, made at the request of the Superior Court, is the separation of the court security agreement, previously Attachment A., from this agreement. Security services continue to be provided by the Sheriff, however the funding is sent directly to the County as part of the 2011 realignment of public safety. Changes to the law and definition of services have been part of an ongoing discussion so the Court requested the separation of the agreements. The Executive Office anticipates that a new agreement for Sheriff services will be brought to the Board in April.

The second change is that the Court no longer utilizes the County information technology system except for the analog telephones which are part of the Court's collection effort.

The third and fourth changes have already occurred and are now formalized in the agreement, specifically, the Court has returned administration and operation of Pre-Trial and Grand Jury services to the County. The County has always funded these services however with state reductions and a desire to eliminate all functions not mandated for superior courts, Pre-trial and Grand Jury functions have been fully returned to the County.

County Counsel participated in the development and review of this contract and has approved it as to form.

**CONTRACT FOR SERVICES  
THE COUNTY OF RIVERSIDE AND  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

This Contract for Services ("**Agreement**") is made and entered into between the Superior Court of California, County of Riverside ("**Court**") and the County of Riverside ("**County**") (individually, "**Party**" and collectively, "**Parties**"). Pursuant to *California Government Code* § 77212, the Parties desire to continue to receive and provide the specific services enumerated herein. This Agreement replaces and supersedes the Contract for Services between the Court and County effective September 2009 ("**2009 Contract**"). NOW THEREFORE, the parties agree as follows:

**ARTICLE 1  
TERM AND EFFECTIVE DATE OF AGREEMENT**

1.0 TERM AND EFFECTIVE DATE

This Agreement shall become effective on September 1, 2012, and shall remain in effect through June 30, 2014, unless terminated or modified according to the provisions stated herein.

**ARTICLE 2  
TERMINATION**

2.0 TERMINATION

Unless otherwise specifically provided herein, this Agreement may be terminated in whole or in part by either Party, at any time and for any reason, upon 120 days written notice of termination to the other Party.

2.1 EFFECTIVE DATE OF TERMINATION

Upon a Party's timely delivery of such written notice of termination, each Party's obligation(s) as specified in the written notice shall terminate as of the first day of the succeeding fiscal year in which the written notice is given (*California Government Code* § 77212 (b) and (c)).

**ARTICLE 3  
COST OF COUNTY SERVICES**

3.0 COST OF SERVICE

Unless otherwise stated in the Agreement, County services shall be provided to the Court at rates not to exceed the costs of providing similar services to County departments or special districts.

**ARTICLE 4  
PAYMENT FOR SERVICES**

4.0 COMPENSATION

In consideration of services provided by the Parties hereto, payments shall be made as specifically stated in this Agreement.

4.1 INDIRECT OR OVERHEAD COST RATES

The amount of the Indirect or Overhead Cost Rate ("**ICR**") relative to the services provided under this Agreement shall be disclosed to the other party as provided in *California Government Code* § 77212(d). This amount shall exclude items that are not allowable Court operations costs as defined in *California Rule of Court* 10.810. The County rates for services are recalculated annually and approved by the Board of Supervisors. County charges will reflect only those actual costs incurred by the County for provision of the services, and billing will be accompanied by sufficient detail to confirm the validity of the charges. The Parties will cooperate with each other in clarifying any billing issues.

4.2 PARTIES' DISPUTES FOR PAYMENT OF SERVICES

Parties agree that if there is a dispute regarding payment of services, the parties shall continue to

provide the service and continue to make payment(s) for the non-disputed portion(s) of services of each invoice.

## **ARTICLE 5 SUBMISSION OF INVOICES**

- 5.0 When submitting invoices to the Court for payment, the County will identify the specific service and itemize costs associated with the service rendered. All invoices shall be accompanied by sufficient expenditure detail to confirm the validity of the cost.
- 5.1 Unless otherwise stated, the County shall submit invoices for services from the prior month, by the 15th day of each month, to the Court's Fiscal Services Unit located at the Historic Courthouse – 3rd Floor, 4050 Main Street, Riverside, CA 92501 (County Mail Stop #2363). If the 15th day falls on a Saturday, Sunday or Court holiday, the voucher shall be submitted on the next business day.
- 5.2 Invoices and purchase orders submitted by either Party shall not be considered an Amendment to the Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

## **ARTICLE 6 HUMAN RESOURCES**

- 6.0 **EMPLOYMENT AND HISTORICAL RECORDS**  
The County shall provide the Court with view capability ("**inquiry access only**") to all systems, files, and databases containing Human Resources, employment, payroll, and historical data relating to trial Court employees and the Court, including, but not limited to OASIS/PEOPLE SOFT, ALPHA, and any other system where such information may be stored. The County will not charge the Court for providing this capability.
- 6.1 **TRIAL COURT EMPLOYEE**  
The definition of a "trial court employee" shall be that definition found in *California Government Code* § 71601 (l) and (m), as may be amended from time to time.

## **ARTICLE 7 REVENUE COLLECTION AND ENHANCED COLLECTIONS**

- 7.0 **REVENUE SHARING**  
The following revenues related to Court Operations will be distributed as follows:
  - a. **REALIGNMENT REVENUE**  
Consists of the following revenues: state penalties (*California Penal Code* § 1464), county criminal fines (*California Penal Code* § 1463.001), county traffic fines (*California Penal Code* § 1463.001), and traffic school (*California Vehicle Code* §§ 42007, 42007.1). The target goal identified by mutual agreement of the County and Court shall be \$13,328,445, as specified in *California Government Code* § 77201(b)(2) as the County's Maintenance of Effort. All such revenue collected beyond this amount that is retained locally will be split evenly between the County and Court.
  - b. **NON-REALIGNMENT REVENUE**  
Consists of the following revenues: proof of correction fees, county traffic (25%), health and safety, traffic school fines (23%), criminal (25%), small claims fees, and civil/family law fees. The target goal identified by mutual agreement of the County and Court shall be \$6,100,000. All revenue collected beyond this amount will be split evenly between the County and Court.
  - c. **STATUTORY REVENUE**  
All revenue related to costs incurred by either the Court or County shall be retained in accordance with statute.
  - d. **OTHER REVENUE, REIMBURSEMENTS, COSTS**

All other fines/fees/forfeitures/penalties/assessments not specified in this Agreement, shall be distributed in accordance with *California Government Code* §§ 68085 and 68085.5 and all other applicable statutes. In the absence of statutory authority, reimbursement monies shall be distributed to the entity performing the function or incurring the cost.

#### 7.1 ENHANCED COLLECTIONS

a. The Parties' respective obligations are as follows:

- (1) Commencing on or about July of 1995, the Court implemented and managed a comprehensive program to collect delinquent fees, fines, forfeitures, penalties, and assessments on behalf of the County. Pursuant to *California Penal Code* § 1463.010(b), the Parties shall maintain the collection program that was in place on January 1, 1996. Accordingly, the Court shall continue to manage the Enhanced Collection Division ("ECD") as set forth in *California Penal Code* § 1463.007.
- (2) The County shall provide office space for ECD through a lease arrangement paid for by collections pursuant to *California Penal Code* § 1463.007.
- (3) The Court shall continue to manage/operate ECD in accordance with *California Penal Code* §§ 1463.007 and 1463.010, in a manner to maximize revenue.
- (4) The Court shall operate ECD within the budget established for the each fiscal year.
- (5) The Court shall develop and implement reporting tools to obtain data normally utilized in collections programs to measure the efficiency and effectiveness of collection efforts.
- (6) The Court shall maintain adequate records for collection and distribution of all fines, fees, forfeitures, penalties, and assessments under this Agreement, and shall permit inspection of Court's records that relate to the collection and distribution of all fines, fees, forfeitures, penalties, and assessments under this Agreement and as allowed by law.
- (7) The Parties shall establish a joint committee ("**committee**") consisting of the County's Executive Office and ECD to maximize collections efforts based on the standards provided by the AOC in accordance with *California Penal Code* § 1463.007.
- (8) The Court shall submit an annual joint report ("**report**"), created by the committee to the AOC measuring the effectiveness and efficiency of the collections program. The County shall work and cooperate with the Court to ensure the report is submitted to the AOC within a reasonable time.
- (9) The Parties have worked together and developed Court Administrative Policy Memorandum Financial Services - #A.10.29 for discharging un-collectible cases from accountability.

b. PROGRAM COSTS

- (1) PROGRAM COST RECOVERY  
The cost of operating the ECD shall be reimbursed from appropriate fines, fees, forfeitures, penalties and assessments collected as set forth in Penal Code §1463.007.
- (2) COURT MANAGEMENT COSTS  
The Court will charge the ECD budget the ICR as stated in Article 4.1.
- (3) COLLECTIONS FOR OTHER COUNTY DEPARTMENTS AND SPECIAL DISTRICTS  
As further prescribed by *California Penal Code* § 1463.007, the County agrees to reimburse the Court for actual costs related to the performance of collections for other County Departments and Special Districts, including but not limited to Probation, District Attorney, and Public Defender.

### ARTICLE 8

#### RIVERSIDE COUNTY INFORMATION TECHNOLOGY ("RCIT")

#### 8.0 SCOPE OF SERVICES

The County, through RCIT, agrees to provide:

- a. Training services when requested.
- b. Analog telephone lines for the Enhanced Collections System predictive dialer.
- c. Data network services relating to the single connection between the Court network and County network.

**ARTICLE 9  
MAIL AND MESSENGER SERVICE**

**9.0 SCOPE OF SERVICES**

County shall provide the following mail and messenger services to the Court:

- a. Daily pickup and delivery of County/Court interoffice mail.
- b. Apply postage to outgoing United States Postal Service ("U.S.") mail.
- c. Utilize Next day air shipment and carton shipments, if requested by Court.
- d. Deposit all Court mail, picked up by Central Mail, in U.S. Mail the same day.

**9.1 COST OF SERVICE**

- a. The costs of the County's services shall be in accordance with Article 3.0 and includes, but not limited to the following:
  - (1) The cost of mailing and messenger services including all regular services consisting of daily pickup and delivery of interoffice mail and transfer of Court files between divisions.
  - (2) County approved postage/services rates. Postage/service rates shall be provided to the Court at a rate not to exceed the cost of providing postage/services to County departments or special districts.
  - (3) Services other than regular services.

**ARTICLE 10  
OASIS SERVICES**

**10.0 SCOPE OF SERVICES**

County agrees to permit the Court to utilize the Online Administrative Services Information System ("OASIS") to obtain court-relative information maintained on OASIS. The County will provide the Court with inquiry access only to OASIS. There will be no charge to the Court for this service.

**ARTICLE 11  
SHERIFF SERVICES**

- 11.0 a. The provision of Court security services by the Riverside County Sheriff's Department ("Sheriff") shall be pursuant to the terms and conditions set forth in a separate MOU between the parties.
- b. The provision of California Law Enforcement Telecommunications System ("CLETS") services by the Sheriff's Department shall be pursuant to the terms and conditions set forth in the separate MOU for services by the Sheriff.

**ARTICLE 12  
COLLECTIONS BANK ACCOUNT**

**12.0 ESTABLISHING ACCOUNT**

As stated in the October 2, 2006, Memorandum of Understanding Between the Court and the County for Collections Bank Account for Criminal Fines, Penalties and Forfeitures, as authorized by *California Government Code* § 68085.9, attached hereto as Attachment A and incorporated herein, the Parties hereto agree that the Court will deposit into a bank account, which has been established by the Administrative Office of the Courts ("AOC") and which is separate from the County treasury, all criminal money received by the Court and would otherwise be required by law to be deposited into the County treasury or with the County treasurer ("County Money"), such funds to exclude local Court

reimbursements per applicable statutes, rules or regulation. County money includes, but is not limited to, money pursuant to *California Government Code* §§ 24353, 68085, 68086.1, and 68101 and *California Penal Code* § 1463.001. Money collected pursuant to *California Government Code* § 68085.1 shall be deposited as provided in that section. The separate bank account has been approved by the Court and the AOC in accordance with *California Government Code* § 68085.9. (*California Government Code* § 68085.9)

### **ARTICLE 13 ADDITIONAL SERVICES TO BE PERFORMED**

- 13.1 **CALCULATION AND DISTRIBUTION OF COURT ORDERED COLLECTIONS**  
All costs for accounting services, not previously enumerated herein, which are incurred by the Court in connection with the calculation and/or distribution of sums owed to the County and/or collected by the Court on behalf of the County, remain the responsibility of the County. The County shall, upon disclosure of such services and costs therefore by Court to County, and agreement by County as to responsibility for such costs, reimburse the Court for the costs of such accounting services, including therein the costs associated with the use of Court software required to perform said services. The Court will charge the County the actual costs and ICR incurred in the performance of said services. Costs under this Article may be revised upon mutual consent of the parties.
- 13.2 **BUDGET DEVELOPMENT, MAINTENANCE & ACCOUNTING  
BUDGET ADMINISTRATION**
- a. On behalf of the County, the Court provides services statutorily required by the County, and develops and administers the budgets and oversees some county-funded services. Unless otherwise provided in this Agreement, the County agrees to reimburse the Court for performing such services, not to exceed the actual costs of such performance. The Court and County shall mutually agree upon these rates, which shall be documented in a letter signed by the Parties authorized to receive notice set forth in 14.3, or their designee. The Parties shall review the rates annually to ensure the rates reflect actual costs.
  - b. **COST REMITTANCE**  
The County agrees to remit to the Court 1/12th of the approved budgets for any other unallowable costs pursuant to *California Rule of Court* 10.810 by the 5th day of each month to cover the expenditures for that month.
- 13.3 **NEW FEES AND FINES**  
If the Court or County becomes aware of fees and fines that are applicable to the County, each shall take reasonable steps to notify the other agency.
- 13.4 **PERIMETER SECURITY SERVICES**  
Court receives an annual budget from the AOC for private perimeter security services. Court shall bill each Riverside County department that occupies space within each courthouse for each County department's pro-rated share of costs on a quarterly basis. Costs shall be based on the current square footage for each County department that occupies space in each courthouse (*California Government Code* § 69927(a)(3)). The County departments and the current corresponding square footage are set forth in Attachment B COURT FACILITIES – COUNTY OCCUPIED SPACE.

### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

- 14.0 **INDEMNIFICATION**  
Each Party shall indemnify and hold harmless and defend the other Party, its officers, agents and employees, from any and all liability, damage, cost or expense, including reasonable attorneys' fees which any Party shall become obligated to pay by reason of any claim, lawsuit or judgment on account of any liability whatsoever, including injury to property or injury or death to person received or suffered as a result of any act or omission of the Party arising out of or in any way connected to the operation of this Agreement.

**14.1 ADMINISTRATION**

The Executive Officer of the County or designee shall administer this Agreement on behalf of the County. The Court Executive Officer or designee shall administer this Agreement on behalf of the Court.

**14.2 ASSIGNMENT**

This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other Party.

**14.3 NOTICES**

Any notices required or permitted hereunder shall be in writing and may be personally delivered; or by mail by depositing such notice in the United States mail, first class postage prepaid; or by reputable overnight delivery service (such as United States Mail, Federal Express, UPS or DHL); addressed as follows or to such other place as each Party may designate by subsequent written notice to each other:

**Court:**

Court Executive Office  
Superior Court of California,  
County of Riverside  
4050 Main Street  
Riverside, CA 92501  
Attn: Court Executive Officer

**County:**

County Executive Office  
County Administrative Center  
4080 Lemon Street, 4th Floor  
Riverside, CA 92501  
Attn: County Executive Officer

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier for the next business day delivery.

**14.4 TIME OF PERFORMANCE**

Unless stated otherwise, all references to days shall be calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or Court holiday, payment shall be made or act performed on the next succeeding day.

**14.5 COMPLETE AGREEMENT**

This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement supersedes any prior understandings between the Parties, whether oral or written.

**14.6 WAIVER**

Any waiver by either Party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

**14.7 APPROVAL/RATIFICATION**

This Agreement must be approved and/or ratified by the Court and the Board of Supervisors for Riverside County, on behalf of the County. This Agreement shall be binding upon the successors of the Superior Court Presiding Judge, the Court Executive Officer, the County Executive Officer, and the members of the County Board of Supervisors. The Parties hereto, by their due execution of this Agreement, represent to every other Party that they have reviewed each term of this Agreement with their counsel or have had the opportunity for such review with their counsel, and that no Parties shall deny the validity of this Agreement on the grounds that the Party did not have advice of counsel. Each Party had the opportunity to receive legal advice with respect to the advisability of this Agreement. Each Party had the opportunity to participate in the drafting and preparation of this Agreement. Any construction to be made in this Agreement of any of its terms or provisions shall not be construed against any one Party.



14.8 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

14.9 TIME OF THE ESSENCE

Time is of the essence in the performance of the services listed in the Agreement.

14.10 SEVERABILITY

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or against public policy, the Parties shall use their best efforts to negotiate and implement amendments to this Agreement that are necessary to and consistent with the purpose of this Agreement and the intent of the parties.

14.11 GOVERNING LAW

This Agreement and its construction and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California applicable to agreements both entered into and to be performed in California.

14.12 RIGHT TO AUDIT

- a. Each Party shall provide the other Party with at least thirty (30) days written notice prior to any audit, review or inspection.
- b. Each Party will provide to the other Party, to any federal or state entity with monitoring or reviewing authority, or to a Party's representative, access to and the right to examine and audit all records and documents related to the performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules and regulations. Each Party shall ensure all documentation and other evidence pertaining to costs and expenses incurred under this Agreement are maintained in accordance with each Party's internal policies and in accordance with state and federal law.
- c. Audits may include onsite or offsite fiscal and/or management review, but shall be limited to the Court or County department(s)/division(s) identified in this Agreement for which there is legal or agreed upon authority to audit. The Parties agree that no more than one (1) audit or review may be performed each fiscal year or more than once in a 12-month period by the Court or County department(s)/division(s) identified in this Agreement.
- d. The costs of an audit shall be the responsibility of the Party requesting the audit.

14.13 DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by this Agreement, and not resolved by negotiations, may be resolved by mutual consent of both Parties in non-binding mediation ("**mediation**") in the City of Riverside, California. The Parties further agree their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute. If a dispute between the Parties regarding the interpretation or performance of this Agreement is not resolved by mediation, either Party may bring legal action to interpret and enforce this Agreement. Parties agree that until such dispute is resolved, the Parties shall continue to provide the services and continue to make payment(s) for the non-disputed portion(s) of services of each invoice. The following process shall be followed: Both Parties will select representative(s) from their staff to attend the mediation. The Party seeking mediation shall give written notice to the other Party of its desire to commence mediation. A mediation session shall take place within sixty (60) business days from the date notice was given. The Parties shall appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation. If mediation is unsuccessful, Parties agree to a subsequent mediation under the same principles stated above between the Superior Court Presiding Judge, the Court Executive Officer, and the County Executive Officer.

**14.14 ATTORNEY FEES**

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such Party may be entitled.

**14.15 CONFLICTS OF INTEREST**

The Parties and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

**14.16 LIMITATION OF LIABILITY**

Waiver of per capita risk allocation (California Government Code § 895.6) The Parties waive the per capita risk allocation set forth in *California Government Code § 895.6*. Instead, the Parties agree if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, the Parties' respective pro rata shares in satisfaction of the judgment will be determined by applying the principles of comparative fault.

**14.17 MODIFICATION/AMENDMENT**

No modification or change to this Agreement will be valid without written approval from the other Party, in the form of an Amendment.

**14.18 FURTHER ASSURANCES**

Each Party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all other instruments and documents, and to take all actions that may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this Agreement.

**14.19 BINDING EFFECT**

This Agreement shall be binding upon successors and assigns of Court and County.

**14.20 INDEPENDENT CONTRACTOR**

County, with its departments as its agents, shall perform this Agreement as an independent contractor, exercising due care and providing the services with such skill that is customary for providers of such services. County and the officers, agents and employees of County, are not, and shall not be deemed, Court employees for any purpose, including Workers' Compensation and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County by this Agreement shall be performed.

**14.21 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

County and Court certify that the individual(s) signing below on behalf of the Party has authority to execute this Agreement on behalf of the Party and may legally bind the party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in Riverside, California.

COUNTY OF RIVERSIDE

By: John J. Benoit  
Name: John Benoit  
Chairman, Board of Supervisors

Dated: FEB 26 2013

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By: Kecia Harper-Ihem  
Deputy

Dated: FEB 26 2013

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

By: Mark A. Cope  
Honorable Mark A. Cope  
Presiding Judge

Dated: 1-30-13

By: Sherri R. Carter  
Sherri R. Carter  
Court Executive Officer

Dated: 1-29-13

FORM APPROVED COUNTY COUNSEL  
BY: Marshall Victor 2/13/13  
MARSHAL L. VICTOR DATE

ATTACHMENT A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE,  
AND  
THE COUNTY OF RIVERSIDE

**COLLECTIONS BANK ACCOUNT FOR  
CRIMINAL FINES, PENALTIES, AND FORFEITURES**

**Bank Account Authorization**

As authorized by California Government Code section 68085.9, the parties agree that the Court will deposit into a bank account, which has been established by the Administrative Office of the Courts (AOC) and which is separate from the County treasury, all criminal money that is received by the Court and would otherwise be 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, money to which Sections 24353, 68085, 68085.5, and 68101 of the Government Code and Section 1463.001 of the Penal Code apply. Money collected pursuant to Government Code section 68085.1 shall be deposited as provided in that section. The separate bank account has been approved by the County and the Administrative Director of the Courts in accordance with Government Code section 68085.9.

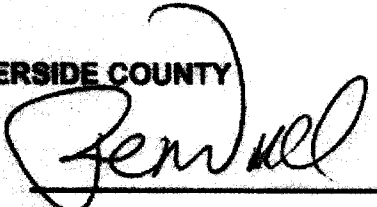
Effective Date: October 2, 2006

**RIVERSIDE COUNTY**

By

Title

Date

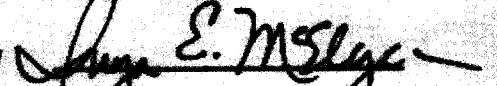
  
TREASURER  
9/19/2006

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF RIVERSIDE**

By

Title

Date

  
Court Executive Officer  
9/25/06

**ATTACHMENT B**

**COURT FACILITIES – COUNTY OCCUPIED SPACE**

	ASSESSOR'S OFFICE	COUNTY COUNSEL	DISTRICT ATTORNEY	LAW LIBRARY	PROBATION	PUBLIC DEFENDER
BANNING			1,387		2,872	99
LARSON JUSTICE CENTER				6,415		
PALM SPRINGS	9,571				4,354	
RIVERSIDE JUVENILE		2,164	5,782			3,182
SOUTHWEST JUSTICE CENTER		5,843	18,427		4,012	10,787