

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



ITEM: 3.5
(ID # 14494)

MEETING DATE:
Tuesday, February 09, 2021

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Ratify and Approve Contract for Services with the Superior Court of California to provide certain services on behalf of the County of Riverside including but not limited to collection services for criminal fees, fines, and forfeitures effective July 1, 2020 through June 30, 2025, All Districts. [Total Cost \$2,467,640 - General Fund 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairperson to sign all copies of the attached service agreement between the County of Riverside and the Superior Court of California, County of Riverside to provide certain services on behalf of the County of Riverside including but not limited to collection services for criminal fees, fines, and forfeitures effective July 1, 2020 through June 30, 2025.

ACTION: Policy

Jeff Van Wagenen, Assistant CEO / Public Safety 2/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 9, 2021
xc: E.O.

Kecia R. Harper
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	\$ 493,528	\$ 493,528	\$ 2,467,640	\$0
NET COUNTY COST	\$ 493,528	\$ 493,528	\$ 2,467,640	\$0
SOURCE OF FUNDS: General Fund			Budget Adjustment:	No
			For Fiscal Year:	20/21 to 24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Lockyer-Isenberg Trial Court Funding Act of 1997 provided a mechanism for the state to fund local trial court functions. Under the rules of "trial court funding", certain cost including the costs associated with the collection division are considered the County costs. The Court manages a comprehensive program to collect delinquent court-ordered debt on behalf of the county, provides collection services for criminal fees, fines, and forfeitures, calculates and remits interest accrued on fines and fees and administer non-legal indigent defense expenses on capital cases on behalf of the county. The county reimburses the Superior Court for services and pays a portion of judicial benefits for judges hired before August 1, 2003.

In 2001 the County entered into a contract with the Court to ensure that services to the citizens of Riverside County would continue uninterrupted. In June 2014, the County and the Superior Court entered into a new agreement due to significant changes to the services provided by both parties. The agreement was amended in 2017 and subsequently amended in 2018 to extend the agreement terms for three years and update the percentages and dollar amounts relating to the collection of fines, assessments, penalties, and accrued interest. At the recommendation of County Counsel, the Executive Office worked with the Courts to consolidate previous agreements and amendments into a new agreement.

County and court staff work cooperatively and continue to meet regarding collections, dispute resolution and any other issues of mutual interest. The budgeted amount of reimbursement has been unchanged for three fiscal years as the increase in the cost of staffing and automation is offset by the decrease in the cost of judicial benefits as judges retire.

Impact on Residents and Businesses

Defined relationships between the county and the court facilitates citizen access to information and services from both entities.

Additional Fiscal Information

The agreement and Form 11 presented February 27, 2018 had \$493,528 per year cost.

Contract History and Price Reasonableness

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

On September 1, 2009 (M.O. 3.7) the County entered into an initial contract with the Superior Court.

On February 26, 2013 (M.O. 3.10) the agreement between the County and the Superior Court was amended.

On August 20, 2013 (M.O. 3.12) the MOU with the Superior Court was approved by the board.

On June 17, 2014 (M.O. 3.7) the County entered into a service agreement with the Superior Court to clarify the terms of services.

On March 14, 2017 (M.O. 3.7) the agreement between the County and the Superior Court was amended.

On February 27, 2018 (M.O. 3.7) the agreement between the County and the Superior Court was amended.

ATTACHMENTS:

ATTACHMENT A. Contract for Services between the County of Riverside and the Superior Court of California, County of Riverside


Cheryl Williams

2/2/2021


Gregory L. Priamos, Director County Counsel

2/2/2021

**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. NOW THEREFORE, the Parties agree as follows:

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

- 1.0 **TERM AND EFFECTIVE DATE**
This Agreement shall be effective July 1, 2020, through June 30, 2025. If the Parties do not have a new agreement in place prior to the expiration of this Agreement, the terms and conditions of this agreement shall continue to govern the Parties' relationship until a new agreement is in place.

**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. Prior to exercising the right to terminate this Agreement, the Party seeking termination shall first engage in the dispute resolution procedures set forth in Article 14.12 below.
- 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 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. 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. Similarly, Court services provided to the County shall reflect actual costs incurred by the Court and will be recalculated annually. Billing will be accompanied by sufficient detail to confirm the validity of the charges by either party. The Parties will cooperate with each other in clarifying any billing issues.

**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).
- 4.2 **PARTIES' DISPUTE 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 either Party submits invoices to the other Party for payment, the invoicing Party will identify the specific

service and itemize costs associated with the service rendered. All invoices shall be accompanied by sufficient detail to confirm the validity of the cost.

- 5.1 Unless otherwise stated, the County shall submit invoices for services, preferably by email to Invoices@riverside.courts.ca.gov by the 15th day of each month, or to the Court's Fiscal Services Unit (mailing address: Historic Courthouse, 4050 Main Street, 3rd Floor, Riverside, CA 92501, County Mail Stop #2363). If the 15th day falls on a Saturday, Sunday, or Court holiday, the invoice / 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 relating to the subject matter hereof, whether oral or written, 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 SHARING AND ENHANCED COLLECTIONS**

- 7.0 **REVENUE SHARING**
The following revenues related to Court Operations shall be distributed as follows:
 - a. **REALIGNMENT REVENUE**
Consists of the following revenues:

Description	Statute
Fee for Recording / Indexing Documents (100% of Collections)	California Government Code § 27361(b)
Additional Parking Penalty: \$1 of each \$2.50 to County General Fund (100% of Collections)	California Government Code § 76000(c)
Base Fines / Forfeitures (Other than Parking) (75% of Base Fine Collections Resulting from County Arrests and 75% of County Percentage of Base Fine Collections Resulting from City Arrests)	California Penal Code § 1463.001
\$25 Administrative Screening Fee (100% of Collections)	California Penal Code § 1463.07
\$10 Citation Processing Fee (100% of Collections)	California Penal Code § 1463.07
State Penalty Assessments (County's Portion Only or 30% of Collections)	California Penal Code § 1464(a)
Traffic Violator School – Balance of Fee (77% of Collections)	California Vehicle Code § 42007
Traffic Violator School - \$49 Additional Fee (49% of Collections)	California Vehicle Code § 42007.1

The target goal of revenue collections identified by mutual agreement of the County and Court shall be \$13,328,445. 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:

Description	Statute
Base Fines / Forfeitures (Other than Parking) (25% of Collections)	California Penal Code §1463.001
Health and Safety Fee (25% of Collections)	California Health and Safety Code §11502
Proof of Corrections (33% of Collections)	California Vehicle Code § 40611
Traffic Violator School (23% of Collections)	California Vehicle Code § 42007

The target goal of revenue collections identified by mutual agreement of the County and the Court shall be \$6, 100,000. All such revenue collected beyond this amount will be split evenly between the County and Court.

- c. **ALL OTHER REVENUE**
 All other revenue collected by the Court shall be distributed pursuant to statute. In the absence of statutory authority, reimbursement monies will be distributed to the entity 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 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 representatives from the County's Executive Office and representatives from ECD to maximize collections efforts based on the standards provided by the Judicial Council of California ("JCC") in accordance with California Penal Code § 1463.007.
 - (8) The Court shall submit an annual joint report ("**report**"), approved by the committee to the JCC that measures 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 JCC within a reasonable time.
 - (9) The Parties have jointly developed a Court Administrative Policy Memorandum 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 California 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 **COPE OF SERVICES**
The County, through RCIT, agrees to provide 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 in 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 FOR CRIMINAL FINES, PENALTIES AND
FORFEITURES AND ALLOCATION OF EARNED INTEREST**

- 12.0 **COLLECTIONS BANK ACCOUNT**
As authorized by California Government Code § 68085.9, and incorporated herein, the Parties hereto agree that the Court will deposit into a bank account, which has been established by the JCC and which is separate from the County Treasury, all criminal money received by the Court that would otherwise be required by law to be deposited into the County Treasury or with the County Treasurer ("County Money").

- 12.1 **INTEREST**
Interest accrued on deposits shall be apportioned in the following manner: 65% to the County and 35% to

the Court. This split is based on the average amount of criminal (County Money) and civil (Court Money) collections collected and distributed for Fiscal Years 2015-16 through 2019-20.

Prior to every agreement renewal, the Court will recalculate average collections of the fiscal years covered in the expiring contract and adjust interest apportionment accordingly. That apportionment shall stay in effect until the next renewal of the Agreement.

12.2 PAYMENT TO COUNTY

Monthly interest from the prior month and any cost transfers will be made by electronic fund transfer by the 15th day of each month.

**ARTICLE 13
SERVICES PROVIDED BY COURT**

13.0 AGREED UPON SERVICES

On behalf of the County, the Court provides some services statutorily required by the County. 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 Parties shall review the rates annually to ensure the rates reflect actual costs.

13.1 DISTRIBUTION OF COURT-ORDERED COLLECTIONS

All costs for services 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 by Court to County, and agreement by County as to responsibility for such costs, reimburse the Court for the costs of such services, including therein staffing, banking, and administrative costs and the use of Court software required to perform said services. Staffing and operating expenses incurred by the Court associated with the monthly distribution of collections shall be apportioned to the Court and the County in the same manner as noted in Section 12.1 of this Agreement.

Effective July 1, 2020, the County will reimburse the Court 1/12th of the annual amount by the 5th day of each month to cover the expenditures for that month.

13.2 PERIMETER SECURITY FOR COUNTY DEPARTMENTS IN COURT FACILITIES

Court receives an annual budget from the JCC for private perimeter security services in Court facilities. Court shall bill on a quarterly basis each Riverside County department that occupies space within each courthouse for each County department's pro-rated share of costs. Costs shall be based on the current square footage for each County department that occupies space in each courthouse (Superior Court Security Act). The County departments and the current corresponding square footage are set forth in Attachment A COURT FACILITIES – COUNTY OCCUPIED SPACE.

**ARTICLE 14
MISCELLANEOUS PROVISIONS**

14.0 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.

14.1 ASSIGNMENT

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

14.2 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.

- 14.3 **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.
- 14.4 **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.
- 14.5 **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.
- 14.6 **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.
- 14.7 **COUNTERPARTS**
This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.
- 14.8 **TIME OF THE ESSENCE**
Time is of the essence in the performance of the services listed in the Agreement.
- 14.9 **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.
- 14.10 **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.

14.11 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.

14.12 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.

14.13 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.

14.14 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.

14.15 LIMITATION OF LIABILITY

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.

14.16 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.

14.17 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.

14.18 BINDING EFFECT

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

14.19 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.

14.20 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.

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

By: W. Samuel Hamrick, Jr. 1/28/21 Dated
W. Samuel Hamrick, Jr.
Court Executive Officer

COUNTY OF RIVERSIDE

By: Karen S. Spiegel
Karen Spiegel
Chairperson, Board of Supervisors Dated

ATTEST:

Kecia R. Harper, Clerk of the Board

By: [Signature] Dated 2/09/21
Deputy

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE _____

**Attachment A
Court Facilities – County Occupied Space**

Location	County Counsel	District Attorney	DPSS	Mental Health	Probation	Public Defender
Palm Springs					4,354	
Riverside Juvenile	2,164	5,782		63		3,182
Southwest Justice Center	2,609	18,427	4,554		4,012	10,945