

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
AND
THE COUNTY OF SAN MATEO**

This Memorandum of Understanding (“MOU”) is between the Superior Court of California, County of San Mateo (“Court”) and the County of San Mateo (“County”) (individually, a “Party”; collectively, the “Parties”).

BACKGROUND

1. Effective January 1, 1998, the Lockyer-Isenberg Trial Court Funding Act of 1997 relieved counties from their responsibility to fund trial court operations, as defined in Government Code Section 77003 and California Rule of Court (CRC), rule 10.810 (“Trial Court Operations”) and the State of California assumed responsibility for funding of Trial Court Operations.
2. Under Government Code Section 77212(a), during the 1997-1998 fiscal year, the County was required to continue to provide and Court was required to continue to use, County services provided to Court on July 1, 1997.
3. Under Government Code Sections 77212(b) and (c), the Court and County have the right to terminate the above-mentioned services, starting on July 1, 1998, provided the County cooperates with the Court to ensure that a vital service is available from another entity that provides the service.
4. On February 15, 2000, the Court and County entered into a Memorandum of Agreement (MOA) that: 1) set forth the terms and conditions under which County would provide certain services to the Court; and 2) addressed the Parties’ new and shared responsibilities in the aftermath of the Lockyer-Isenberg Trial Court Funding Act of 1997.
5. On February 3, 2011, the Court and County entered into a Memorandum of Understanding (MOU) that: 1) set forth the terms and conditions under which County would continue to provide certain services to the Court; and 2) addressed the Parties’ continued shared responsibilities.
6. County is willing and able to provide certain services to Court, and Court agrees to pay for said services.
7. Because of developments and changes in the Parties’ relationship and responsibilities since the MOU was executed, the Parties want to enter into a new Memorandum of Understanding that will supersede and replace the February 2011 MOU.
8. The Parties understand that the purpose of this Memorandum is to set forth certain

matters that are not specifically delineated in statute and the CRC and that if there is an inconsistency between state law, the CRC and this Memorandum, state law and the Rules of Court will govern.

The Parties agree to the following:

1. COUNTY PROVIDED SERVICES TO COURT

1.1 Scope of Services. County will provide services related to the support of Trial Court Operations (“**Services**”) to Court. The Services include, but are not limited to, the following:

- (a) security services by the County’s Sheriff’s Office, as described in Section 1.3;
- (b) computer and other data information system support provided by the County’s Information Services Department;
- (c) custodial maintenance services provided by the County’s Public Works Department as currently provided at the jointly occupied facilities at the Hall of Justice at 400 County Center, Redwood City, the Youth Services Center at 222 Paul Scannell Drive, San Mateo, and the Court’s Northern Branch facility at 500 No. Mission Road, South San Francisco, as provided for in the separate Service Level Agreement (SLA) between the Court and the County’s Public Works Department;
- (d) motor vehicle services provided by the County’s Public Works Department;
- (e) human resources services, including but not limited to recruitment, bargaining and negotiation, affirmative action, employee benefits, training, and other related services provided by the County’s Human Resources Department;
- (f) payroll and other related services provided by the County’s Controller’s Office;
- (g) court collections on uncollected accounts, including but not limited to civil assessments, by the County’s Revenue Services Department as described in Section 7;
- (h) trust fund related services provided by the offices of the County’s Treasurer –Tax Collector and Controller;
- (i) non-litigation legal services provided by County Counsel’s Office;
- (j) Court appointed counsel in juvenile court dependency proceedings and counsel appointed by the Court to represent a minor pursuant to Chapter 10 (commencing with Section 3150) of Part 2 of Division 8 of the Family Code;
- (k) mail processing and interoffice (PONY) mail provided through the County Manager’s

office; and

- (l) Competency determination evaluation services of misdemeanor defendants provided by the County's Health System as required under California statutes and as described in Section 1.4. Furthermore, commencing fiscal year 2010-2011 the County shall pay 50% of the costs of evaluations and related administrative costs that the Court is required to pay under CRC, Rule 10.810 for misdemeanor forensic evaluations and commencing fiscal year 2011-2012 and thereafter, the Court shall pay 100% of such costs. Costs associated with other statutorily required evaluations and reports that are not allowable costs under State law and CRC, Rule 10.810 will not be paid by the Court.
- (m) Funding for one Court Commissioner position for a three-year period from July 1, 2014 through June 30, 2017 as set forth in the San Mateo County Board of Supervisors' Resolution number 073221 adopted on June 17, 2014 (see section 10 below).
- (n) other services as may be mutually agreed upon in writing.

1.2 Service Level Agreements. The Court has entered or will enter into a service level agreement (a "SLA") with the appropriate County office/department to establish the exact services to be provided for those services that are listed in Section 1.1 above. Until the parties enter into a SLA or amend an existing one, the County will maintain the level and type of services being rendered to the Court at the time this MOU is executed. The County Manager, or his designee, has the authority to execute a SLA on behalf of the County provided the SLA is approved as to form by County Counsel. If there is a discrepancy between the terms of a SLA and the terms of this MOU, the term of the SLA will prevail, provided the SLA was executed on a date after this MOU is executed. If the SLA was executed on a date prior to the execution of this MOU, the terms of this MOU will prevail.

1.3 Security. Both parties recognize that judicial and perimeter security exists in Court occupied and jointly occupied facilities at the request of the Court. Each year the Sheriff's Office will review and recommend to the Court and County necessary or appropriate changes in the security equipment or other security measures for any of the Court facilities. The Court and County will mutually determine what security measures are to be implemented and the allocation of the costs for such measures. There are certain security costs which are annually fixed regardless of daily need and certain security costs, such as contracted private security services, which are more flexible. For those days, other than State holidays, when the Court is closed but the jointly occupied facilities remain open to the public, the Court and County shall meet, confer, and agree on the cost allocation of the impact of the closure. The Sheriff shall maintain the security of those facilities jointly occupied by the Court and County which remain open to the public when the Court is closed so that the security of those facilities is not compromised. Either party will be responsible for security costs incurred in any of their respective sponsored events that occur after hours or weekends. A separate SLA will detail the security services for judicial officers, Court staff and each Court facility that is consistent with this paragraph. Together with this MOU, the security services SLA will constitute the 'agreement' between the Sheriff and the

Court for the purposes of Government Code Section 69920, et seq..

1.4 Court Ordered Forensic Evaluations. The County's Health System will continue to provide Court ordered forensic evaluations of defendants in misdemeanor cases under California statutes according to the terms of a Memorandum of Understanding regarding Administration of Court Ordered Forensic Evaluations for Misdemeanor cases (MOU) entered into by the Parties effective on July 1, 2010. Commencing fiscal year 2010-2011 the County shall reimburse the Court 50% of the costs of CRC 10.810 allowable misdemeanor evaluations that the Court is paying. Commencing fiscal year 2011-2012 and thereafter the Court shall pay 100% of the allowable costs under CRC 10.810. Costs associated with other statutorily required misdemeanor evaluations and reports that are not allowable court costs under State law and CRC 10.810, will not be paid by the Court.

1.5 Trust Funds. The County maintains 3 (three) trust funds for the Court. Trust Fund number 03615 is for the purpose of funding the Court's payroll expenses. The Trust Fund number 03621 is for Court retiree health care costs. The County will continue to allow Court deposits into said funds and the County Controller's office is authorized to make withdrawals to fund the Court's personnel payroll and related benefits. Subject to applicable escheatment law, the County will maintain Superior Court Escrow Trust Fund number 03081, which contains appeal bond escrow deposits made before July 1, 2007, until such time that all deposits have been distributed in accordance with the Court's direction. The Court Trust Funds will accrue interest and be charged management fees at the same rate as all other County pool participants.

1.6 Staffing. Where individual County employees and/or contractors are assigned primarily or exclusively to provide Services to the Court, Court and County are to confer and cooperate on determining such staffing and assignments.

1.7 Compensation for Services. In consideration for the services provided to Court by County, and subject to California Rules of Court, rule 10.810 ("CRC 10.810"), Court will compensate County monthly, or at intervals to be agreed upon in separate departmental SLA's, at the rates that do not exceed those charged to other County departments or special districts for the same or similar services as set forth in each individual County department SLA. Such rates may be adjusted by written agreement upon notice by one party to the other of the desire to change a rate, which notice will be given on or before 90 days prior to the end of the fiscal year prior to when the new rates will become effective. The new rates will commence on the first day of the fiscal year immediately following the notice. The Parties will endeavor to reach a written agreement on changed rates in a timely manner so that the Parties have sufficient time to give proper notice of termination under Section 5 below in the event an agreement is not reached. Furthermore, no charges for services will be made beyond the amount of funding the State of California or other funding source has approved and provided for any service. In the event that County determines that this funding limitation requires a reduction or elimination of a service or level of service, the Parties will meet and negotiate the particular service or level of service to be reduced before any service reduction is made.

1.8 Indirect and Overhead Costs. Indirect or overhead costs of County will be paid by Court only to the extent that the same are individually stated in this MOU or in each individual County

department SLA, together with the method of calculating such costs. Such costs will not include items that are not otherwise part of Trial Court Operations, allowable by CRC 10.810, or part of the Court Facilities Transfer Agreement.

1.9 Manner of Payment. County will submit written invoices with supporting documentation monthly, unless otherwise specified in each SLA to the Presiding Judge of the Court (the “PJ”) or his or her designated officer (the “designated officer”) stating in each instance the service rendered and the rate for such service in the invoice”. All charges by County to Court for services rendered will be made only to the extent allowable under Government Code Section 77003 and Rule 10.810. The PJ or the designated officer will review each invoice and supporting documentation for compliance with the requirements of this MOU, Government Code Section 77003 and Rule 10.810. Within ten (10) court business days of receipt of the invoice, the PJ or designated officer will either approve or disapprove the invoice. If any of the listed charges are not approved, the Court will notify the County of the disapproved charges, if any. If the invoice is approved, the PJ or Designated Officer will direct payment by check to be made within 30 days of the receipt of the invoice. If any portion of the invoice is not paid in full or denied, the parties may enter into discussions regarding this decision and apply the procedures under Section 6 of this MOU. Pursuant to California Government Code Section 77009(b), at no time will funds be paid, or otherwise removed from the trust funds listed in section 1.5 for the purposes of paying invoices without prior written approval of the PJ or designated officer.

1.10 Dual Service Provider. When a County employee provides the same or similar services to both Court and County and such services to Court are billed to Court on an hourly basis pursuant to this MOU, such employee will record the exact amount of time the employee spent on Trial Court Operations. County will bill the Court only for the employee’s actual time spent on Trial Court Operations.

1.11 Verification. In the event of a request by the PJ or Designated Officer for additional back-up information regarding any service being billed or the amount charged, County will provide such backup within ten (10) business days of such request. The Court, the Judicial Council of California or any other governmental agency has the right allowable by law to review or audit the records of the County relating to the services provided by County under this MOU and to ensure compliance with Government Code Section 77212 and the Judicial Council of California’s Accounting Standards.

1.12 Cooperation. Court may identify to County outside vendors of goods or services to Court. County will at all times cooperate with such vendors so identified and will advise Court of any cooperation or coordination problems that may arise.

1.13 Right of Court to Substitute Performance. Except as otherwise provided in this MOU or any SLA subsequently entered, in the event that County fails to provide any service for more than five (5) business days after written notice of default and demand for performance by Court, Court has the right to retain an outside contractor to perform the service that County has failed to provide.

2. COURT PROVIDED SERVICES TO COUNTY

Scope of Services- As County needs arise, Court will provide certain services to the County. The Services include, but are not limited to, the following:

2.1. Court interpreter services - Court will, upon request and as available provide out-of-court interpreter services to County agencies according to the provisions of the County Manager's Office SLA.

2.2. Court provided custodial services - Court will provide custodial services at the Court's Northern Branch Facility at 1050 Mission Road, South San Francisco, California as set forth in the San Mateo County Public Works Department SLA.

3. SUPPLEMENTAL HEALTH CARE AND OTHER BENEFITS FOR ACTIVE AND RETIRED JUDGES

3.1 The County will offer County provided health care, basic life insurance, and long term disability coverage in the same scope and manner as it provides to elected officials of the County, as set forth in the applicable management resolution, for the following active judges, qualifying spouses or domestic partners, and dependants, who opt to enroll in these benefits: Hon. Joseph E. Bergeron, Hon. Gerald J. Buchwald, Hon. Clifford V. Cretan, Hon. Marta S. Diaz, Hon. Steven L. Dylina, Hon. Susan I. Etezadi, Hon. Robert D Foiles, Hon. Mark R. Forcum, Hon. Don Franchi, Hon. John L. Grandsaert, Hon. Jonathan E. Karesh, Hon. Elizabeth K. Lee, Hon. Richard C. Livermore, Hon. Barbara J. Mallach, Hon. George A. Miram, Hon. Lisa A. Novak, , Hon. Joseph C. Scott, Hon. V. Raymond Swope and Hon. Marie S. Weiner. The County will not offer benefits to any Judge who takes office on or after July 1, 2010 except as provided in Section 3.4.

3.2 For those judges listed in Section 3.1 above, at the time of his/her retirement, the County will provide for and pay for retiree healthcare coverage benefits in the same scope and manner as those provided to elected officials of the County, as set forth in the applicable County management resolution that is in effect on the date of retirement for each judge.

3.3 The County will continue to pay for and provide County retiree healthcare coverage benefits to the following retired judges, qualifying spouses or domestic partners and dependents until his/her benefits are exhausted as determined by the County: Hon. Allan Bollhoffer, Hon. James Browning, Hon. H. James Ellis, Hon. Beth Labson Freeman, Hon. Dale Hahn, Hon. Stephen M. Hall, Hon. Carl Holm, Hon. Margaret J. Kemp, Hon. Carol L. Mittlesteadt, Hon. Craig L. Parsons, Hon. Rosemary Pfeiffer, Hon. John G. Schwartz, Hon. Aram Severian, and Hon. Phrasel L. Shelton. This provision shall not affect the existing rights to such benefits, if any, of any retired judge who is not listed, his or her qualifying spouse or domestic partner and or his or her dependents.

3.4 The County will not provide at the County's expense, the above described supplemental health care and other benefits for any judge appointed or newly elected on or after July 1, 2010. Any affected judge may pay through the Court for such supplemental benefits to be provided by the County.

4. FACILITIES

4.1 The ownership, use and occupancy of court facilities are not addressed in, and are not the subject of or impacted by, this MOU as such matters are governed by transfer agreements, joint occupancy agreements, other related agreements, and any amendments thereto, and documents (collectively called the "Court Facility Transfer Documents"). In the event of a conflict between the terms of the Court Facility Transfer Documents and the terms of this MOU, the terms of the Court Facility Transfer Documents will prevail.

4.2 The Court will participate as appropriate with other County departments in the County's planning sessions to review and prioritize County facilities improvements, mandated facilities modifications and other necessary and desirable capital projects that may impact court facilities and/or court operations. The Parties will abide by all applicable laws regarding court and county facilities, including Government Code Section 70311, Rule 10.810 and the provisions of the Court Facilities Transfer Agreement.

5. TERM; TERMINATION

5.1 Term. This MOU will be effective as of the signature of the Presiding Judge and the President of the Board of Supervisors. This MOU will remain in force and effect until the earlier of June 30, 2020, or it is terminated by either party in accordance with Section 5.2 of this MOU.

5.2 Termination. Except as provided in California Government Code Section 77212(b) and (c), and in Section 5.3 below, either Party may terminate all or any of the Services or one of the companion departmental SLAs, by giving notice to the other Party in the manner specified in Section 11.8 below. Pursuant to California Government Code Section 77212(b) and (c), such notice will be given at least ninety (90) days prior to the end of Court's fiscal year, and will become effective only upon the first day of the succeeding fiscal year.

5.3 Vital Services. Pursuant to California Government Code Section 77212(b), if County elects to terminate a service to Court, County will cooperate with Court to ensure that, if the service is a vital service for Court, it will be available from other entities that provide such services. If the service being terminated is provided at a charge to the Court, the Court will be responsible for paying for such service rendered by the respective provider.

6. DISPUTE RESOLUTION

6.1 Continuation of Services. Whenever County and Court disagree as to any matter governed by this MOU, the dispute resolution process discussed in this Section 6.4 will govern. Until the dispute is resolved, County will continue to provide the Services and Court will

continue to make payment as set forth herein, unless the County elects to terminate the service in accordance with Section 5.2.

6.2 Request for Meeting. If after five (5) court business days, Court and County cannot resolve a dispute, either Party may give the other Party a written request for a meeting between Court Executive Officer and the County Manager for the purpose of resolving the dispute. If such meeting is requested, the meeting will be held within ten (10) business days of the receipt of such request. If the meeting fails to occur or fails to resolve the dispute, nothing in this MOU will preclude the Parties from exercising their legal remedies.

6.3 Resolution of Disputes. If a dispute between the parties regarding the interpretation or performance of this MOU is not resolved under Section 6.2 above, the dispute will be submitted to non-binding mediation in the City of Redwood City, California.

6.4 Mediation Process

a. The Parties will select a mutually acceptable mediation service (the "Service Provider") within ten (10) days of being referred to mediation. The Parties will agree upon a mediator from a list of available mediators within five (5) days of being provided with a list of mediators by the Service Provider. If the Parties cannot agree on a mediator within such period, then a list of three available mediators will be sent by the Service Provider to the Parties. Each Party may strike one name by delivering written notice to Service Provider within five (5) days after delivery of list of mediators. The remaining name will be the mediator; if two names are left the Service Provider will select which of the two will serve as mediator. The Parties will use reasonable efforts to resolve a dispute during the mediation. Mediation will continue until the dispute is resolved or the mediator makes a finding that there is no possibility of resolution short of litigation. Notwithstanding the foregoing, in the event that the dispute has not been resolved within sixty (60) days after the dispute has been referred to mediation, either Party will have the right to proceed to litigation with respect to such dispute.

b. The cost of the mediator and any associated costs resulting from mediation will be shared equally between the Parties.

c. Unless otherwise expressly waived by them, any action brought to enforce any of the provisions of the MOU for a declaratory relief hereunder will be filed and remain in a court of competent jurisdiction in the Superior of California, Court of San Mateo, State of California, provided that no judge of the San Mateo Superior Court will hear the matter, and the matter will be heard by a judge assigned by the Judicial Council.

7. COLLECTIONS

7.1 California Penal Code Section 1463.010 requires the Court and the County to develop a cooperative plan to implement a comprehensive collection program for the collection of fees, fines, forfeitures, penalties, and assessments, including civil assessments, incurred by a defendant in a criminal or traffic action or proceeding

7.2 The Court and County will enter into a comprehensive collections SLA that will set forth their respective rights and responsibilities regarding such a program. At a minimum, the SLA will set forth the following:

- (a) The County will operate and administer a comprehensive collection program as that term is defined in Penal Code Section 1463.007, for the collection of all delinquent fees, fines, forfeitures, penalties, and assessments, including civil assessments, arising from criminal or traffic actions or proceedings.
- (b) The County will fund the cost of up to, but not exceeding, 4.75 full time equivalent Court positions to support the comprehensive collections program.
- (c) The County may deduct from the revenue collected under the comprehensive collections program its allowable costs as provided in Penal Code Section 1463.007.
- (d) The Court may secure the services of a third party vendor to provide additional services to collect on outstanding uncollected accounts.
- (e) The Court reserves the right to terminate the SLA for the comprehensive collections program as permitted under this program's SLA with the County. The County and the Court will mutually agree on the terms of the substitute provider agreement for a comprehensive collections program.

- 8. **Collective Bargaining.** Pursuant to CRC 10.653, Court and the County may consult with each other for collective bargaining purposes, all attendant meet and confer obligations, and all other matters within the scope of labor representation. This association is in effect until such time as it is revoked in writing by either Party, or is otherwise modified by applicable law.
- 9. **Grand Jury Budget.** Except for those costs allowable under Rule 10.810, the County will manage, fund and monitor the civil and criminal grand jury budget and will reimburse the Court for staff and operational costs associated with grand jury functions, administration and support and that are not allowable under Rule 10.810.
- 10. **Court Commissioner Funding (AB 109 Realignment Program).**
 - 10.1. Implementation of AB 109 Criminal Realignment Program resulted in the transfer of criminal defendants from State prisons to the County jail and an increase in the Court's caseload to manage these realignment cases. AB 109 included allocation of additional funding to the counties to handle the realigned population. With the significant cuts to the trial court funding, the courts are overloaded and unable to effectively and efficiently process and manage the increased realignment caseload.
 - 10.2. The County has agreed to allocate an amount not-to-exceed \$630,000 over a three (3) year period to reimburse the Court for the salary and benefits of one court commissioner position for fiscal years 2014-15 through 2016-17 (see paragraph 1.1 (n) above). These

funds will enhance the ability of the Court to handle its criminal caseload including the realignment cases.

- 10.3. This funding will be payable by the County to the Court on a quarterly basis pursuant to the Court submitting an invoice at the end of each quarter (i.e. September, December, and March). Billing will be sent to the San Mateo County Probation Department who will be making the payment.

11. Contracts and Purchase Orders.

- a. All Court contracts executed and purchase orders drafted by Court during the term of this MOU are the sole responsibility of Court. The PJ or Designated Officer will authorize contracts and purchase requisitions on Court's behalf. To the extent these contracts or purchase orders may affect County operations or facilities or expose County to legal or financial risk, Court will consult with County during negotiation and prior to execution of the contracts or purchase orders.
- b. County agrees to consult with Court on contracts and purchase orders prior to their execution that may affect Trial Court Operations or expose Court to legal or financial risk.

12. MISCELLANEOUS

- 12.1 Entire Agreement. This MOU contains the entire and complete understanding of the Parties and supersedes any and all other previous agreements, oral or written.
- 12.2 Amendment. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by the Presiding Judge and the President of the Board of Supervisors.
- 12.3 Days. Unless specifically stated to the contrary, all references to days herein will be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment will be made or act performed on the next succeeding business day.
- 12.4 Further Assurances. Each Party will cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.
- 12.5 Indemnification.
To the maximum extent permitted by law, the Court shall hold harmless, defend and indemnify County, its agents, officers and employees, from and against any and all liability, claims, actions, costs, damages or losses or costs of any kind, including but not limited to injuries, or damage to person and/or property or any other loss or cost which arise out of the activities or operations or omissions of the Court, its judges, subordinate judicial officers, agents, officers, and employees

related to the activities under this agreement, except to the extent that such claims arise out of the negligence or willful misconduct of County, its agents, officers, or employees. This obligation to hold harmless, defend and indemnify shall continue beyond the term of this MOU any extension of this MOU. The parties agree for purposes of this agreement that court employee includes any and all persons appointed by the judiciary and the court executive officer.

To the maximum extent permitted by law, the County shall hold harmless, defend and indemnify Court, its judges, subordinate judicial officers, agents, officers and employees, from and against any and all liability, claims, actions, costs, damages or losses or costs of any kind, including but not limited to injuries, or damage to person and/or property of any other loss or cost which arise out of the activities or operations, or omissions of the County it agents, officers, and employees related to the activities under this agreement, except to the extent that such claims arise out of the negligence or willful misconduct of Court, its judges, subordinate judicial officers, officers, agents or employees. This obligation to hold harmless, defend and indemnify shall continue beyond the term of this MOU or any extension of this MOU. The provisions of Government Code § 895.6 shall not apply to this Memorandum, and the provisions of that section are hereby waived.

12.6 Time of performance. Time is of the essence in the performance of each of the provisions of this MOU.

12.7 Assignment. A significant consideration for this MOU is the familiarity of County with Court operations and facilities that will allow County to efficiently provide the Services utilizing trained County staff. For this reason, for those services that are exclusively provided to the Court, County will not assign or subcontract such services without the prior written consent from the Court.

12.8 Notices. All notices will be in writing and will be delivered to and addressed as follows or to such other place as each party may designate by subsequent written notice to the other party:

If to the Court:

Superior Court of California, County of San Mateo
400 County Center, 2nd floor
Redwood City, CA 94063
Attn: Court Executive Officer

If to the County:

County of San Mateo
County Manager's Office
400 County Center
Redwood City, California 94063
Attn: County Manager

12.9 Waiver. Any waiver by either Party of a breach of any of the terms of this MOU will not

be construed as a waiver of any succeeding breach of the same or other term of this MOU.

12.10 Counsel and Drafting. Each Party, by its due execution of this MOU, represents to the other Party that it has reviewed each term of this MOU with their counsel, or has had the opportunity for such review with their counsel. No Party will deny the validity of this MOU on the ground that such party did not have the advice of counsel. Each Party has had the opportunity to participate in drafting and preparation of this MOU. The provisions and terms of this MOU will be interpreted in accordance with the plain meaning thereof, and will not be construed in favor or against either Party.

12.11 Counterparts. This MOU may be executed in one or more counterparts, all of which together will constitute one and the same agreement.

12.12 Severability. In the event any provision of this MOU is held by a court of competent jurisdiction or arbitration 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.

12.13 Governing law. This MOU will be construed under the laws of the State of California, without regard to its conflict of law provisions.

12.14 Changes in Law, Regulations or Guidelines. If any changes are made to the applicable statutes or regulations or guidelines, then (a) to the extent any of the changes are of mandatory application, such change(s) will apply to the Parties and this MOU and the MOU will be deemed to be amended to be consistent with such change(s), and (b) to the extent that any of the changes are not of mandatory application, such changes(s) will not affect this MOU or the rights or obligations of the Court or County unless the Parties mutually agree to subject themselves to such change(s)

12.15 Records. The Court and County will maintain and provide to one another all records necessary and appropriate to the administration of Court and County to the extent permitted by law.

12.16 Certification of Authority to Execute this MOU. County and Court certify that the individual(s) signing below on behalf of the Party, has authority to execute this MOU on behalf of the Party, and may legally bind the Party to the terms and conditions of this MOU, and any attachments hereto.

12.17 Independent Contractor. County, with its departments as its agents, will perform this MOU 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 will not be deemed, Court employees for any purpose, including workers' compensation and will not be entitled to any of the benefits accorded to Court employees. County will determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this MOU will be performed; provided, however, that Court may monitor the work performed. Court will not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to

amounts required to be withheld for state and federal taxes or employee benefits. County alone will be responsible for all such payments to its employees and to the applicable taxing authorities.

12.18 Reimbursement for Costs Incurred. Court and County agree that the party that incurs any costs that are reimbursable by fees or by any other means, will be solely entitled to full distribution and receipt of said fees in accordance with applicable statutes. Such fees include, but are not limited to, night court fees, jury and civil filing fees, copy fees, and investigation fees.

The Parties have executed this Agreement as of:

Date: _____

Honorable John L. Grandsaert
Presiding Judge, Superior Court

Date: _____

Honorable Carole Groom
President, Board of Supervisors