

**COUNTY OF TULARE  
SERVICES AGREEMENT  
Superior Court of California, County of Tulare  
For  
Public Defender Fee & Cost Collection**

---

**THIS AGREEMENT** ("Agreement") is entered into as of July 1, 2018, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and Superior Court of California, County of Tulare referred to as COURT ("CONTRACTOR"). COUNTY and COURT are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** WHEREAS, Tulare County Public Defender or Conflict Public Defender is entitled to collect registration fees pursuant to Penal Code §987.5 but does not have the current facilities to collect these amounts; and
- B.** WHEREAS, Court currently has the facilities in each courthouses located in Tulare County to collect the registration fees and costs of service for the Public Defender or Conflict Public Defender on behalf of County; and
- C.** WHEREAS, County and Court wish to document the terms and conditions under which collection and distribution of these fees and costs will be performed;

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

The purpose of this Agreement is to set forth the terms and conditions governing Court's collection of Public Defender or Conflict Public Defender registration fees subject to Penal Code § 987.5 on behalf of County.

- 1. TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2021 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement. Court or County may terminate this Memorandum of Understanding upon ninety (90) days advance written notice to other.
- 2. SERVICES:** Court will collect on behalf of County Public Defender or Conflict Public Defender registration fees when ordered pursuant to Penal Code § 987.5 and deposit said amounts with the County. The amount of the Registration fee shall be set at fifty dollars (\$50) in accordance to California Penal Code §987.5 and as approved by County of Tulare Board of Supervisors on October 16, 2012.

The collection and distribution of fees subject to Penal Code §987.5 will be managed by this Memorandum of Understanding as follows

- a. At the time of appointment of counsel by the court, or upon commencement of representation by the public defender or conflict public defender, if prior to court appointment, and upon a finding by the Court that the defendant is financially able to pay the registration fee or any portion thereof, the Court will make an assessment in accordance with ability to pay, up to the maximum amount authorized by the Tulare County Board of Supervisors.
- b. The defendant shall be ordered to pay said assessed registration fee forthwith.
- c. Court agrees to accept said payments on behalf of County and to deposit said amounts with the County treasurer.
- d. Court agrees to maintain adequate records and an audit trail to support the charges made to County. All such records shall be prepared in accordance with generally accepted accounting principles (GAAP), shall be clearly identified and shall be kept readily accessible. Upon request, Court shall make such records available within Tulare County to the Auditor of County and to

**COUNTY OF TULARE  
SERVICES AGREEMENT  
Superior Court of California, County of Tulare  
For  
Public Defender Fee & Cost Collection**

their agents and representatives for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under the Agreement.

- 3. PAYMENT FOR SERVICES:** Court shall provide collection services without cost to County.
- 4. INSURANCE:** Court and County shall each maintain their own criminal and civil liability insurance coverage against any claim of criminal or civil liability arising out the performance of the Agreement and provide appropriate evidence of such coverage to the other Party, upon request.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>. Paragraph 12 ("Indemnification and Defense") and Paragraph 13(a) is replaced by the following:

**12. Indemnification**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code § 895.6, to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead Court and County agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expenses or costs, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code § 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

**13. TERMINATION:**

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving ninety (90) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. COUNTY will not impose sanctions on CONTRACTOR under these circumstances.

- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	<b>Exhibit D</b>	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
--------------------------	------------------	---

**COUNTY OF TULARE**  
**SERVICES AGREEMENT**  
**Superior Court of California, County of Tulare**  
**For**  
**Public Defender Fee & Cost Collection**

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: (559)636-5005  
Fax No.: (559) 733-6318

**With a Copy to:**

County of Tulare  
Public Defender  
221 S. Mooney Blvd., G-35 Visalia, CA 93291  
Phone No.: (559)636-4500

County of Tulare  
Auditor/Controller  
221 S. Mooney Blvd., 101-E  
Visalia, CA 93291

**CONTRACTOR:**

Tulare County Superior Court  
221 S. Mooney Blvd., Room 303  
Visalia, CA 93291

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.  
MOU Paragraph (J) Execution in Counterparts: This Agreement may be executed in counterparts such as that the signatures may appear on separate signature pages. A copy of an original, with all signatures appended together, shall be deemed fully executed Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE  
SERVICES AGREEMENT  
Superior Court of California, County of Tulare  
For  
Public Defender Fee & Cost Collection**

---

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**LARE**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF TU-**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

Date: \_\_\_\_\_

By \_\_\_\_\_

Deputy Clerk

Approved as to Form  
County Counsel

Date: \_\_\_\_\_

By \_\_\_\_\_

Deputy

Matter # \_\_\_\_\_