

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF TULARE AND  
THE SUPERIOR COURT, COUNTY OF TULARE  
REGARDING  
ESTABLISHING A SEPARATE COLLECTIONS BANK ACCOUNT  
FOR CRIMINAL FINES, FEES, AND FORFEITURES**

**1. PARTIES**

The parties to this Memorandum of Understanding ("MOU") are Superior Court of California, County of Tulare ("Court") and the County of Tulare ("County").

**2. SCOPE OF AGREEMENT**

The purpose of this MOU is to set forth the understanding between the Court and the County on the scope of service, method of service delivery, terms of agreement, anticipated service outcomes, and the cost of service to deposit of criminal fines, fees and forfeitures into a Judicial Council of California ("JCC") bank account, in lieu of the County Treasury.

**3. TERMS OF AGREEMENT**

The term of this MOU shall commence on **February 1, 2020**, and will remain in effect until terminated by either party pursuant to the provisions of Paragraph 9 of this MOU. The Court and the County will agree on exact cutover date.

**4. COUNTY CONSENT FOR SEPARATE BANK ACCOUNT**

As authorized by California Government Code sections 68085.9 and 77009(b), the parties agree that a trial court or officer of a trial court will deposit into a bank account, which has been established by the JCC and which is separate from the County Treasury ("Court Account"), all money received by the Court that is otherwise required by law to be deposited into the County Treasury or with the County Treasurer ("County Money").

County Money provisions of law include, but are not limited to, Sections 24355, 68085, 68085.5, and 68101 of the Government Code and Section 1463.001 of the Penal Code. Money collected pursuant to Government Code section 68085.1 shall be deposited as provided in that section.

The separate bank account will be approved by the Administrative Director of the JCC no later than **March 1, 2020**.

**5. INTEREST**

The interest accrued on the County Money will be apportioned in the following manner: **50%**

to the Court and **50%** to the County.

**6. PAYMENT TO THE COUNTY**

Court will transfer the distributions due to the County Treasury promptly each month, once the month-end reconciliation is complete. It is agreed that each transfer will be made by electronic fund transfer.

The Court will complete and submit the TC-31 forms to the State Treasurer and accepts responsibility for interest and penalties due the State, County, and local Cities in the event of a distribution error or delinquent payments to the County associated with the collections identified in paragraph 1.

**7. DELINQUENT PAYMENTS AND ERRORS**

The Court accepts responsibility for interest and penalties due the State, County, and local Cities in the event of a distribution error or delinquent payments to the County. The Court's liability is limited to County Money the Court collects and deposits into the Court Account. The County agrees to accept responsibility for interest and penalties for distribution errors or delinquent payments related to fines and fees collected by the County.

**8. BANKING, ADMINISTRATIVE, AND COLLECTIONS COSTS**

It is agreed that the Court will be responsible for all costs and liabilities associated with its use of the bank account established with the JCC. The Court solely is responsible for administering the Court Account, including its monitoring and reconciliation.

**9. AMENDMENTS**

Neither party shall make changes to this MOU without the other's written consent. Such changes shall be incorporated into a MOU Amendment, which shall not become effective until signed by both the County and the Court.

**10. TERMINATION**

Either party may terminate this MOU, with or without cause. Any such termination shall be effected by delivery to the other party of a written Notice of Termination including the date upon which such termination will become effective. The termination date must be at least ninety days after the delivery date of the Notice of Termination.

**11. NOTICE**

Correspondence concerning this MOU will be sent to:

Court: Court Executive Officer  
Superior Court of California, County of Tulare  
221 S. Mooney Blvd Room 303  
Visalia, CA 93291  
Phone No. (559) 730-5000  
FAX No. (559) 737-4290

County: Tulare County, Auditor-Controller  
221 S. Mooney Blvd Room 101E  
Visalia, CA 93291  
Phone No. (559) 636-5200  
Fax No. (559) 733-6403

with a copy to:

County Administrative Officer  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No. (559) 636-5005  
Fax No. (559) 733-6318

## 12. ENTIRE AGREEMENT

This MOU contains the entire and complete understanding of the parties and supersedes any and all other previous agreements, oral or written.

**WHEREFORE**, the Parties hereto have executed this Memorandum of Understanding in the County of Tulare.

**Tulare County Superior Court**

By:   
Court Executive Officer

Print Name: Stephanie Cameron

Date: 1/13/2020

**Tulare County Board of Supervisors**

By: \_\_\_\_\_

Date \_\_\_\_\_  
Chairman

ATTEST: Jason T. Britt  
County Administrative Officer/Clerk of the  
Board of Supervisors of the County of Tulare

By: \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By \_\_\_\_\_  
Deputy  
Matter # \_\_\_\_\_