

**MEMORANDUM OF UNDERSTANDING
2012 OPTIONAL AMNESTY PROGRAM**

THIS AGREEMENT is entered into between the COUNTY OF TULARE, hereinafter referred to as the COUNTY, and the SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE, hereinafter referred to as the COURT, with reference to the following:

Assembly Bill 1358 (Stats. 2011, ch 662) authorizes a one-time mandatory amnesty program for bail and fine vehicle code and non-vehicle code infractions meeting the eligible requirements and allows a one-time amnesty program for specified Vehicle Code misdemeanors meeting the eligible requirements;

ACCORDINGLY, IT IS AGREED:

1. SCOPE OF SERVICES:

- A. The COUNTY and COURT agree to implement the mandatory amnesty program to include all traffic and non-traffic infraction violations, including those with a misdemeanor violation added to an underlying infraction violation under Vehicle Code section 40508(a) or (b) or Penal Code section 853.7; and
- B. The COUNTY and COURT agree to implement the optional amnesty program to include:
 - i. All Vehicle Code misdemeanor violations, with the exception of parking violations and violations of Vehicle Code sections 23103, 23104, 23105, 23152 or 23153; and
 - ii. All eligible probation cases.

2. COST OF SERVICES: Any unreimbursed costs of operating the amnesty programs, excluding capital expenditures, will be deducted from the revenues collected under the amnesty programs by the COUNTY or COURT collection program that incurred the expense. To recover costs under the amnesty programs, a collection program does not have to be comprehensive, per Penal Code section 1463.007.

3. COMPLIANCE WITH LAW: COUNTY and COURT shall provide Services in accordance with all applicable Federal, State and local laws, regulations and directives.

4. TERM: This Agreement shall be in effect as of January 1, 2012, and shall terminate on June 30, 2012. The optional amnesty program portion of this Agreement may be terminated by either party by giving at least thirty (30) days written notice of intention to terminate pursuant to this provision, specifying the date of termination.

5. INDEMNIFICATION: In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 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, product infringement, copyright or trade secrets, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code Section 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.

6. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between the COUNTY and COURT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
7. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
8. **NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: Board of Supervisors
County Administration Building
2800 West Burrel
Visalia, CA 93291

(Fax No.: (559) 733-6318 /Confirming No.: (559) 636-5000)

COURT: LaRayne Cleek, Court Executive Officer
Tulare County Superior Court
221 South Mooney Blvd., Room 303
Visalia, CA 93291

(Fax No.: (559) 737-4290 /Confirming No.: (559) 730-5000)

Notice delivered personally or sent by facsimile transmission is deemed received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

9. **CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
10. **NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
11. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.
12. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of performance shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
13. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed upon by the parties, to be in conflict with any code or regulation the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.
14. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
15. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below. This Agreement may be signed in counterparts, each of which is construed an original.

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

TULARE COUNTY SUPERIOR COURT

Date: _____

By _____
Judge of the Superior Court

Approved as to Form
County Counsel

By _____
Deputy