

## **SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("County") and the Superior Court of California, County of Shasta ("Court") (collectively, the "Parties" and individually a "Party") pursuant to Section 77212 of the Government Code. By this agreement, County and Court intend to formulate and maintain a cooperative working relationship which will effectively and efficiently implement State funding of trial court operations while preserving a mutually beneficial relationship.

### **Section 1. COUNTY SERVICES TO COURTS**

The County will provide the Court with the services described in this agreement. Charges billed to the Court for County-provided services shall be at a rate that does not exceed rates charged to County departments.

Charges for services shall be based on the cost computation method known as the Countywide Cost Allocation Plan ("CAP"). The CAP details the actual expenditures of County departments which provide services to other County departments, and identifies specific allocation methodologies (contained in the Federal Office of Management and Budget Rules and Regulations Title 2, Code of Federal Regulations, Part 200) which are used to distribute such costs. The Court shall be permitted to review the specific charges in the CAP, including a review of the data elements provided by each County department and used to complete the CAP.

- A. **Auditor-Controller.** The County and Court agree that the services of the Auditor-Controller will be provided to the Court and the County shall charge the Court for such services at rates that do not exceed the rates charged to County departments.

The County and Court agree that the Court has full responsibility for payroll, accounts payable, and the general ledger for the Court.

- B. **Treasurer-Tax Collector.** The County and the Court agree that the services of the County Treasurer/Tax Collector will be provided to the Court. The County Treasurer/Tax Collector agrees to provide services to the Court and shall bill the Court for such services at rates that do not exceed the rates it charges County departments.

- C. **Information Technology.** The County and Court agree that the Court will continue to operate its computer systems independently from the County. County and Court agree that Court will be charged for any services provided by the County Information Technology Department at rates that do not exceed the rates the Information Technology Department charges County Departments.

County and Court agree that the Court will remain connected to the County Automated Financial System and any successor to the County's Automated

Financial System so long as the Auditor-Controller continues to provide services to the Court.

The Court is solely responsible for Court-owned equipment and the Court-owned information technology network services within the Shasta County Courthouse (Courthouse).

**Section 2. COURT SERVICES TO COUNTY**

**Collections Program/Court Administrative Services.** The Court agrees to operate the collections program and provide those collection services to the County. The County will pay the Court a fee of thirty percent (30%) of the funds received from accounts in "collection" status to cover the cost of the collections program. Said monies will be deposited in the trial court operations fund in accordance with Penal Code Section 1463.007.

The Court agrees to provide collections services to the County for all matters pertaining to Probation. In return for providing such services, the County shall pay to the Court thirty percent (30%) of the amount collected on behalf of Probation.

The Court agrees to provide necessary processing services to the County for all matters pertaining to Indigent Defense claims involving capital punishment submitted on behalf of Court-appointed conflict attorneys at no cost.

**Section 3. ADMINISTRATION OF COURT FUNDS IN THE COUNTY TREASURY**

A. **Court-Related Trust or Agency Funds Administered by Court.** In consideration of the foregoing and the mutual promises contained herein, the County and Court agree that the Court will administer the Bail Trust fund subject to any and all requirements imposed by law. The Court will retain only that portion not required to be transmitted to other entities pursuant to applicable statutory provisions. Where allowed by law, interest earned on these fund balances shall be accrued and posted subject to the discretion of the Court.

B. **All Other Revenue Collections.** All revenue not previously identified within this agreement is to be collected and distributed by the Court as prescribed by law.

**Section 4. TERM OF AGREEMENT**

This agreement shall commence as of March 31, 2024, and continue on an annual basis until terminated in accordance with Section 5 of this agreement.

**Section 5. TERMINATION OF AGREEMENT**

A. Either party may terminate this agreement in accordance with the provisions of Government Code Section 77212.

- B. County's right to terminate this agreement may be exercised by County Executive Officer, or their designee.

**Section 6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. The Parties shall be entitled to no other benefits other than those specified herein. The Parties specifically acknowledge that in entering into and executing this agreement, the Parties rely solely upon the provisions contained in this agreement and no others. County and Court acknowledge that the County and Court have existing agreements, contracts or Memorandums of Understanding. This agreement is not intended to supersede any provision of any other contract, agreement or Memorandum of Understanding.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Court and County Executive Officer, or their designee, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 7. NOTICES**

- A. Any notices required or permitted pursuant to the terms and provisions of this agreement shall be in writing, and shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: County Executive Officer  
Shasta County Administrative Office  
1450 Court Street, Suite 308A  
Redding, CA 96001-1680  
Phone: 530-225-5561  
Email: cao@shastacounty.gov

If to Court: Presiding Judge  
Superior Court of California  
1515 Court Street  
Redding, CA 96001  
Phone: 530-245-6761

-and-

Court Executive Officer  
Superior Court of California  
1515 Court Street, Room 610  
Redding, CA 96001  
Phone: 530-245-6761  
Email: [administration@shasta.courts.ca.gov](mailto:administration@shasta.courts.ca.gov)

- B. Unless otherwise stated in this agreement, any written notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or their designee.

**Section 8. INDEMNIFICATION**

The Court and the County each agree to indemnify, defend, and save harmless the other and the other's officers and employees, from and against any and all claims or losses arising out of, or in any way related to, the indemnifying party's performance under this agreement, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as reasonable attorneys' fees, court costs, investigation costs, and experts' fees), but only in proportion to and to the extent such claims or losses (including reasonable attorneys' fees) are caused by or result from the acts or omissions of the indemnifying party. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**Section 9. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by

the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Court have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

**COUNTY OF SHASTA**

**SUPERIOR COURT OF CALIFORNIA**

\_\_\_\_\_  
KEVIN W. CRYE, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

\_\_\_\_\_  
TAMARA WOOD, PRESIDING JUDGE

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

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

ATTEST:  
DAVID J. RICKERT  
Clerk of the Board of Supervisors


MELISSA FOWLER-BRADLEY  
Shasta County Court Executive Officer

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

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

APPROVED AS TO FORM:  
JOSEPH LARMOUR  
County Counsel

APPROVED AS TO FORM:  
CLINT BOREN, General Counsel  
Superior Court of California  
Shasta County

Signed by:  
  
\_\_\_\_\_  
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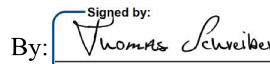
By: \_\_\_\_\_

**RISK MANAGEMENT APPROVAL**

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

Signed by:  
  
By: \_\_\_\_\_  
Dolyene Lane  
Risk Manager

**INFORMATION TECHNOLOGY APPROVAL**

Signed by:  
  
By: \_\_\_\_\_  
Thomas Schneider  
County Information Officer