



**Superior Court of California  
County of Contra Costa**

**First Amendment to Memorandum of Understanding between the  
County of Contra Costa**

**and**

**Superior Court of California, County of Contra Costa**

This first amendment ("**First Amendment**") is dated March 29, 2022, and is between the **County of Contra Costa**, a political subdivision of the State of California (the "**County**"), and the **Superior Court of California, County of Contra Costa**, an entity of the State of California (the "**Court**").

**RECITALS**

- A. The County and the Court are parties to a Memorandum of Understanding dated October 1, 2017 (the "**MOU**"). Under the MOU, the County and the Court developed and implemented a collection program for the collection of fees, fines, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action or proceeding.
- B. The County and the Court desire to amend the MOU to modify the collection program costs for which the Court must be reimbursed by the County.

The parties therefore agree as follows:

**AGREEMENT**

- 1. All capitalized terms not defined in this First Amendment have the meanings given to them in the MOU.
- 2. Clause 9 of Section A of the MOU is hereby deleted in its entirety and replaced with the following:
  - 9. Within 45 days of receipt of a monthly invoice, the County will reimburse the Court for (i) third-party collection services commission costs for non-delinquent accounts receivable, installment plan accounts, and victim restitution payments, (ii) mutually approved capital expenditures made from the Program, and (iii) the cost of all other collection activities performed by the Court on behalf of the County that are not allowable under Penal Code Section 1463.007 or California Rule of Court 10.810. None of these costs may be deducted from Program revenues.
- 3. This First Amendment becomes effective upon its execution by both parties.

[SIGNATURES ON NEXT PAGE]

EXCEPT AS PROVIDED HEREIN, all the terms and conditions of the MOU remain in full force and effect.

<b>SIGNATURES</b>	
<b>Superior Court of California, County of Contra Costa</b>	<b>County of Contra Costa</b>
Name: Kathryn Bieker	Name: Julie Enea
Title: Court Executive Officer	Title: Senior Deputy County Administrator
Signature:	Signature:
Date:	Date: 3/29/22