This Agreement (“Agreement”) is entered into by and between the Superior Court of \_\_\_\_\_\_\_\_ County and the Superior Court of \_\_\_\_\_\_\_\_\_ County. [**Note: if the courts want to sign a multilateral agreement, this can be rephrased as**: *This Agreement is entered into by, between, and among the courts listed on Appendix A*…]

WHEREAS, Penal Code section 1203.9 (amended by Assem. Bill 673; Stats. 2015, ch. 251) establishes that, upon approval of a court transferring a case (“Transferring Court”) to another court (“Receiving Court”), the Receiving Court may elect to collect all of the Transferring Court-ordered payments from a defendant attributable to a probation and mandatory supervision case under which the defendant is being supervised; and

WHEREAS, the purpose of this Agreement is to establish a written agreement, as required by Penal Code section 1203.9(e), to enable the collection program for a Receiving Court to charge administrative fees for collections that the Receiving Court performs on behalf of the collection program of a Transferring Court;

NOW, THEREFORE, the parties agree as follows:

1. Administrative Fees for Collection Services
   1. The parties agree that when a case is transferred between the courts, the Receiving Court elects to collect all court-ordered payments from a defendant, on behalf of the Transferring Court and the Transferring Court approves such election, unless either court decides otherwise in an individual case. The parties agree to the following (if neither court decides otherwise in an individual case):
   2. **Administrative Fees.** Under this Agreement and consistent with Penal Code section 1203.9(e)(1) and California Rules of Court, rule 4.530, the collection program for the Receiving Court may charge administrative fees for collections performed for the collection program for the transferring court consistent with applicable Judicial Council fiscal procedures (available at [*www.courts.ca.gov*](http://www.courts.ca.gov)).
2. Term; Termination
   1. This Agreement is effective as of \_\_\_\_\_\_\_. A party may terminate its participation in the Agreement by giving [\_\_] days written notice to the other party[ies]. In the event of notice of termination by a court, any pending collections of court-ordered payments for transferred cases shall be completed by the collections program for the Receiving Court before termination.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original, and all of which taken together constitute a single document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective as of the date written in Section 2.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Superior Court of \_\_\_\_\_\_\_, County of\_\_\_\_\_\_**  By:  Title/Name for Court  Date | | **Superior Court of \_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_**  By:  Title/Name for Court  Date | |  | |
|  | |  | |  | |

**Attachment 1**

**(Sample Exception Notice)**

For Case No.\_\_\_\_\_\_\_, the Superior Court of \_\_\_\_\_, County of \_\_\_\_\_\_\_ has opted out of either the approval of or election to collect court-ordered payments, as outlined in Section 1.1 of the Intercounty Probation Case Transfer Collections Agreement (“Agreement”) entered into between the Superior Court of \_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_ (“Transferring Court”) and the Superior Court of \_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_ (“Receiving Court”) and effective on [\_\_\_\_\_\_]. Accordingly, the Agreement does not apply to this case.

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

Name/Title for Court

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