

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on the date signed by all parties to it by and between Siskiyou County Probation Department, hereinafter referred to as "Permittee" and the Siskiyou County Superior Court, hereinafter referred to as "Court."

RECITALS

WHEREAS, the Court's current case management system known as One Solution ("CMS") or IJS provides a Case Explorer piece of software which allows County departments to access court case information.

The Court can make this secure access available to individual justice partner agencies for a fee, with rights of access established by the Court as required to protect pertinent information as set forth in this Memorandum of Understanding.

AGREEMENT AND PERMIT RE ACCESS

NOW THEREFORE, in consideration of the foregoing recitals and the undertakings set forth hereafter, the parties agree:

1. In consideration of the receipt of the sum of Two Thousand Dollars (\$2,000.00) per fiscal year, commencing upon execution of this MOU, and continuing annually until termination or further notice, Court grants access via Case Explorer to Permittee, for an unlimited number of Permittee's users. Total compensation payable under this Memorandum of Understanding shall not exceed Ten Thousand Dollars (\$10,000.00) for the term of the agreement. The access is to be defined by the procedures adopted by the Court for that purpose and this MOU. The parties agree the Court shall have exclusive authority and sole discretion to control the means and rights of access via the Portal. The parties agree Permittee is exclusively responsible for its own operating system used to connect to Case Explorer, and Permittee assumes all risks to its own operating systems and operations therefor.

2. This Agreement shall become effective upon the date signed by all parties and shall terminate on the fifth anniversary of execution (June 30, 2026), and shall be valid for five fiscal years, unless it is terminated as provided in Section 3. For purposes of this Agreement, the "date of execution" means the date the last party signs the Agreement.

3. Termination

3.1 Termination for Convenience. The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Permittee shall immediately conform its conduct as specified in the Notice.

3.2 Termination for Cause. The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Permittee fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within forty-five (45) days following Notice (or in the opinion of the Court, is not capable of being cured within this cure period); or (ii) upon the bankruptcy or insolvency of Permittee.

4. Court agrees to bear all costs directly related to and required by the case management system, except as set forth specifically in this Agreement. Permittee will bear all costs of connecting Permittee's own employees to the Portal.

5. During the term of the MOU, Permittee shall comply and cause its users to comply with the use rules established by the Court and with all applicable federal, state, and local laws, statutes, rules, regulations, resolutions, and policies, both now existing and as amended in the future. Failure to perform this provision shall be cause for termination of this Agreement.

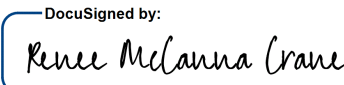
6. Permittee shall repair or replace any damage caused to Court property during activities conducted pursuant to this MOU caused by Permittee, at Permittee's sole expense, within 45 days of notification from the Court. Failure to perform this provision shall be cause for termination of this Agreement. This MOU notwithstanding, no use of the Portal access may occur without the prior written consent of the Court. For purposes of this Agreement, "Court property" means both tangible and intangible personal property consisting of organized electronic information in the form of operating systems, utilities, programs, or applications and the product of data entry which are stored in electronic media owned by the Court.

7. Except as otherwise provided herein, Permittee and Court each agree to indemnify and hold harmless the other, their officers, agency, employees and volunteers, from all claims, demands or liability caused by the indemnifying party during the term of this MOU or during the project.


8. This MOU does not constitute a grant of any right by the Court and is not transferable or assignable only with the prior written permission of the Court.

IN WITNESS WHEREOF, this Agreement is executed on the date and year signed by all parties.
Executed in Yreka, California.

Siskiyou County Superior Court

By: 
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Renee McCanna Crane, CEO

Siskiyou County Probation Department

By: 
ACD2A0E7EF0B4C9...
Mike Coley, Chief Probation Officer

County of Siskiyou, Board of Supervisors

By: _____
Ray A. Haupt, Chair

Attest:
By: _____
Laura Bynum, Clerk
Board of Supervisors

Accounting:

21/22 FY	1001-203050-723000	\$2,000.00
22/23 FY	1001-203050-723000	\$2,000.00
23/24 FY	1001-203050-723000	\$2,000.00
24/25 FY	1001-203050-723000	\$2,000.00
25/26 FY	1001-203050-723000	\$2,000.00

Encumbrance #: E

AMOUNT NOT TO EXCEED Ten Thousand and 00/100 Dollars (\$10,000.00)