

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into effective the 1st day of July 2022, ("Effective Date") between the Siskiyou County Superior Court ("Court") and the Siskiyou County Probation Department ("DOP") ("County"), in order to continue to provide Court with drug court coordination and related services from the Siskiyou County Probation Department.

WHEREAS, in Fiscal Year 2022-2023, the Court will receive a Collaborative Drug Court Grant ("Grant") from the Judicial Council of the State of California ("JCC") and,

WHEREAS, the parties desire to continue services as have been provided for so long as funding is available for this program from the Judicial Council of California; and,

WHEREAS, County DOP is an integral partner in the Court's Drug Court program by providing case management and other services to drug court participants that benefit the Court's Drug Court program,

NOW THEREFORE, be it resolved, that the Court desires to continue with the services provided by the Siskiyou County DOP for the Drug Court program through funding from the Collaborative Drug Court Grant received from the Judicial Council. Parties agree as follows:

DOP Obligations

1. County DOP agrees to provide case management and other services to the Court's Drug Court participants through utilization of staff to be used for case management and coordination of the Court's Drug Court Program participants for the period of July 1, 2022, through June 30, 2025.
2. County DOP agrees to submit a monthly invoice to Court requesting reimbursement for actual cost of services of the staff person specified above. Such requests shall provide sufficient detail of costs and shall be mailed to the Court no later than 20 days after the end of the month that County is requesting payment, except for the June invoice, which must be received by the Court no later than July 10th of each fiscal year.
3. County DOP agrees to submit a monthly activity report of the number of clients that the staff person has served during each month of this Memorandum of Understanding.
4. County DOP agrees to provide to the Court copies of payroll records of the hours worked by the staff person, and a ledger of salary and benefit expenses invoiced to this Memorandum of Understanding.

Court Obligations

1. Court agrees to reimburse County DOP for its actual cost of services rendered as specified under "County Obligations" above, which will be an amount based on funding it receives from the JCC under a Collaborative Substance Abuse Grant. This amount may fluctuate annually, and the Court will inform DOP of the amount it will receive as soon as it is notified of funding from the JCC.
2. Court agrees to inform County DOP of any performance problems regarding the "County Obligations" in a timely manner.

TERMS

1. Indemnity. The County and Court will, and hereby mutually agree, to indemnify, defend, and hold harmless each respective party from and against all claims, including reasonable attorneys' fees, arising from its officers, employees, agents or contractors' performance under this agreement, except to the extent that any such claim arises from the negligence or misconduct of either party, its officials or employees.
2. Governing Law. This Memorandum Of Understanding is made and entered into in the State of California and shall be interpreted, construed, and enforced in accordance with the laws of the State of California

3. Binding Effect. This Memorandum of Understanding shall apply to, bind, and inure to the benefit of the parties, legal representatives, successors, and assigns.
4. Third Party Beneficiaries. This Memorandum of Understanding is not intended to benefit any third party or to confer any rights or benefits upon any party other than the parties to this agreement. No entity not a signatory to this Memorandum of Understanding shall have any rights or causes of action against any party to the Memorandum of Understanding as a result of that party's performance or non-performance under this agreement.
5. Counterparts. This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be an original, and all of which shall together constitute one instrument.
6. No Other Modifications. All of the rights, duties, and obligations of the Court and County shall remain in full force and effect in accordance with the terms of this MOU. No changes, amendments or alterations of this MOU shall be effective unless in writing and signed by both parties.
7. Term of Agreement. The term of this Memorandum of Understanding shall be from July 1, 2022 through June 30, 2025 unless otherwise extended or terminated as provided for and is of no force or effect until signed by the parties.
8. Termination. Either party may terminate this Memorandum of Understanding at any time by giving the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Termination of this Memorandum of Understanding may be effectuated by the Chief of the Probation Department without the need for action, approval, or ratification of the Board of Supervisors. County shall be paid for all work satisfactorily completed prior to the effective date of said termination.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed as of the date first below written.

COURT

COUNTY OF SISKIYOU

Siskiyou County Superior Court

Board of Supervisors

By: *Renee' McCanna Crane*
8E3EB91B454A452...
 Renee' McCanna Crane
 Court Executive Officer Date: 11/29/2022

By _____
 Brandon Criss,
 Chair Date: _____

Siskiyou County Probation Department

ATTEST:
 Laura Bynum, County Clerk
 Board of Supervisors

By: *Jennifer Villani*
3FF818653F6942B...
 Name: _____
 Title: _____
 Date: 11/29/2022

By _____
 Deputy

Accounting:

Fiscal Year	Fund	Org	Account	Amount
2022/2023	1001	203050	552600	\$ 0.01
2023/2024	1001	203050	552600	\$ 0.01
2024/2025	1001	203050	552600	\$ 0.01