

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into effective the 1st day of July, 2025 ("Effective Date") between the Siskiyou County Superior Court ("Court") and the County of Siskiyou ("County"), a political subdivision of the State of California, in order to continue to provide Court with drug court coordination and related services from the County's Department of Probation ("DOP").

Whereas, in Fiscal Year 2025-2026, 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 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, 2025 through June 30, 2028.
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 "DOP Obligations" in a timely manner.

TERMS

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.

