

**Amendment I to Memorandum of Understanding
Between
The El Dorado County Probation Department
And
Superior Court of California,
County of El Dorado
Regarding Recidivism Reduction Fund Court Grant Program (RRF)
Pretrial Supervision Program**

This Amendment I to that Memorandum of Understanding #524-M1511 made and entered into by and between the El Dorado County Probation Department (hereinafter referred to as "Probation") and the Superior Court of California, County of El Dorado (hereinafter referred to as "Court"). This MOU sets forth each party's roles and responsibilities as they relate to the Recidivism Reduction Fund Court Grant Program for Pretrial Supervision Program, for the grant period April 1, 2015 through April 30, 2018.

WHEREAS, both parties hereto have mutually agreed to amend Memorandum of Understanding #524-M1511 as the Recidivism Reduction Fund Court Grant Program for Pretrial Supervision Program has been established, is currently in effect and a re-application has been submitted for an additional year of funding. **Section 3. Term** and **Section 5. Compensation for Services** is amended as follows:

3. Term: This MOU is effective April 1, 2015 through April 30, 2018, subject to the election of the Judicial Council to exercise its options to extend the Contract term as provided in Exhibit B, Section 3 of Contract #1030029. Either party may terminate this MOU earlier by providing written notice of intent to terminate to the other party at least thirty (30) days before the intended termination date. In addition and upon notice to Probation, Court may terminate this MOU, in whole or in part, without prejudice to any right or remedy of Court, if expected or actual funding is withdrawn, reduced, or limited in any way. Court may also terminate this MOU for deficient performance of Probation consistent with the requirements of Exhibit B, Section 7 of the Contract.

5. Compensation for Services:

The maximum amount Court may pay Probation under this MOU is **\$384,041.00** for the period **April 1, 2015** through **April 30, 2018**, subject to the provisions of this Section 5. This maximum amount includes all fees and expenses.

Program Start-up Costs, Fiscal Year 2014–2015 (April 1 to June 30, 2015): Probation shall timely provide detail necessary for Court to complete a Program Start-up Cost Report to the Judicial Council that documents the funding needed to initiate Program planning/implementation or enhancement. This Program Start-up Cost Report must detail the funds needed for Probation's personnel and travel costs from April 1, 2015 through June 30, 2015, as outlined in Court's Budget Detail and Narrative/Justification. The report will cover how the funding will be utilized, and include an itemized budget. The budget, as agreed upon in the Contract between Court and the Judicial Council, is attached as Attachment B to this MOU.

Fiscal Year 2015–2016, Fiscal Year 2016–2017, and Fiscal Year 2017-2018: Invoices for reimbursement, with proper financial documentation, should be submitted to Court monthly in arrears by no later than the 10th of the following month. Probation's final invoice must be received by Court no later than May 1, 2018. **Invoices received by Court after May 1, 2018, will not be accepted.**

Probation shall submit invoices to Court in arrears monthly with documentation acceptable to Court to support actual costs billed. Such documentation to be provided to Court monthly includes:

- a. Documentation of Probation Personnel Salaries and Fringe Benefits paid to 1 FTE Deputy Probation Officer(s) under this MOU;
- b. Copies of vendor invoices detailing services and for costs associated with risk assessment tools, drug and alcohol testing, electronic monitoring, continuous alcohol monitoring devices, electronic reminder system;
- c. Adequate backup documentation as deemed necessary by Court to substantiate expenses claimed; and

Subject to compliance with the requirements of the Contract that are applicable to Probation's role as a Subcontractor and this MOU, Court shall reimburse Probation for actual costs incurred following (i) Court's receipt of Grant funds from the Judicial Council and (ii) submission to and acceptance by the Judicial Council of required reports identified in the Contract and Attachment C – Deliverables of this MOU.

If Probation receives payment from Court for a service or reimbursement that is later disallowed, Probation shall promptly refund the disallowed amount upon request. Court may offset the amount disallowed from any payment due or to become due to Probation under this MOU.

IN WITNESS WHEREOF, Court and Probation executed this First Amendment to MOU #524-M1511 on the date or dates indicated below:

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:

_____, Clerk
of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

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**Superior Court of California
County of El Dorado**

By: _____

Suzanne N. Kingsbury
Presiding Judge of the Superior Court
of California, County of El Dorado

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By: _____

Tania Ugrin-Capobianco
Court Executive Officer

El Dorado County Probation Department

By: _____

Andrew Craven
Deputy Chief Probation Officer
Contract Administrator

By: _____

Brian Richart
Chief Probation Officer
Department Head