

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into on this 1st day of December 2024 (“Effective Date”) by and between the Superior Court of California, County of El Dorado (“Court”) and the El Dorado County District Attorney’s Office (“Contractor”). Contractor and Court are sometimes referred to herein collectively as “Parties” or individually as “Party.”

### **RECITALS**

**WHEREAS**, Assembly Bill 178 (Stats. 2022, Section 1) amending the Budget Act of 2022, provided funding “to support court and law enforcement costs to ensure that firearms and ammunition have actually been removed [from individuals] pursuant to court order.” (AB 178.)

**WHEREAS**, pursuant to AB 178, Court is to receive funding from the Judicial Council of California (“Judicial Council”) for the Firearm Relinquishment Grant Program (“Program”) under the terms and conditions of Agreement No. 113340 between the Court and the Judicial Council (“Contract”) to create or expand a firearm relinquishment project (“Project”);

**WHEREAS**, Court desires to subcontract with the Contractor to provide certain Project Activities (“Project” or “Project Activities” or, if singular, “Project Activity”) to complete the Program objectives set forth in the Contract;

**WHEREAS**, the Judicial Council has consented to the Court’s subcontracting with the Contractor for certain activities necessary to complete the Program objectives as set forth in the Contract;

**WHEREAS**, it is the intent of the parties that such activities be in conformity with the Contract and all applicable federal, state, and local laws;

**NOW, THEREFORE**, the Parties hereto agree as follows:

### **AGREEMENT**

#### **1. Project Activities**

**1.1 Scope of Activities.** Any funding provided by the Court (“Funds”) may only be used by Contractor to perform activities related to firearm relinquishment that cannot reasonably or safely be done by the Court.

**1.2 Funds for Project Activities.** The maximum amount the Court will pay Contractor under this MOU is **\$390,966.00**, unless modified by written agreement of the parties (“Amount”). The Court will pay Contractor pursuant to the Reimbursement Process described in Exhibit **B**.

**1.3 Project Schedule.** Contractor will complete all Project Activities no later than April 30, 2028.

**1.4 Funded Activities.** Project Activities that will be funded by the Court include:

The Contractor will assign a full-time D.A. Investigator Liaison tasked with coordinating Relinquishment Team activities.

The liaison will be responsible for the following activities:

- i. Researching and organizing team training;
- ii. Overseeing regular team meetings;

- iii. Reviewing restraining orders and criminal protective orders forwarded by the Court;
- iv. Development of firearms investigation protocols and data collection;
- v. Automated Firearms System entry for civil cases; and
- vi. Managing all post-investigation non-compliance field activities. These activities include serving filed restraining/protective orders, reaching out to prohibited individuals, conducting investigative work, seizing property, coordinating team training, hosting community outreach events, and reporting property details to the Department of Justice.

**2. Project Reporting Requirements**

**2.1** Contractor shall collect uniform data and reporting information as required by the Court including, but not limited to:

- i. The number of filings addressed by type of order.
- ii. The number of firearm-related background checks conducted.
- iii. The range and average number of days from the firearm and ammunition prohibition by the court to confirming removal or relinquishment.
- iv. The number of individuals who relinquish firearms voluntarily, the associated number of firearms relinquished, and to whom firearms were relinquished.
- v. The number of firearms removed by law enforcement and their disposition.

**2.2** Participate fully in any Judicial Council sponsored evaluation of the Project.

**2.3** Contractor will submit periodic reports to the Court as set forth in Table A-1. The purpose of the periodic reports is to provide the Court and the Judicial Council with an evaluation of the Project. Failure to supply a periodic report will result in a delay of payment under this MOU.

**Table A-1**

<b>Description/ Period of Performance</b>	<b>Due Date</b>
December 1, 2024 – February 28, 2025	<b>March 14, 2025</b>
March 1 – May 31, 2025	<b>June 16, 2025</b>
June 1 – August 31, 2025	<b>September 15, 2025</b>
September 1 – November 30, 2025	<b>December 15, 2025</b>
December 1 – February 28, 2026	<b>March 16, 2026</b>
March 1 – May 31, 2026	<b>June 15, 2026</b>
June 1 – August 31, 2026	<b>September 15, 2026</b>
September 1 – November 30, 2026	<b>December 15, 2026</b>
December 1, 2026 – February 28, 2027	<b>March 15, 2027</b>
March 1 – May 31, 2027	<b>June 15, 2027</b>
June 1 – August 31, 2027	<b>September 15, 2027</b>
September 1 – November 30, 2027	<b>December 15, 2027</b>

Description/ Period of Performance	Due Date
December 1, 2027 – February 29, 2028	<b>March 15, 2028</b>
March 1 – April 30, 2028	<b>May 15, 2028</b>

- i. A template and instructions for submitting periodic reports will be sent electronically to the Contractor by the Court or Judicial Council. The Judicial Council or Court may revise data collection and/or reporting requirements at any time, as needed by the Judicial Council to complete its report to the Legislature. The Contractor shall have at least 30 days to incorporate new data and/or reporting requirements into their reporting system and, as necessary.
- ii. Verification. Upon request by the Court for additional back-up information regarding any Project Activity, Contractor shall provide such backup within 15 calendar days of the Court's request.
- iii. Dispute Resolution. The Parties agree to work in good faith to attempt to reach a mutually satisfactory resolution of any dispute arising from the Project Activities or any work done or proposed to be done under this MOU.
- iv. Retention of Records and Audit. The use by Contractor of funds received from the Court is restricted solely to the implementation of firearms relinquishment activities in accordance with AB 178 and this MOU. The Contractor shall maintain all financial data, supporting documents, and all other records relating to the performance and billing under this MOU for a period in accordance with state and federal law, a minimum retention period being no less than five (5) years. The retention period begins upon the date of submission of the final request for payment to Court. Contractor must permit the authorized representative of the Court, the Judicial Council, or their designees to inspect or audit, at any reasonable time, any records related to this MOU. This MOU is subject to review and audit by the State Auditor.
- v. No Supplanting. Funds provided by the Court to Contractor shall not be used to supplant or replace already allocated funding for the salaries of Contractor staff or other Contractor expenses. Pursuant to this MOU, Contractor certifies that no supplantation of federal, state or local funds shall occur in its provision of Project Activities. Funds provided by the Court shall only be used for new or expanded Project Activities for which no funds have been previously identified.
- vi. Lobbying. Funds provided by the Court to Contractor shall not be used, indirectly or directly, to influence executive orders or similar promulgation by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.
- vii. Political Activities. Contractor shall not contribute or make available funds provided to the Contractor to any political party or association, or to the campaign of any candidate for public or party office. Contractor shall not use funds awarded to advocate or oppose any ballot measure, initiative, or referendum. Contractor and employees of Contractor shall not identify the Court or the Judicial Council with any partisan or nonpartisan political activity associated with the political party or association or campaign or any candidate for public or party office.

### **3. Term/Termination**

**3.1 Term.** The term of this MOU shall commence on the Effective Date and shall expire on May 15, 2028, unless terminated by either Party in accordance with this MOU ("Term").

**3.2 Termination.** Either Party may terminate this MOU without cause (for convenience) by giving at least 30 calendar days' notice to the other Party. The Court's obligations under this MOU are subject to availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or termination of this MOU. Either Party may terminate this MOU, in whole or in part, immediately "for cause" if (i) the other Party fails or is unable to meet or perform any of its duties under this MOU, and this failure is not cured within ten (10) days following notice to that party of a notice of default; or (ii) Contractor makes or has made under this MOU any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

**3.3 Procedure on Termination.** No later than 15 days after termination of this MOU for any reason: (i) each Party shall promptly provide to the other Party any and all finished and unfinished reports, data, studies, and other documents prepared pursuant to this MOU and required by law or by this MOU to be provided to the other Party; (ii) the Contractor shall provide to the Court all reports, data, or other documents required by law or by this MOU.

**3.4 Survival.** Rights and obligations of the Parties that, by their nature, should survive the termination or expiration of this MOU, including but not limited to sections 2 and 3, shall remain in effect after termination or expiration of this MOU, including any section of this MOU that states it shall survive such termination or expiration.

### **4. General Provisions**

#### **4.1 Deficient Performance**

- i. In the event the Court deems the Contractor to be deficient in any aspects of performance under this MOU, the Contractor shall submit a proposed corrective action plan to the Court. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) days after notification of the deficiencies. Should the Contractor fail to present a corrective action plan as required or take appropriate corrective action, the Court shall notify the Contractor in writing that this MOU is terminated or suspended, in whole or in part.
- ii. Without limitation, the Court may suspend or terminate the MOU in whole or in part, in accordance with the provisions of this MOU, for the following reasons:
  - a. An expenditure outside the Project scope.
  - b. Court or Contractor's non-compliance with any applicable laws, regulations, or with the terms and conditions of this MOU.

#### **4.2 Suspension of Work**

The Court may, at any time, issue a Suspend Work Order to require the Contractor to stop all, or any part, of the Project Activities of this MOU, for a period up to ninety (90) days after the Suspend Work Order is delivered to the Contractor, and for any further period to which the Parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Project Activities covered by the

Suspend Work Order during the period of Project Activities stoppage. Within a period of ninety (90) days after a Suspend Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Court shall either:

- i. Cancel the Suspend Work Order; or
- ii. Terminate the Project Activities covered by the Suspend Work Order, pursuant to termination provisions in this MOU.

If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Contractor shall resume Project Activities. The Court shall make an equitable adjustment in the delivery schedule, if applicable.

**4.3 Entire Agreement.** This MOU contains the entire and complete understanding of the Parties hereto and supersedes any and all other previous or contemporaneous agreements, representations, and warranties, whether oral or written.

**4.4 Amendment.** No addition to or alteration of the terms of this MOU shall be valid unless made in the form of a written amendment to this MOU that is formally approved and executed by the Parties.

**4.5 Days.** Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday, holiday, or furlough day of either Party, such payment shall be made or act performed on the next succeeding business day.

**4.6 Further Assurances.** Each Party hereto agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.

**4.7 Assignment.** Contractor may not assign, delegate, or subcontract this MOU, in whole or in part, without the prior written consent of the Court, and any such attempted assignment, delegation, or subcontracting without consent shall be void.

**4.8 Notices.** Any notices required or permitted hereunder shall be in writing and may (a) be personally delivered; (b) be mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) be sent by reputable overnight delivery service; addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to Court: Superior Court of California, County of El Dorado  
2850 Fairlane Court, Suite 110  
Placerville, CA 95667

If to Contractor: El Dorado County District Attorney's Office  
778 Pacific Street  
Placerville, CA 95667

**4.9 Waiver.** Any waiver by either Party hereto of a breach of any of the terms of this MOU shall not be construed as a waiver of any succeeding breach of the same or other term of this MOU.

**4.10 Binding Effect.** This MOU shall be binding upon the permitted successors and assigns of the Parties, subject to the non-assignment provision previously stated.

**4.11 Counterparts.** This MOU may be executed in one (1) or more counterparts, all of which together shall constitute one and the same agreement.

**4.12 Severability.** In the event any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way, and the Parties wish for this MOU to be reformed by court order or directive to the greatest extent possible to reflect their original intent.

**4.13 Governing Law.** This MOU shall be construed under the laws of the State of California, without regard to its conflict of law provisions.

**4.14 Certification of Authority to Execute this MOU.** The Parties certify that the individual(s) signing below on behalf of the Party has authority to execute this MOU on behalf of the Party and may legally bind the Party to the terms and conditions of this MOU, and any attachments hereto.

**4.15 Independent Contractor.** Contractor shall perform this MOU as an independent contractor, exercising due care and conducting the Project Activities with such skill that is customary for providers of such activities. Contractor and the officers, agents, employees, and personnel of Contractor are not, and shall not be deemed, judicial branch employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to judicial branch employees.

**4.16 Compliance with Laws.**

- i. Attached to this MOU as Exhibit A is a copy of the relevant portions of AB 178, which authorizes Contractor to enter into this MOU.
- ii. Each Party's performance of its obligations under this MOU is subject to compliance with applicable federal, state and local laws, rules, and regulations. Each Party will comply with all laws, rules, and regulations applicable to the performance of this MOU, including laws, rules, and regulations prohibiting discrimination and unlawful harassment. Notwithstanding any provision to the contrary in this MOU, the Parties agree that no provision of this MOU will require any Party to violate any applicable statute, rule of law, or regulation.
- iii. Contractor certifies, under penalty of perjury, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code), and (iv) any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

**4.17 Insurance.** Contractor shall procure and provide to the Court proof of adequate insurance coverage before commencing the Project Activities. The Contractor's insurance policies must be endorsed to include the Court as an additional insured. The Court must receive certificates of insurance from Contractor prior to the beginning of any Project Activities. Contractor shall maintain insurance coverage that is appropriate to its operations and the nature of the Project Activities. Alternatively, Contractor shall provide to the Court proof of adequate self-insurance appropriate to its operations and the nature of the Project Activities.

**4.18 Indemnity.** Contractor shall indemnify, defend, and hold harmless the Court and California judicial branch entities from all claims, expenses, costs, or liabilities arising out of Contractor's negligent acts or omissions.

**4.19 Judicial Council.** The Judicial Council shall be deemed to be a third-party beneficiary of this MOU.

**4.20 Confidentiality.** Contractor shall keep confidential all financial, statistical, and personal information (including information regarding Court users and Court personnel) relating to the Court's or the Judicial Council's operations, including information designated as confidential or which a reasonable person would deem to be confidential.

**4.21 Risk Allocation:** The Parties waive the per capita risk allocation set forth in Government Code section 895.6. Instead, the Parties agree that if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this MOU, the Parties' respective pro rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.

**4.22 Electronic Signatures:** Each party agrees that the signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**4.23 Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as of the Effective Date.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District Attorney  
Vern Pierson

**-- SUPERIOR COURT OF CALIFORNIA --  
-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. Vicki Ashworth  
Presiding Judge



**EXHIBIT A**  
**Requirements under Assembly Bill 178 (Stats. 22, ch. 45)**

“11. Of the amount appropriated in Schedule (3), \$40,000,000 shall be allocated to the Judicial Council to support a court-based firearm relinquishment program to ensure the consistent and safe removal of firearms from individuals who become prohibited from owning or possessing firearms and ammunition pursuant to court order. This funding shall be available for encumbrance or expenditure until June 30, 2025.<sup>1</sup> Any unspent funds shall revert to the General Fund.

12. Of the amount appropriated in Provision 11, \$36,000,000 shall be allocated to the Judicial Council to support a firearm relinquishment program. The Judicial Council shall select the courts and determine specific allocation amounts, ensuring that there is diversity in geographic location and court size. The Judicial Council, at minimum, shall prioritize those courts with higher numbers of domestic violence restraining orders or gun violence restraining orders. The Judicial Council may also consider prioritizing counties with higher rates of gun ownership or higher increases in gun ownership since March 2020.

13. The amount allocated in Provision 12 may be used to support court and law enforcement costs to ensure that firearms and ammunition have actually been removed pursuant to court order. Priority shall be given to activities related to domestic violence restraining orders, gun violence restraining orders, or any other civil court order. Permissible activities include, but are not limited to, the following:

- a) Processing cases, providing assistance with competing forms, conducting compliance hearings, making referrals to prosecuting agencies and law enforcement, and coordinating the relinquishment of firearms and weapons pursuant to criminal or civil court orders.
- b) Processing and serving court orders, informing individuals how they may relinquish their firearms and ammunition, investigating whether they have been relinquished, and removing them where necessary.
- c) Consulting and updating firearms-related systems, including the Automated Firearms System, as well as reporting firearm disposition information to the Department of Justice.
- d) Collecting data and reporting information as required by the Judicial Council.
- e) Regional planning, coordination, or collaboration with neighboring courts, law enforcement, or other partners.
- f) Any activities associated with implementing Chapter 685 of the Statutes of 2021.

14. Each court that receives funding pursuant to Provision 12 shall contract with at least one law enforcement agency located within the county for activities that cannot reasonably and safely be conducted by the court. Law enforcement agency is defined as probation departments, sheriff's offices, police department, or multiagency teams including some or all of these agencies in a jurisdiction. Such activities include, but are not limited to, investigating whether firearms and ammunition have been relinquished, removing them if necessary, and reporting firearm disposition information to the Department of Justice. At least 30 percent of the funding allocated to each court shall be available for court contracts with law enforcement agencies.

15. The Judicial Council shall determine the process and criteria used to allocate the funding available in Provision 12. Each court seeking funding, at minimum, shall provide the following information: a description of the activities that shall be supported, the proportion that will be used for activities pursuant to civil versus criminal proceedings, the number of staff that will be supported, any entity with which the court may contract to provide a service, and a copy of the

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<sup>1</sup> AB 157 (Stats. 24, ch. 994) provided an extension for a portion of the funding to allow the council to move forward with a third cycle of funding for courts and to complete an evaluation.

contract with one or more law enforcement agencies.

16. Of the amount appropriated in Provision 11, up to \$4,000,000 shall be retained by the Judicial Council for costs associated with supporting, conducting oversight, collecting data, and evaluating the firearms relinquishment program. The Judicial Council shall contract with the University of California Firearm Violence Research Center at the University of California, Davis, or an equivalent entity to conduct the evaluation of the firearm relinquishment program and submit a report to the Legislature pursuant to Section 9795 of the Government Code, no later than March 1, 2025.<sup>2</sup> Any funds unspent for this purpose may be allocated to the courts that receive funding from the Judicial Council pursuant to Provision 12 for the uses specified in Provision 13.

17. Each court and their contractors who are granted funding from the Judicial Council shall report funding, outcome, and any other data required by the Judicial Council. The Judicial Council's reporting requirements shall include, to the extent permitted by law, the information required by the University of California Firearm Violence Research Center at the University of California, Davis, or equivalent entity.

18. By October 1 of each year, beginning in 2023 and ending in 2025, the Judicial Council shall provide a report to the Joint Legislative Budget Committee describing how the funding has been allocated, how the funding has or will be used by each court, the structure of the program at each court, the roles and responsibilities of the court and its contractors, any implementation challenges or other challenges faced, and key data outcomes by each court. Such outcomes, at minimum, shall include: the number of filings addressed by type of order, the number of firearm-related background checks conducted, the range and average number of days from the firearm and ammunition prohibition by the court to removing or confirming relinquishment, the number of individuals who relinquish firearms voluntarily, the number relinquished, to whom the firearms were relinquished, and the number of firearms removed by law enforcement and their disposition.”

***END OF EXHIBIT***

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<sup>2</sup> Under AB 157, the deadline for submitting an evaluation is September 30, 2026.

**EXHIBIT B**  
**Payment Provisions**

1. Amount

- A. The maximum amount the Court will pay Contractor under this MOU is \$390,966.00 (“Amount”), unless modified pursuant to Section 6 below. The Court will pay Contractor pursuant to the Reimbursement Process described in Section 4 below.
- B. The Amount must be used exclusively for Project Activities.

2. Funding Requirements

Contractor will comply with the following requirements:

- A. Funding from this MOU may not be expended by Contractor or reimbursed by the Court beyond April 30, 2028, with the final approved Request for Funds received by the Court no later than May 05, 2028.
- B. Funds may not be used:
  - i. To contract with a current employee of any judicial branch entity on the Contractor employee’s own behalf, or with a former employee of the Court or the Judicial Council, as prohibited by rules 10.103 and 10.104 of the California Rules of Court;
  - ii. For the construction or rental of facilities;
  - iii. For routine replacement of office equipment, furnishings or technology; or
  - iv. To pay indirect costs.

3. Reimbursable Expenses

- A. Court funding of Project Activities is subject to the Court’s acceptance and review of the Project Activities. If the Court rejects any request by Contractor for reimbursement, Contractor shall modify such request at no expense to the Court to correct the relevant deficiencies within ten (10) business days after the Court’s rejection, unless otherwise agreed in writing by the Court. Thereafter, the Parties shall repeat the process set forth in this section until the Court accepts such corrected request. The Court may, at any time, issue a suspend work order to require Contractor to stop all, or any part, of the Project Activities, for a period up to ninety (90) days. If the suspend work order issued under this provision is canceled or the period of the suspend work order expires, Contractor shall resume the Project Activities.
- B. Contractor may bill the Court for the allocable, allowable and reasonable personnel services, including hourly rates and operating expenses associated with the Project and the Project budget as approved by the Judicial Council and provided in the Contract. Operating expenses shall consist of actual costs paid by Contractor for Project expenditures. Operating expenses include but are not limited to: staff training, office supplies, furniture, travel, printing, publishing, photocopying, postage, etc.

4. Reimbursement Process

- A. To be reimbursed, expenses must be between December 1, 2024 and April 30, 2028.

- B. Reimbursement is contingent upon the Court's confirmation that a submitted Report of Expenditures and Request for Funds complies with the requirements of this MOU. Contractor must submit the reimbursement request and all associated documentation to the Court by the 5<sup>th</sup> of each month that includes all allocable, allowable and reasonable costs for the Project for the period covered by the Request for Funds.
- C. Reimbursement requests must be submitted to [court-ap@eldoradocourt.org](mailto:court-ap@eldoradocourt.org) and [swilliams@eldoradocourt.org](mailto:swilliams@eldoradocourt.org).
- D. The Contractor must submit a Report of Expenditures and Request for Funds monthly using a form agreeable to both Parties.
- E. Contractor must provide copies of actual invoice for goods purchased. Purchase order forms, bank credit or debit card statements, County journal entry forms, e-mail communications between vendors and employees, and internal payment records will not substitute for the actual vendor invoice. Contractor must provide payment information, such as check/warrant numbers and paid dates noted on the vendor receipts of a copy of the vendor payment check to substantiate the amount claimed. Contractor's claim will not be processed until all required documentation and/or information is provided.
- F. All vendor invoices must include the vendor's name, address, the party being billed, description of goods and services purchased, date of purchase, receipt number, cost per unit, total quantity purchased, and the total costs. For professional services, a vendor may submit a claim on its letterhead. In that case, the vendor invoice must reflect all of the items above and a description of services provided.
- G. The invoice of internet orders must clearly provide the vendor name and address, date of order, description of goods and services, unit price, quantity ordered, total costs, and the name of the person or organization purchasing the goods and services.
- H. Contractor must have a written agreement with the party if any Project Activities are performed by a party other than Contractor. Contractor must submit a copy of the agreement with any such subcontractor to the Court. Contractor's claim will not be processed for payment until Contractor submits a copy of such agreement to the Court.
- I. For reimbursement, goods must be ordered and services must be performed during the contract period of December 1, 2024 to April 30, 2028 ("Term"). All obligations for goods ordered and services performed during the Term must be fully paid prior to the Contractor's final Report of Expenditures and Request for Funds. The Contractor's final Report of Expenditures and Request for Funds must be received by the Court no later than May 05, 2028.
- J. Recording of Hours or Costs Expended.
  - i. Time Sheet. Contractor must submit Time Sheets using the form provided by the Court for all time pertaining to this Project. All Project-funded staff must submit time sheets reflecting 100% of hours worked for a particular pay period. These time sheets must include the original signatures of both the employee and a supervisor.
  - ii. Report of Expenditures for Funds. The Contractor must submit a Report of Expenditures and Request for Funds to the Court monthly using a form

agreeable to both Parties. A Contractor representative shall sign the Report of Expenditures and Request for Funds.

K. Transportation, Meals and Lodging Expenses.

- i. Contractor may be reimbursed for actual expenses incurred for reasonable and necessary transportation, meals, lodging and other travel-related expenses required to perform the work of this MOU. For overnight travel, the Court will reimburse the Contractor for reasonable and actual meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per day:
  - a. Breakfast - \$8.00
  - b. Lunch - \$12.00
  - c. Dinner - \$20.00
- ii. Incidental expenses shall not exceed six dollars (\$6.00) per person for each full 24-hour period. The Court will not reimburse Contractor for incidental expenses incurred in connection with travel of less than 24 hours or for fractional days.
- iii. Lodging costs may not exceed \$250.00 per person per day plus tax and energy surcharge in San Francisco County; \$125.00 per person per day plus tax and energy surcharge in Monterey and San Diego Counties; \$120.00 per person per day plus tax and energy surcharge in Los Angeles, Orange and Ventura Counties; \$140.00 per person per day plus tax and energy surcharge in all other California counties.
- iv. For necessary private vehicle ground transportation usage, the Court will reimburse the Contractor at the applicable IRS-approved rate per mile.
- v. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the person whom the Court designates as the Project manager agrees otherwise in writing.
- vi. Contractor must provide actual copies of all receipts for reimbursement of transportation and lodging expenses.
- vii. Contractor must provide documentation which reflects the purpose and duration of the travel, such as meeting agendas, conference brochures or prospectuses, registration documents, etc.
- viii. Out of State Travel Request: Any travel outside California is considered out of state travel. Contractor must submit an out of state travel approval request using the form provided by the Court to request reimbursement for out of state travel expenses. To be reimbursed, all out of state travel must be pre-approved by the person whom the Court designates as the Project's manager before any such expenses are incurred.

5. Disbursement Process

- A. If Contractor receives reimbursement from the Court for goods or services that are later disallowed by the Judicial Council, the Contractor will promptly refund the disallowed amount to the Court upon the Court's request. At its option, the Court

may offset the amount disallowed from any payment due or that may become due to the Contractor under this MOU or any other agreement.

6. Budget Modifications

- A. Authorized Contractor personnel shall submit a written request to the person whom the Court designates as the Project's manager requesting any Project changes, including personnel changes, and explaining the need for such changes. Upon written approval by the Court, if the requested changes include budget changes, the Contractor will submit a revised Project budget. Unless an amendment is necessary, as provided in section B below, once the revised budget and budget narrative are approved by the Project's manager designated by the Court, the Contractor may use the revised budget.
- B. A written amendment to this MOU pursuant to MOU section 4.4 shall be required if requested budget changes exceed the amounts set forth in subsections (i) or (ii), below. If requested changes do not exceed these amounts, however, no such amendment shall be required.
  - i. A cost increase to any existing line item of a reimbursable category in the Project budget (personnel, operating and/or indirect costs) which is more than ten percent (10%) of the Amount; or
  - ii. A new line item not included in the Project budget.

***END OF EXHIBIT***