

Superior Court of California, County of Sonoma
and
County of Sonoma
Memorandum of Understanding
for
The Use and Provision of Court and County Services

THIS MEMORANDUM OF UNDERSTANDING is entered into as of July 1, 2023, by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA, hereinafter referred to as the “COURT” and the COUNTY OF SONOMA, hereinafter referred to as the “COUNTY” (each, a “party” and collectively, the “parties”).

WHEREAS, the COURT and COUNTY desire that COUNTY continue to provide support services to the COURT for Trial Court Operations as set out in California Rules of Court, rule 10.810 (“CRC 10.810”) including, but not limited to, services provided by: County Counsel, Public Infrastructure, and Information Systems, and that the COUNTY shall continue to use and the COURT shall continue to provide services including, but not limited to: the collection and distribution of fees, fines, and forfeitures to various COUNTY departments as required by law, and the administration of the Alternative Dispute Resolution Program. The parties seek to formulate and maintain a cooperative working relationship and maintain the activities of the COURT and the COUNTY in a manner that ensures that services to the people of the County of Sonoma not be disrupted.

WHEREAS, pursuant to Government Code Section 77212(d)(1) and (2) “this subdivision applies to services to be provided in fiscal year 1999-2000 and thereafter: ...the presiding judge of that court and the county... shall enter into a contract... The contract shall identify the scope of service, method of service delivery, term of agreement, anticipated service outcomes, and the cost of the service...”

WHEREAS, pursuant to Government Code Section 77009(g) “a county...may bill trial courts within its jurisdiction for costs of services provided by the county...as described in Sections 77003 (CRC 10.810 costs) and 77212, including indirect costs as described in paragraph (7) of subdivision (a) of Section 77003 and Section 77212.

WHEREAS, Government Code Sections 77212(b) and (c) give COURT and COUNTY, starting on July 1, 1998, the option to terminate the above-mentioned services as provided in the statute.

NOW THEREFORE, the COURT and the COUNTY agree as follows:

AGREEMENT

1. SCOPE OF SERVICES

1.1 This Memorandum of Understanding includes the Exhibits attached hereto as may be amended, all of which are incorporated by reference (the “MOU”). Effective July 1, 2023 through June 30, 2028, COUNTY will provide services to COURT as set forth in the Exhibits, as related to the support of Trial Court Operations (“County Services”), and COURT will provide services to COUNTY as set forth in Exhibit D, (“Court Services”) and COUNTY to provide archival storage services to COURT as set forth in Section II of Exhibit B (“Public Infrastructure”).

1.2 The parties will continue to provide uninterrupted services, other than any services terminated pursuant to Section 7 in good faith should negotiations for a subsequent MOU extend beyond June 30, 2028.

1.3 Exhibits to this MOU are renewable each fiscal year and may be amended by mutual written agreement of the parties as provided in Section 9 below.

1.4 The Exhibits identify an estimated cost of services, the method for calculation of the actual cost of services, the scope of services, method of service delivery, performance standards, and procedures for modification of terms established in the Exhibits. Unless otherwise indicated, the Exhibits identify direct cost and information for the fiscal year 2023-2024; subsequent year costs will be provided as set forth in paragraph 1.6 and may not exceed actual costs pursuant to State law.

1.5 The Parties will endeavor to reach a mutual agreement on changed charges or rates in a timely manner so that both parties hereto have sufficient time to give proper notice of termination under Section 7 below in the event agreement is not reached.

1.6 By February 1 of each year, COUNTY will provide the estimated cost of anticipated services to be provided in the next fiscal year. If agreement on the scope or cost of any service to be provided is not reached by March 1, subject to Section 7 below, COUNTY may send COURT notice that such services will be terminated at the end of the fiscal year. COURT and COUNTY may continue negotiations on such services if both parties agree to do so, and if agreement is reached, those services may be continued as agreed upon.

2. COMPENSATION

2.1 Compensation for Services. In consideration for services provided, and subject to CRC 10.810, the Parties will compensate each other at the rates set forth in the Exhibits hereto.

2.2 County Services. The COURT and the COUNTY agree that the COUNTY will continue to provide the COURT with allowable Trial Court Operations (CRC 10.810) support services as described in the Exhibits regarding each COUNTY service provider. Charges assessed to the COURT for these COUNTY-provided services

will not exceed the costs incurred by the COUNTY for providing similar services to COUNTY departments or special districts pursuant to Government Code Section 77009(g).

2.3 Charges. Direct charges include the costs of direct services that COUNTY departments provide to the COURT. Charges for indirect services include those costs (“A-87 Costs”) that the COUNTY allocates annually to the COURT pursuant to the OMB A-87 Cost Allocation Plan (“CAP”). The CAP details the actual expenditures of departments that provide indirect services to Court, and specifies allocation methodologies the departments use to distribute costs.

2.4 Cost Allocation Plans. The COURT and the COUNTY mutually agree that the A-87 costs will be updated and adjusted for each fiscal year based upon the applicable CAP for each fiscal year. The COURT will pay the difference between the estimated and actual A-87 Costs for a fiscal year in the form of a “roll forward” (“claimable costs”) that will therefore be a part of these calculations for ongoing contract costs. Should the difference between estimated and actual A-87 Cost result in a credit to the COURT, the COUNTY will apply the credit for any fiscal year against the charges to the COURT in the next fiscal year or make payment to the COURT.

2.5 Court Services. The COURT will continue to provide the COUNTY with support services as described in Exhibit D. The Exhibit details the methodologies the COURT uses to allocate costs of services provided to the COUNTY or administration charge calculations, the method of service delivery, scope of services and performance standards, and procedures for the modification of terms established in Exhibit D.

2.6 Archival Services. COUNTY will provide COURT with archival storage services for the COURT archives which are currently located at premises leased by COUNTY (“Archival Premises”) under a term expiring July 31, 2028. For as long as the COURT archives are stored at the Archival Premises, COURT shall pay its prorata share of all rent and related costs associated with leasing of the Archival Premises, and COUNTY shall invoice COURT quarterly for said prorata share which shall be paid within 30 days of COURT’s receipt thereof. The scope of services, explanation of rent and costs for the Archival Premises and method of calculating said prorata share, and rental increases is set forth in Exhibit B.

3. METHOD OF REIMBURSEMENT

3.1 The COURT shall reimburse the COUNTY on a monthly basis or as otherwise specified in the Exhibits for the provision of County Services as contained in the attached Exhibits. The COURT shall pay as invoiced within 30 days of billing unless the COURT is contesting a bill in which case the COURT shall follow the procedure set out in paragraphs 3.4 and 3.5 and Section 4.

3.2 The COUNTY shall reimburse the COURT for the provision of Court Services as described in Exhibit D. The COUNTY shall pay as invoiced within 30 days

of billing unless the COUNTY is contesting a bill in which case the COUNTY shall follow the procedure set out in paragraphs 3.4 and 3.5 and Section 4 below.

3.3 Invoices. Unless otherwise provided in the applicable Exhibit, COUNTY will submit written invoices with supporting documentation to the Presiding Judge of the COURT (the “PJ”), or his or her designated officer, stating in each instance the County Service rendered and the rate for such County Service. All charges for County Services rendered will be made only to the extent allowable under Government Code Section 77003 and CRC 10.810. COURT will submit written invoices with supporting documentation to the County Administrator, or his or her designated officer, stating in each instance the Court Service rendered and the rate for such Court Service. All charges by COURT to COUNTY for Court Services rendered will be made only to the extent allowable under this MOU.

3.4 Request for additional information. If either party believes it needs additional information to evaluate any invoice, the party will request such additional information in writing within 15 days of having received the invoice. “Writing” can be formal letter, fax, or e-mail. The party to whom the request is addressed will notify the requesting party of the estimated time within which a response will be forthcoming. Any portion of the invoice that requires evaluation of requested information will not be due until 30 days after the requested information has been provided. The remainder of the invoice will be paid by the end of the initial 30-day period. If a party believes that all relevant information has been provided and a request for information is not made in good faith, but is instead being used as a means to delay payment of an invoice, the party may, instead of complying, initiate the billing resolution process set out in Section 4 below.

3.5 Late charges. Any invoice that is not paid within the time frames specified in this MOU or an Exhibit may be subject to a late charge. The purpose of the late charge is to reimburse the unpaid party for any and all additional expenses incurred as a result of the invoice not having been paid when due. The parties have agreed to include a late charge in this MOU solely because of the unique circumstances in the County of Sonoma related to the COUNTY’s use of services provided by the COURT and COURT’s use of services provided by the COUNTY. The late charge, if assessed by either party for FY 23-24 will be \$93, representing an average cost to follow up on an unpaid invoice. The components of this average cost include to two 15-minute phone calls from the departmental staff to the COURT, charged at \$17 per call; creation of a duplicate invoice, 15 minutes, charged at \$17; phone call between departmental staff and County Administrator, 15 minutes, charged at \$38; and courier service, charged at \$4.00. The late charge for subsequent fiscal years will be based on the same time and component assumptions but will be increased to include the increased salary costs of applicable employees.

4. DISPUTE RESOLUTION

The parties agree to work in good faith to attempt to reach a mutually satisfactory resolution of any dispute arising from this MOU. The following process will apply to facilitate resolution of any dispute. Parties remain free to invoke any other mutually

acceptable means, in addition to the agreed-upon process set out below, to resolve disputes. With respect to billing disputes on unpaid bills, parties agree to begin the dispute resolution process before a bill is overdue (i.e., within 30 days of initial billing, if additional information is not requested; or within 30 days of receipt of additional information pursuant to paragraph 3.4 above).

4.1 Meeting of County Department Head and Court Division Chief. Within 20 days of a request by either party, the County Department Head and the Court Division Director or Manager (“the department heads”) shall meet to address any dispute arising from this MOU. If the department heads are not able to resolve the dispute, they shall nevertheless reduce to writing a statement describing what is in dispute and submit it to their Administrative or Executive Officers.

4.2 Meeting of County Administrative Officer and Court Executive Officer. If the dispute is not resolved to the satisfaction of both parties by the meeting of the department heads, then within 20 days of the meeting held pursuant to paragraph 4.1 above, the County Administrator or his designee, and the Court Executive Officer or her designee (“the Administrators”), agree to meet to try to resolve the dispute. If agreement is reached by the Administrators, the department heads will take such steps as may be necessary to implement the resolution. If agreement is not reached within 20 days of the Administrators’ meeting, the parties reserve their right to pursue any legal remedy available to the aggrieved party.

4.3 Continuation of Services. Whenever the parties disagree on any matter governed by this MOU, the dispute resolution process discussed in this Section 4 will govern. Until the dispute is resolved, each party will continue to provide the agreed upon services and the other party will continue to make payments in the manner required by this MOU. The parties will work in good faith to attempt to reach a mutually satisfactory resolution of any dispute arising from this MOU.

4.4 Right to Substitute Performance. In the event that a party materially fails to provide any agreed upon service satisfactory to the receiving party for more than ten (10) days after written notice of default and demand for performance, the receiving party has the right to retain an outside contractor to perform the service: 1) if the process under sections 4.2 and 4.3 has been completed and the issue has not been resolved, or 2) the parties mutually agree to allow substitute performance prior to completion of the process under sections 4.2 and 4.3, or 3) the failure would result in a threat to court security or public safety. The defaulting party will be responsible for any cost incurred by the other party to obtain the services of an outside contractor and will reimburse the other party within twenty-four (24) days of receipt of an invoice for such services. Any dispute arising in connection to this paragraph 4.4 will be resolved in accordance with this Section 4.

5. DESIGNATED LIAISON; COOPERATION

Each COUNTY department shall maintain an ongoing relationship with the COURT by providing a designated liaison or liaisons from the COUNTY department

who will have the responsibility for coordinating and providing services to the COURT. COURT may identify to COUNTY outside vendors of goods or services to COURT. COUNTY will at all times cooperate with such vendors so identified and will advise COURT of any cooperation or coordination problems that may arise. The COURT will provide a designated liaison or liaisons to the appropriate COUNTY department to coordinate services provided by the COURT to the COUNTY.

6. ANNUAL MEETING AND PERFORMANCE EVALUATION

At the request of either party, the COURT and the COUNTY shall meet annually during the month of December to: 1) review fiscal year-to-date performance of the COUNTY in providing specified support services to the COURT and determine the services to be provided and the proposed budgeted amount for the upcoming fiscal year; and 2) to review fiscal year-to-date performance of the COURT in providing specified services to the COUNTY and to determine the services to be provided and the proposed budgeted amount for the upcoming fiscal year. If significant changes are contemplated by the COURT or the COUNTY in the services provided, every effort will be made by either party to give tentative notice at least six months prior to fiscal year-end.

7. NOTICE PROCEDURES FOR UNILATERAL CESSATION OF SERVICES

The COUNTY may give notice to the COURT that the COUNTY will no longer use or provide a specific service except that the COUNTY shall cooperate with the COURT to ensure that a vital service for the COURT shall be available from the COUNTY, or other entities that provide such services.

The COURT may give notice to the COUNTY that the COURT will no longer use or provide a specific service and the COURT shall cooperate with the COUNTY to ensure that a vital service for the County shall be available from the Court or other entities that provide such services.

Every effort will be made by either party to give tentative notice at least six months prior to the end of the fiscal year. As required by Government Code Sections 77212(b) and 77212(c) final notice must be given no less than 90 days prior to the end of the fiscal year. Termination of the service will become effective only upon the first day of the succeeding fiscal year.

8. WAIVER OF PER CAPITA RISK ALLOCATION; INDEMNIFICATION

In lieu of the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code section 895.6, to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party will not be shared pro rata, but instead the COUNTY and the COURT agree that pursuant to Government Code section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, judges, subordinate judicial officers, employees and agents, harmless from any claim, expense or cost (including attorneys'

fees and costs), damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omission or willful misconduct of the indemnifying party, its officers, board members, judges, subordinate judicial officers, employees and agents, under or in connection with or arising out of the performance of this MOU.

9. AMENDMENTS

Except as otherwise provided herein, amendments to this MOU, including adjustments to County Services or Court Services or charges or rates or reimbursement amounts specified in the Exhibits due to a reduction or limitation in available funding or otherwise, may be made at any time during the term of this MOU only upon written mutual agreement of the COURT and the COUNTY executed by duly authorized representatives.

The Department Heads of the departments providing COUNTY Services are authorized, with the written approval of the County Administrator, to execute amendments to the Exhibits regarding the services provided by their respective departments to the extent that changes in services do not result in staffing or budget amendments.

10. RECORDS RETENTION; AUDIT

Each party will permit authorized representatives of the other party and/or its designee at any reasonable time to inspect, copy, or audit and any and all records and documentation related to the performance of services under this MOU, including records related to billings and other financial records. Each party will allow the auditors access to such records during normal business hours and will allow the auditors to interview any employees or others who might reasonably have information related to such records. Further, each party will include a similar right to audit records and interview staff in any subcontract for services provided under the MOU. Each party will maintain all records and documentation related to the performance of this MOU in an accessible location and condition for a period of not less than 4 years after final payment is received pursuant to this MOU or until after final audit has been resolved, whichever is later.

11. INDEPENDENT CONTRACTOR

Each party, with its departments as its agents, will perform services under this MOU as an independent contractor, exercising due care and providing services with such skill that is customary for providers of such services. In the performance of services under this MOU, each party and its personnel will perform as, and shall be deemed, independent contractors with respect to the services provided to the other party. Personnel of a party providing services under this MOU to the other party shall not be considered officers, agents or employees of the other party for any purpose, including workers' compensation, and will not be entitled to any of the benefits accorded to employees of the other party. Personnel of one party shall not

represent themselves to be agents or employees of the other party. Each party will be solely responsible for satisfying all legal obligations relating to the payment of its employees, including compliance with applicable social security requirements, withholding employee benefits, and all related applicable regulations.

12. WRITTEN NOTICE BETWEEN THE COURT AND COUNTY

Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:	County of Sonoma Board of Supervisors 575 Administration Drive Suite 100A Santa Rosa, CA 95403-2871	Copy To:	County of Sonoma County Administrator 575 Administration Drive Suite 104A Santa Rosa, CA 95403-2871
Fax No:	(707) 565-3778	Fax No:	(707) 565-3778

COURT:	Superior Court of California County Of Sonoma 600 Administration Drive, Room 107J Santa Rosa, CA 95403-2871	Copy To:	Presiding Judge Superior Court of California County of Sonoma 600 Administration Drive Santa Rosa, CA 95403
Fax No:	(707) 521-6621	Fax No:	(707) 521-6754

Copy To:	Court Executive Officer Superior Court of California County of Sonoma 600 Administration Drive Santa Rosa, CA 95403
Fax No:	(707) 521-6850

13. REPRESENTATIONS AND WARRANTIES

The parties represent and warrants as follows:

13.1 Authority and Binding Effect. Each party warrants it has the authority to enter into and may perform the services provided for in this MOU, and its representative who signs this MOU has the authority to do so. Each party warrants this MOU constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

13.2 Sales and Use Tax Collection. COUNTY warrants that it collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

13.3 No Gratuities. COUNTY warrants has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any COURT personnel with a view toward securing this MOU or securing favorable treatment with respect to any determinations concerning the performance of this MOU.

13.4 No Conflict of Interest. COUNTY has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the COURT.

13.5 Work Eligibility. All personnel assigned to perform this MOU are able to work legally in the United States and possess valid proof of work eligibility.

13.6 Drug Free Workplace. COUNTY provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

13.7 No Harassment. COUNTY does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this MOU, and COUNTY takes all reasonable steps to prevent harassment from occurring.

13.8 Non-discrimination. COUNTY complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). COUNTY does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. COUNTY has notified in writing each labor organization with which COUNTY has a collective bargaining or other agreement of COUNTY's obligations of non-discrimination. Special Provisions regarding. If this MOU provides for total compensation of more than \$100,000 to COUNTY, COUNTY is in compliance with Public Contract Code section 10295.3, regarding discrimination with respect to domestic partners, spouses, and gender.

14. COVENANTS

14.1 Legal Services. COUNTY shall adhere to any legal cost and billing guidelines, legal budgets, and legal bill or law firm audits as may be required by the COURT. If this MOU does not provide for legal representation to low- income or middle-income persons in civil, criminal, or administrative matters, COUNTY shall also adhere to any litigation plans or case phasing of activities as may be required by COURT. COUNTY certifies that it will comply with the requirements of Business and Professions Code section 6072, which concerns performance of pro bono legal services.

14.2 Janitorial Services or Building Maintenance – Recycled Paper. In the provision of janitorial or building maintenance services under this MOU, COUNTY shall ensure that paper-containing products used contain recycled paper. Upon COURT request, COUNTY shall certify in writing under penalty of perjury the minimum percentage of post-consumer and secondary materials provided or used in the services.

14.3 Printing Services. In the provision of County Services under this MOU, COUNTY shall use only recycled paper, unless the proposed printing job cannot be done on recycled paper. Upon COURT request, COUNTY shall certify in writing under penalty of perjury, upon completion of performance of this MOU, the minimum percentage of post-consumer and secondary materials provided or used in the Services.

14.4 Union Activities Certification Requirement. COUNTY certifies that if it receives funds in excess of fifty thousand dollars (\$50,000) pursuant to this MOU it will not use those state funds to assist, promote, or deter union organizing during the life of the MOU, including any extensions or renewals. If COUNTY is subject to the preceding requirement, and it makes expenditures to assist, promote, or deter union organizing, it will maintain records sufficient to show that no state funds were used for those expenditures. The state contractor shall provide those records to the Attorney General upon request.

14.5 Not an Expatriate Corporation. As required under Public Contract Code Section 10286.1, COUNTY declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1 and is eligible to contract with the COURT.

14.6 Work Eligibility. COUNTY certifies that all personnel assigned to perform this MOU are able to work legally in the United States and possess valid proof of work eligibility.

15. MISCELLANEOUS

15.1 Compliance with Law. 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 in all material respects 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. If any changes are made to CRC 10.810 by the Judicial Council, or to any legislation or regulations that impact the performance by either party under this MOU, the parties will cooperate with each other to take actions as necessary to ensure continued compliance by the parties with applicable laws and regulations, including amending this MOU as necessary.

15.2 Entire Agreement. This MOU contains the entire and complete understanding of the parties and supersedes any and all other previous agreements, oral or written.

15.3 Conflict with Exhibits. To the extent any provisions of the main body of this MOU conflict with any Exhibits to this MOU, the terms of the main body shall control. Notwithstanding the above, if an Exhibit specifies a different notice period for a particular type of service, the notice period in the Exhibit shall control except that in no event shall the notice period be less than the 90 days required by statute.

15.4 Privacy and Confidentiality. In the performance of their respective obligations under this MOU, the parties agree to abide by all applicable privacy and confidentiality of records laws and to require the same of any contractors or subcontractors retained pursuant to this MOU.

15.5 Severability. If any term or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this MOU will continue in full force and effect.

15.6 Time of Performance. Unless specifically stated to the contrary, all reference to days will 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, or holiday, such payment will be made or act performed on the next succeeding business day.

15.7 Further Assurances. Each party will 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 the MOU.

15.8 Time. Time is of the essence in each and all of the provisions of this MOU.

15.9 Assignment. A significant consideration for this MOU is the familiarity of each party with the other parties' operations and facilities that will allow a party to efficiently provide the services utilizing trained staff. For this reason, neither COUNTY nor COURT will assign or subcontract any of the Exhibit services or any major portion thereof it is to perform under the MOU without providing the other party the opportunity to provide input, on request and as provided by law, on the selection of the new service provider, including the opportunity to provide input on the solicitation document and the criteria to be used in the selection, and the opportunity to participate in the evaluation of bidders.

15.10 Governing Law and Venue. This MOU will be construed under the laws of the State of California, without regard to its conflict of law provisions.

15.11 Successors. This MOU will be binding upon the successors and assigns of COURT and COUNTY.

15.12 Negotiated Agreement. This MOU has been arrived at through negotiation between the parties. Neither party is the party that prepared this MOU for purposes of construing this document under California Civil Code §1654.

15.13 Waiver. A party's waiver of enforcement of any of this MOU's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

15.14 Headings. All headings are for reference purposes only and do not affect the interpretation of this Agreement.

15.15 Counterparts. This MOU may be executed in one or more counterparts, all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties executed this MOU to be effective on the date set forth above.

Presiding Judge

Date

Chair, County Board of Supervisors

Date

Reviewed as to form by County Counsel

Date

Superior Court of California, County of Sonoma
and
County of Sonoma

Memorandum of Understanding
for
The Use and Provision of Court and County Services

EXHIBITS

- A - County Counsel
- B – Public Infrastructure
- C - Information Systems
- D - Court Services to County