



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16922

- a. Approve and authorize the Chief Probation Officer to sign a Memorandum of Understanding (MOU) with the Superior Court of California, County of Monterey to continue the Pre-trial Services Program under SB129 effective July 1, 2024; and
- b. Authorize the Chief Probation Officer to sign up to three (3) future amendments to this MOU which do not significantly alter the scope of work.

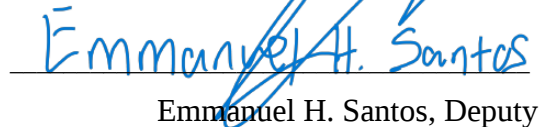
PASSED AND ADOPTED on this 11th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 11, 2024.

Dated: June 12, 2024
File ID: A 24-244
Agenda Item No.: 25

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Emmanuel H. Santos, Deputy

**MEMORANDUM OF UNDERSTANDING
PRETRIAL SERVICES RELEASE PROGRAM
(SB-129)
THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MONTEREY**

This Memorandum of Understanding (MOU) is entered into by and between the **Superior Court of California, County of Monterey** (hereinafter referred to as "COURT"), and the **County of Monterey through the Probation Department** (hereinafter referred to as "COUNTY"). This MOU sets forth each party's roles and responsibilities as they relate to the Pretrial Services Release Program (SB-129).

WHEREAS, COURT is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Services Release Program ("Program") under the terms and conditions of the MOU No. 46505 between COURT and the Judicial Council (the "Contract"); and

WHEREAS, COURT desires to subcontract with COUNTY for Probation to provide certain services necessary to complete the Program objectives as set forth in the Contract; and

WHEREAS, the Judicial Council has consented to COURT'S subcontracting with the COUNTY for certain services necessary to complete the Program objectives as set forth in the Contract; and

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

WHEREAS, the COURT has received funding to administer a Pretrial Services Release Program that will fund, implement, operate and evaluate pretrial decision-making in Monterey County. The COURT and COUNTY will operate under existing law and incorporate judicial officer release decisions prior to arraignment (or at arraignment if a hearing is required) that are informed by a risk assessment conducted by COUNTY; and

WHEREAS, as stated in Senate Bill 129, the Budget Act of 2021, the goals of this Pretrial Services Release Program are to:

- i. Increase the safe and efficient pre-arraignment and pretrial release of individuals booked into jail by expanding own recognizance and monitored release;
- ii. Implement monitoring practices of those released pre-arraignment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and return to court.
- iii. Expand the use and validation of pretrial risk assessment tools that make their factors, weights and studies publicly available; and,
- iv. Assess any disparate impact or bias that may result from the implementation of these programs in order to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.

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

1. MANNER OF PERFORMANCE OF WORK

COUNTY shall complete all work specified as outlined in Exhibit B, Work to Be Performed and Exhibit C, Schedule of Deliverables and in accordance with this MOU.

COUNTY warrants to COURT, that funds provided to COUNTY under the MOU will only be used for new or expanded services and that no ongoing or completed programs of Probation will duplicate or overlap any Work under the Contract consistent with the requirements outlined in the Exhibit B, Work to Be Performed.

2. THE COURT'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- a. The COURT'S obligations under this MOU are subject to the availability of authorized funds. Upon Notice to COUNTY, the COURT may terminate the MOU or any part of the Work, if expected or actual funding to compensate the COURT is withdrawn, reduced, limited or reallocated.
- b. Funding for this MOU in a given appropriation year is conditional upon appropriation of sufficient funds to support the activities described in this MOU. Should such an appropriation not be approved, the parties will meet and confer in good faith regarding the viability of continuing a pretrial release program if expected or actual funding is withdrawn or limited in any way.

3. TERM

This MOU is effective July 1, 2024, and will remain in full force and effect until terminated. This MOU may be modified only by a written amendment signed by the Parties. This MOU may be terminated by the County or the Court, at any time, without cause, upon sixty (60) days prior written notice to the other party.

4. COMPENSATION FOR SERVICES

a. CONTRACTUAL AND REGULATORY COMPLIANCE

Funds allocated to the Program by the MOU shall be used for the purposes established by the Budget Act and by this MOU and shall not be used for any other purpose.

b. CONTRACT AMOUNT

The amount the COURT will pay COUNTY under this MOU for performing the Work, set forth in Exhibit B, Work to Be Performed, is a minimum equal to 75% of the total pretrial release ongoing funding allocated to the COURT by the Judicial Council in each year for the term of this MOU. Additional amounts paid to the COUNTY above the minimum amount agreed to herein up to a maximum of 100% of the amount allocated by the Judicial Council will require an additional formal written agreement between the COURT and the COUNTY.

The budget detail and method of payment associated with this MOU are outlined in Exhibit A, Payment Provisions and incorporated by reference. COURT will pay COUNTY in

accordance with Exhibit A, Payment Provisions.

5. REPORTING

The COURT and COUNTY agree to cooperate in efforts to obtain data from the Monterey County Sheriff's Office to fulfill the data requirements of the MOU, SB 129 and/or the Judicial Council.

6. SUSPEND WORK

The COURT may, at any time, issue a Suspend Work Order to require COUNTY to stop all, or any part, of the Work of this MOU, for a period up to ninety (90) days, or for any further period as agreed upon by Judicial Council and the COURT, after the Suspend Work Order is delivered to the COURT by the Judicial Council.

If the Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, COUNTY shall resume Work.

7. NO SUPPLANTATION

COUNTY certifies in good faith that, by signing this MOU, no supplantation of nonfederal, state or county funds will occur with funds. Funds provided pursuant to this MOU may only be used for services noted in Exhibit B, Work to Be Performed.

8. LOBBYING

Amounts disbursed by the COURT to COUNTY 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.

9. POLITICAL ACTIVITIES

COUNTY shall not contribute or make available funds disbursed under the agreement to any political party or association, or the campaign of any candidate for public or party office. COUNTY shall not use funds awarded to COUNTY in advocating or opposing any ballot measure, initiative, or referendum. Finally, COUNTY and employees of COUNTY shall not identify the COURT with any partisan or nonpartisan political activity associated with the political party or association or campaign or any candidate for public or party office.

10. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other Confidential Information, including Data and Data Analyses, relating to the JUDICIAL COUNCIL'S or COURT's operations that are designated confidential or which a reasonable person would deem to be confidential shall be protected by the other party from unauthorized use and disclosure, except that either party may disclose Confidential Information as required by law or court order, and the COURT may disclose Data, Data Analyses and Deliverables as required or permitted by law to perform official duties and its obligation under this Agreement.

11. LIMITATION OF PUBLICATION

COUNTY is prohibited from publishing or broadcasting any article, press release, advertisement, or other writing that references the "Judicial Council" or "Judicial Council of California", unless previously approved in writing by the Judicial Council's Principal

Manager, Procurement and Public Affairs Officer. Notwithstanding the above, internal communications or writings within or between the COURT and COUNTY making reference to the above terms in quotations shall not require approval by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer.

12. DATA ANALYSES

The Judicial Council retains and owns all rights (including copyrights), title, and interest in and to any Data Analysis produced by the Judicial Council or its contractors. For any Data Analysis produced by COUNTY; COUNTY grants the Judicial Council a perpetual, irrevocable, royalty-free license to use, reproduce, display, distribute and modify the Data Analysis and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

13. INSURANCE REQUIREMENTS

- a. The COUNTY shall maintain and show proof of adequate insurance coverage before beginning work of this MOU.
- b. The COUNTY'S insurance policies must be endorsed to include the COURT as an additional insured. The COURT must receive certificates of insurance from the COUNTY, or verify coverage is current and on file with the COURT, prior to the beginning of any work.
- c. The COUNTY shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the COURT. Examples of the types of insurance coverage generally maintained could include, but are not limited to the following:
 - i. Workers Compensation.
 - ii. Employer's Liability.
 - iii. Commercial General Liability or Evidence of Self-Insurance.
 - iv. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.

14. CALIFORNIA LAW

This MOU shall be subject to and construed in accordance with the laws of the State of California.

15. SEVERABILITY

If any terms or provision of this MOU is found to be illegal or unenforceable, this MOU shall remain in full force and effect and that term or provision shall be deemed stricken.

16. SIGNATURE AUTHORITY

The parties signing this MOU certify that they have proper authorization to do so. Each party's representative who signs this MOU has the authority to bind such party to this MOU.

17. INDEPENDENT CONTRACTOR

The COUNTY, as well as its agents, associates and employees, are and shall be considered to be independent contractors, independent of the COURT. Nothing in this MOU is intended to, or shall be construed to, create an employer-employee relationship, a joint

venture relationship, or an agency relationship, or to allow the COURT to exercise direction or control over the professional manner in which the COUNTY performs the services which are the subject matter of this MOU. However, the services provided by the COUNTY shall be provided in a manner consistent with the standards governing such services and the provisions of this MOU.

In performing services under this MOU, the COUNTY, its agents, associates and employees shall not be entitled to any of the benefits or rights accruing to a COURT officer or employee.

As between the COUNTY and the COURT, all parties exclusively assume the responsibility for their own acts and the acts of their agents, associates and employees as they relate to the services to be provided during the course and scope of this sub-contract.

18. INDEMNITY

The COURT and the COUNTY, agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expenses or costs, product infringement, copyright or trade secrets, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

19. NOTICES

Any notice to be given under this MOU shall be in writing and shall be served either by personal delivery or by first class mail; postage prepaid, via certified mail, and shall be deemed delivered when it is so mailed to COUNTY or the COURT and addressed as follows:

COUNTY: Board of Supervisors
County Administration Building
P.O. Box 1728
168 West Alisal St.
Salinas, CA 93902

COURT: Superior Court of California, County of Monterey
Katy Grant, Court Executive Officer
240 Church Street
Salinas, CA 93901

COPY TO: Monterey County Probation Department
Todd Keating, Chief Probation Officer
20 E. Alisal Street
Salinas, CA 93901

20. AMENDMENTS

This MOU may be modified or amended only by a written amendment to the MOU hereafter entered into between the parties and signed and dated by both.

21. ENTIRE MOU

Headings or captions to the provisions of this MOU are solely for the convenience of the parties, are not part of this MOU, and will not be used to interpret or determine the validity of this MOU. This MOU was negotiated between the parties, and neither party "prepared" this MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation. This MOU constitutes the entire and final understanding of the parties regarding this matter and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or MOUs between the parties, whether written or oral, express or implied, relating in any way to this matter.

THE PARTIES, having read and considered the above provisions, indicate their Memorandum of Understanding by their authorized signatures below.

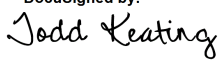
Date: 6/18/2024 | 10:09 AM PDT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

By: 
Katy Grant, Court Executive Officer

Date: 6/17/2024 | 9:20 AM PDT

MONTEREY COUNTY PROBATION
DEPARTMENT

By: 
Todd Keating, Chief Probation Officer

Date: 5/22/2024 | 11:47 AM PDT

Approved as to Form
County Counsel

By: 
Anne K. Brereton, Deputy County Counsel

EXHIBIT A

PAYMENT PROVISIONS

This Exhibit describes the COURT's payments to COUNTY for services provided under this MOU.

1. FEE SCHEDULE

- a. For services performed under this MOU, COURT will pay COUNTY actual costs for the service(s) below not to exceed the contract amounts identified in Section 4, "COMPENSATION FOR SERVICES", unless agreed to in writing by COURT and COUNTY.

Service	Service Description
Probation Staffing	• Deputy Probation Officer II • Two Probation Aides • Office Assistant II
Operating Expenses/Equipment	• Training • Travel • Radio Equipment • County IT • County charges for vehicle use • Insurance • Safety Supplies/Equipment • Office Furniture/Fixtures • PC/laptops with software licenses • Clothing, Uniforms • Vehicle/s
Supplies	• Office Supplies • Books/Media/Subscriptions • Ergonomic Supplies
IT/Database/Monitoring Equipment	• TracNet Licenses • Electronic Monitoring Equipment • Database – CMS/Pretrial software with installation and data load • Validation of Assessment Tool

2. PAYMENT

The COURT shall compensate COUNTY, for services as provided, upon receipt of invoices, timesheets and payroll summaries as required by the Judicial Council of California. COUNTY shall provide invoices on a calendar quarterly basis with all supporting documentation necessary to process payment. The quarterly invoices must be received by the COURT no later than the 20th day of the following the end of each quarter.

The COURT shall make payment within 30 days of approved invoice.

3. OTHER EXPENSES

The COURT will not consider reimbursement for costs not defined as allowable in this MOU, including but not limited to any administrative, operating, travel, meals, and lodging expenses, except where the travel and training is required by the funding as outlined in Exhibit B, Section 4, incurred during the performance of this MOU, and ineligible uses of award funds, as further set forth in Exhibit B.

END OF EXHIBIT

EXHIBIT B

WORK TO BE PERFORMED

1. PROGRAM REQUIREMENTS

- a. The COURT, in partnership with COUNTY, is responsible for ensuring that the following Pretrial Services Release Program (“Program) requirements are met once full operational status is achieved:
 - i. A pretrial risk assessment shall be conducted on all persons booked into and detained in actual jail custody and who are not otherwise released under existing release policies.
 - ii. Assessment and release decision shall be completed prior to arraignment for those who are eligible for release without a hearing.
 - iii. Assessment information shall be provided to the COURT prior to arraignment for those whom a hearing is required.
 - iv. Persons deemed ineligible for release on bail under Article 1 of the California Constitution shall not be assessed.
 - v. Each arrested person who is eligible for release on bail under current law shall be entitled at any time to post bail as specified in the county bail schedule or for the amount set on an arrest warrant, or as otherwise set by the COURT whether or not a risk assessment has been completed.
 - vi. Monitoring of those released pre-arraignment and pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.
 - vii. The Program shall be implemented by the COURT, in partnership with the COUNTY, on a countywide basis.
- b. The COURT is responsible for ensuring that the following Program requirements are met:
 - i. Collection of Data
 - ii. Submission of Reports

2. GENERAL APPROVED USE OF AWARD FUNDS

- a. The COURT is responsible for the use of Program Funds for the Pretrial Services Release Program. Acceptable uses of Program Funds by COUNTY include the following:
 - i. Salary and benefits for Probation employees necessary to meet the operational requirements;
 - ii. Technology costs to facilitate information exchanges and process automation between justice system partners. These costs may include software implementation and licensing; professional services for development, integration, data collection and cleaning, and other related professional services; necessary hardware including tablets, computers, servers, etc.

- iii. Court date reminder systems;
- iv. Registration fees for trainings and conferences, with proof of attendance, that are directly related to the Program;
- v. Equipment, defined as non-expendable items costing \$5,000 or above. Such items shall be clearly related to the Program objectives and directly contribute to Program activities;
- vi. Purchase, production, or reproduction of educational and training materials;
- vii. Costs of pretrial release support services given to program participants. Support may only be provided for transportation (bus, gas and other transportation passes) and emergency food support. Funds shall not be distributed as cash. COUNTY shall maintain and provide to the COURT both proof of purchase and proof of distribution to program participants.
- viii. Anyone other than a program participant is prohibited from receiving support services;
- ix. Costs associated with collecting, maintaining and reporting required data, including computers, staffing and other costs; and
- x. Any other expenses directly related to the Program not listed herein, as properly budgeted and approved by the COURT;
- xi. COUNTY may subcontract for Services, including but not limited to, electronic monitoring and ongoing supervision, assessments, job and educational training, residential or outpatient treatment for mental health or substance abuse/dependence, health screening, transitional/temporary housing, participant travel costs associated with treatment and court appearances, and drug testing, alcohol monitoring, and related supplies.

3. INELIGIBLE USES OF AWARD FUNDS

- a. Ineligible use of award funds, except in situations where prior written approval has been obtained from the Judicial Council Program Manager, include but are not limited to:
 - i. No financial costs may be imposed on released persons for any required conditions or services of pretrial release monitoring;
 - ii. Duplication of services that are already being provided by a justice system partner;
 - iii. Food and/or drink of any kind including bottled water and related purified water dispensers, provided to COUNTY officials, staff and/or service providers during business meetings, trainings and any other occasion;
 - iv. Gift cards, field trip passes, movie tickets, or other incentives;
 - v. Membership dues;
 - vi. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by program participants;
 - vii. Costs for fundraising, scholarships, tuition, stipend, contributions and donations, or non-incentive-related gifts;
 - viii. Entertainment costs such as show tickets, sporting events, and/or any other events; and
 - ix. Participant living expenses including food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

4. PROGRAM TRAINING

Any training offered relating to the risk assessment tool application guidelines shall be scheduled by the parties for their teams and staff requiring it for implementation.

5. PROGRAM SCHEDULE

COUNTY shall submit quarterly report data, in a timely manner but no less than 10 days prior to the due date as outlined in Exhibit C, Schedule of Deliverables.

6. REPORTING AND TRACKING

Data Collection Plan: Data Extracts may be required in the future as designated by Judicial Council of California. If this occurs, the COURT and COUNTY will amend the MOU to include the requirements and timeline for delivering the data. Data collection requirements are subject to change by the Judicial Council or the COURT. The COURT commits to communicating any such changes to COUNTY in a timely manner.

7. DATA STORAGE

The COURT shall store all Data from COUNTY on a secure server and shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of Data.

8. DATA ACCESS AND USE

- a. The Judicial Council shall access and use Data submitted by the COURT and COUNTY to fulfill the goals of the Program, including but not limited to reports to the Legislature, the Department of Finance, and the Joint Legislative Budget Committee, and to otherwise comply with law or perform its obligations under this MOU and its official duties, as permitted by law
- b. In the event that this MOU terminates, the Judicial Council shall be permitted, in accordance with law, to access, use, and disclose Data previously submitted by the COURT and COUNTY.
- c. Upon discovery or reasonable belief of any data breach, COUNTY or the COURT shall promptly notify the other party. A "data breach" means any access, destruction, loss, theft, use, modification or disclosure by an unauthorized Third Party of confidential or personal Data in the possession of the COURT or COUNTY. The notification shall identify (i) the nature of the data breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what the COURT or COUNTY has done or will do to mitigate the data breach; (v) what corrective action the COURT or COUNTY has taken or will take to prevent future data breaches.

9. MEASURABLE OUTCOMES

- a. The COURT, in partnership with COUNTY, is responsible for ensuring that the Program is fully operational and fulfilling all Program Requirements, as set forth in Exhibit B, Item1.
- b. COUNTY shall submit Data for this Program, as identified in Exhibit B, to the COURT according to the timeline in Exhibit C, as required by the Judicial Council to measure the outcomes of the Program. The COURT shall be responsible for ensuring that the

Data Extracts are submitted by each justice system partner, unless otherwise specified by the Judicial Council.

- c. *Failure to Provide Information:* The required reporting detailed in this section is vital to the success of the Pretrial Services Release Program. Therefore, failure to provide any and all of the required reports, and Data Extracts, as set forth in Exhibit C Schedule of Deliverables, in a form that is acceptable to the Judicial Council may result, at the Judicial Council's discretion, in a delay of payment under this MOU or termination of this MOU.

END OF EXHIBIT

EXHIBIT C
SCHEDULE OF DELIVERABLES

No.	Description	Period of Performance	Due Date
1	Quarterly Progress Report	July-Sept of each fiscal year	October 15 of each fiscal year
	Sufficient Progress Toward Monetary Spending & Budget Forecast		
2	Quarterly Progress Report	Oct-Dec of each fiscal year	January 15 of each fiscal year
	Sufficient Progress Toward Monetary Spending & Budget Forecast		
3	Quarterly Progress Report	Jan-Mar of each fiscal year	April 15 of each fiscal year
	Sufficient Progress Toward Monetary Spending & Budget Forecast		
4	Quarterly Progress Report	Apr-Jun of each fiscal year	July 15 of each fiscal year
	Sufficient Progress Toward Monetary Spending & Budget Forecast		

END OF EXHIBIT