



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 John M. Phillips to:

Agreement No.: A-15809

- 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 implement and expand the Pre-trial Services Program under SB129 for the retroactive term of November 1, 2021 through June 30, 2024; and
- b. Authorize the Chief Probation Officer to sign up to three (3) future amendments to this MOU to extend the term without significant change to the scope of work.

PASSED AND ADOPTED on this 17th day of May 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, 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 May 17, 2022.

Dated: May 18, 2022
File ID: A 22-203
Agenda Item No.: 35

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

Julian Lorenzana, Deputy



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 22-203

May 17, 2022

Introduced: 4/27/2022

Current Status: ATS Review

Version: 1

Matter Type: BoS Agreement

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- b. Authorize the Chief Probation Officer to sign up to three (3) future amendments to this MOU to extend the term without significant change to the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- 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 implement and expand the Pre-trial Services Program under SB129 for the retroactive term of November 1, 2021 through June 30, 2024; and
- b. Authorize the Chief Probation Officer to sign up to three (3) future amendments to this MOU to extend the term without significant change to the scope of work.

SUMMARY:

California Senate Bill 129 amended the Budget Act of 2021 to provide \$140 million in funding (\$70 million of one-time funding and \$70 million of ongoing funding) to the Judicial Council for Superior Courts statewide beginning in FY 2021-22 for “the implementation and operation of ongoing court programs and practices that promote the safe, efficient, fair, and timely pretrial release of individuals booked into jail. The purpose of this funding is to provide courts with information and resources to support: (a) judicial officers in making pretrial release decisions that impose the least restrictive conditions; and (b) implementation of appropriate monitoring practices and provisions for released individuals.”

For the period of November 1, 2021 through June 30, 2024, the Superior Court of California, County of Monterey (Superior Court) allocated up to \$972,503 in one-time funding to be spent by June 30, 2024, and a funding amount of up to \$678,391 in FY 2021-22 to the Probation Department, with future annual funding levels to the Probation Department anticipated in the amount of \$531,534. The allocations may not supplant funding for current services and are for the Probation Department to implement and expand appropriate monitoring practices and pretrial services programs for released individuals. The MOU noted herein is retroactive to November 1, 2021, due to the timing of the released program requirements and considerations necessary by the Superior Court and Probation related to contracting for the services in accordance with the legislation.

DISCUSSION:

Individuals arrested and charged with a crime may be incarcerated until trial or, at the discretion of the court, be allowed to remain in the community on pretrial release. Traditionally, courts have based the decision of pre-adjudication (pretrial) release partly on the ability of defendants to meet financial burdens of bond or bail, a system that may release dangerous defendants while incarcerating--at great cost to both taxpayers and arrested individuals' civil liberties--those who pose little risk to their communities. By contrast, under a pretrial services program, release decisions consider defendants' risk of 1) posing a threat to public safety, and 2) failing to appear in court. By using a validated tool to assess these risks, the program protects the public and allows lower-risk defendants--regardless of financial status--to remain in the community while awaiting adjudication.

Once individuals are released to the community, Pretrial Services probation officers provide monitoring services including check-ins to ensure program compliance, automated reminders of upcoming court dates, and connections to recovery programs, housing resources, and mental health services.

As directed by the California Legislature, pretrial programs aim to increase the safe and efficient release of arrested individuals before trial; use the least restrictive monitoring practices possible while protecting public safety and ensuring court appearances; validate and expand the use of risk assessment tools; and assess any disparate impact or bias.

For the current year, Probation is using existing appropriations and departmental vacancies with redirection of staff to begin program ramp up and implementation under the new legislation. For the upcoming FY 2022-23, the Probation Department has included in the department's Recommended Budget new positions that are fully funded by SB129. The positions consist of: one (1) Deputy Probation Officer II, two (2) Probation Aides and one (1) Office Assistant II, as well as associated services and supplies. Funding may also support additional training, one-time purchases related to staff office workstations and vehicles, and technology projects needed for program expansion. The new staffing will facilitate release decisions, increase the department's ability to monitor defendants on pretrial release and provide for the fulfillment of the mandated services under the legislation.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management has reviewed the MOU and approved as to legal form.

FINANCING:

The Superior Court's FY 21-22 allocation of ongoing and a portion of the one-time funding to Probation will cover program costs of up to \$915,919 in the current fiscal year. It is anticipated that future-year ongoing allocations will fully cover the new Probation positions, as well as a portion of associated services and supplies. Pending Board approval, the Probation Department and the Superior Court will enter into the MOU confirming the commitment to provide and fund these positions on an ongoing basis. These expenditures will be made within the existing FY 21-22 appropriations limits and there is no cost to the County General Fund with the recommended action. Amounts for remaining years of the MOU will be included in each respective Recommended Budget

with no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Board of Supervisors Strategic Initiatives in the area of Public Safety to create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow while reducing violent crimes. This is accomplished with the creation of a sustainable comprehensive approach to reducing violence by implementing best practices, crime prevention and justice system efficiencies

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Wendi Reed, Management Analyst III, ext. 3985

Approved by: Todd Keating, Chief Probation Officer, ext. 3913

Attachment: MOU- Superior Court - SB129 Pre-trial Services Program 2021- 2024

**2021-2024 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), for the period of **November 1, 2021 through June 30, 2024**.

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, 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 beyond the current 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 November 1, 2021 through June 30, 2024. Either party may terminate this MOU earlier by providing written notice of intent to terminate to the other party at least sixty (60) days before the intended termination date.

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, shall be in a minimum of \$972,503.03 of the \$1,389,290.04 Judicial Council’s FY21-22 one-time allocation to the COURT in FY 2021-2022 and a minimum of \$678,391.02 of the \$759,329.97 Judicial Council’s ongoing allocation to the COURT in FY 2021-2022.

In addition, the COURT will pay the COUNTY a minimum equal to 70% of the total pretrial release ongoing funding allocated to the COURT by the Judicial Council in each subsequent 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, SB129 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

Phone No.: (831) 755-3900

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

Phone.: (831) 775-5639

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: 5/18/2022 | 4:54 PM PDT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

DocuSigned by:
Chris Ruhl
39F43E6F20B6445...
By: _____
Chris Ruhl, Court Executive Officer

Date: 5/18/2022 | 5:47 PM PDT

MONTEREY COUNTY PROBATION
DEPARTMENT

DocuSigned by:
Todd Keating
54A4CC3FF2984CB...
By: _____
Todd Keating, Chief Probation Officer

Date: 5/3/2022 | 4:23 PM PDT

Approved as to Form
County Counsel

DocuSigned by:
Anne Brereton
44E003B3FBEA412...
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 costs for each service will not exceed the maximum projected cost indicated below unless agreed to in writing by COURT and COUNTY.

Budget for FY 21-22 (Period of November 1, 2021 to June 30, 2022):

Service	Service Description	Maximum Projected Cost
Probation Staffing	<ul style="list-style-type: none"> • Up to two Deputy Probation Officers II • Deputy Probation Officer III • Up to two Probation Aides • Office Assistant II 	\$531,531.34
Operating Expenses/Equipment	<ul style="list-style-type: none"> • Training • Travel • Radio Equipment • Safety Supplies/Equipment • Office Furniture/Fixtures • PC/laptops with software licenses • Clothing, Uniforms • Office reconfiguration for new staff 	\$66,344.68
Supplies	<ul style="list-style-type: none"> • Office Supplies 	\$1,000.00
IT/Database/Monitoring Equipment	<ul style="list-style-type: none"> • TracNet Licenses • Electronic Monitoring Equipment • Database – CMS/Pretrial software with installation and data load*may occur in FY22-23 • Validation of Assessment Tool*may occur in FY22-23 	\$317,043.00

Budget for FY22-23 & FY23-24 (Period of July 1, 2022 to June 30, 2024):

Service	Service Description	Maximum Annual Projected Cost (each FY)
Probation Staffing	<ul style="list-style-type: none"> • Deputy Probation Officer II • Two Probation Aides • Office Assistant II 	\$531,531.34
Operating Expenses/Equipment	<ul style="list-style-type: none"> • 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 	\$171,813.00
Supplies	<ul style="list-style-type: none"> • Office Supplies • Books/Media/Subscriptions • Ergonomic Supplies 	\$1,000.00
IT/Database/Monitoring Equipment	<ul style="list-style-type: none"> • TracNet Licenses • Electronic Monitoring Equipment • Database – CMS/Pretrial software with installation and data load • Validation of Assessment Tool 	\$372,697.00

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
- c. In acknowledgement of the time and resources that are necessary for program development and implementation by both the COURT and COUNTY, and with full understanding by both Parties that this will include a phased in approach of services, the Program’s Requirements shall be fully operational by June 30th, 2024.
- d. The Work shall be provided during the period commencing November 1, 2021 until June 30, 2024.

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, 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 expires or 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, by June 30, 2024.
- 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, Program Implementation Plan and Timeline, and Data Extracts, as set forth in Exhibit C "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	· Historical Data Extract Jan 2021- Dec 2021		Completed
2	· Quarterly Progress Report	FY1: Q1 July-Sept 2021	n/a
3	· Quarterly Progress Report	FY1: Q2 Oct.-Dec 2021	Completed
		Data Collection Report Period:	
	· Project Implementation Plan and Timeline	Nov 2021 - Jun 2022 sub'd 12/17/2021	
	· Sufficient Progress Toward Monetary Spending & Budget Forecast		
4	· Quarterly Progress Report	FY1: Q3 Jan-March 2022	April 15, 2022 Completed
	· Sufficient Progress Toward Monetary Spending & Budget Forecast	sub'd 4/15/2022	
5	· Quarterly Progress Report	FY1: Q4 April-June 2022	July 15, 2022
	· Sufficient Progress Toward Monetary Spending & Budget Forecast	Jan 2022- Jun 2022	
6	· Quarterly Progress Report	FY2: Q1 July -Sept 2022	October 15, 2022
	· Sufficient Progress Toward Monetary Spending & Budget Forecast		
7	· Quarterly Progress Report	FY2: Q2 Oct.-Dec. 2022	January 15, 2023
	· Sufficient Progress Toward Monetary Spending & Budget Forecast	July 2022 – Dec 2022	
8	· Quarterly Progress Report	FY2: Q3 Jan-March 2023	April 15, 2023
	· Sufficient Progress Toward Monetary Spending & Budget Forecast		
9	· Quarterly Progress Report	FY2: Q4 April-June 2023	July 15, 2023
		July 2022 – Dec 2022	
10	· Quarterly Progress Report	FY3: Q1 July-Sept 2023	October 15, 2023
	· Sufficient Progress Toward Monetary Spending & Budget Forecast		
11	· Quarterly Progress Report	FY3: Q2 Oct -Dec 2023	January 15, 2024

	· Sufficient Progress Toward Monetary Spending & Budget Forecast	July 2022 – Dec 2022	
12	· Quarterly Progress Report	FY3: Q3 Jan-March 2024	April 15, 2024
	· Sufficient Progress Toward Monetary Spending & Budget Forecast		
13	· Quarterly Progress Report	FY3: Q4 April-June 2024	July 15, 2024
		Jan 2023 – June 2023	

END OF EXHIBIT