

MEMORANDUM OF UNDERSTANDING
between
MONTEREY COUNTY
PROBATION DEPARTMENT
and the
SUPERIOR COURT OF CALIFORNIA – COUNTY OF MONTEREY
for implementation of allocated monies from the
Public Safety Realignment Act (AB 109)

PURPOSE

This Memorandum of Understanding was developed and entered into by the Monterey County Probation Department, hereafter referred to as **PROBATION**, and the Superior Court of California – County of Monterey hereafter referred to as **COURT** (collectively, “Parties”). The purpose of this Memorandum of Understanding is to specify the services to be provided by **COURT** within the framework and mandates of AB 109 (Chapter 15 (Cal. Stat. 2011)).

BASIC GUIDELINES

Both parties agree to follow the guidelines of AB 109 as set forth in the legislation and in the guidelines and interpretations by the California Board of Corrections as indicated in **EXHIBIT B**. It is understood between the parties that AB 109 funding must be used prior to June 30, 2019, and that all expenditures of funds must adhere to the guidelines contained in the legislation.

The primary goal of the project is to reduce the failure to appear (FTA) rates in the criminal courts. The immediate anticipated impact will be to reduce the number of warrants that are processed and issued. This is anticipated to result in a decrease of time and labor for court personnel, and will relieve law enforcement agencies of the necessity of serving those warrants. It is also anticipated to reduce incarceration rates. Finally, it will promote finality of judgments, which enhances both deterrence and rehabilitation.

DUTIES AND RESPONSIBILITIES

The Superior Court Agrees to:

1. Create and implement a Pre-Trial Text Reminder Program.
2. Collaborate as necessary with other agencies involved in working with this population of individuals.
3. Provide relevant data on the number of push and text reminders sent to relevant categories of criminal cases, and the impact on Failure to Appear rates.
4. Provide full access to the manner and specifics of the expenditures of all allocated funds from the grant.
5. Attend collaborative meetings, when necessary, to coordinate the overall implementation of the AB 109 funding.

6. Attend team meetings when necessary.
7. Communicate regularly with **PROBATION** regarding program implementation.
8. Upon mutual agreement, provide other services.

PROBATION Agrees to:

1. In FY 2018-19 provide a total of **\$144,766** in allocated funds from AB 109, to be disbursed on a monthly basis upon presentation and verification of receipts, time cards, or other proofs of expenditure. The total reimbursement to **COURT** shall not exceed **\$144,766**.
2. Identify a Probation staff member(s) to be the primary contact to the **COURT** Representative.
3. Provide **COURT** with a list of the specific information needed for adequate record keeping and data gathering.
4. Communicate regularly with **COURT** regarding program implementation.

FISCAL

PROBATION will serve as the fiscal agent and manage the program and service delivery to the target populations for this MOU. **PROBATION** shall reimburse **COURT** for services rendered as outlined in this MOU in accordance with the budget detailed below:

Budget Line Item	Budget
Court Staffing/Contracted Services	\$140,766
.5 FTE Analyst	
.5 FTE Software Engineer	
Equipment and Software	\$4,000
TOTAL	\$144,766*

***NOTE:** **COURT** will charge eligible expenses as allocated by line item. However, funding could be reallocated between line items upon request and justification by the **COURT** and written approval by the Office of the Chief Probation Officer (or designee), provided that the total MOU budget amount remains unchanged.

COURT shall invoice **PROBATION** monthly. **COURT** shall submit a monthly claim for payment, with back-up documentation, no later than the 20th day following the month of service. Failure to submit reports by the deadline will be deemed non-compliance with the grant terms and conditions and may cause reimbursement to be delayed or denied. Expenses may only be incurred prior to June 30, 2019. Final reimbursement claims must be submitted by August 20, 2019.

INDEMNIFICATION

PROBATION agrees to indemnify, defend with counsel approved in writing by the COURT, and hold the COURT, its elected and appointed officials, officers, agents, and employees harmless from any and all claims, demands, losses or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services or other performance provided by the COURT pursuant to this MOU. If judgment is entered against the COURT and PROBATION by a court of competent jurisdiction because of the concurrent active negligence of the COURT, PROBATION and the COURT agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment of liability.

The COURT agrees to indemnify, defend with counsel approved in writing by PROBATION, and hold PROBATION, its elected and appointed officials, officers, agents, and employees harmless from any claims, demands, losses or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by PROBATION pursuant to this MOU. If judgment is entered against PROBATION and the COURT by a court of competent jurisdiction because of the concurrent active negligence of PROBATION, the COURT and PROBATION agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment of liability.

CONFIDENTIALITY

The Parties shall maintain the confidentiality of all participant records in accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to privacy and confidentiality. All non-public records and information concerning any and all matters referred to the COURT by PROBATION, or by the COURT to PROBATION shall be considered and kept confidential by all parties and their respective staff, agents, employees, and volunteers to the extent permitted by law. All non-public information obtained by the COURT or PROBATION in the performance of this MOU shall be treated as strictly confidential, and shall not be used for any purpose other than the performance of this MOU, except as may be required or permitted by law.

PROBATION and the COURT shall institute policies and procedures to ensure that participant information is not accessed by anyone not authorized to access the information or not needing to access the information as part of their assigned duties. PROBATION and the COURT shall promptly investigate any indication of inappropriate access or sharing, and take appropriate action regarding any violations or potential further inappropriate access or disclosures.

NOTICES

Except for the parties' routine exchange of information and cooperation, any and all notices, requests, demands, and other communications required or permitted to be given under the terms of this MOU shall be in writing and shall be hand-delivered or mailed to the parties as follows, unless prior notice of a change of address is given:

Notices to the COURT shall be sent to the following:

Chris Ruhl, Court Executive Officer (or designee)
Monterey County Superior Court
240 Church Street
Salinas, CA 93901

Notices to PROBATION shall be sent to the following:

Marcia Parsons, Chief Probation Officer (or designee)
Monterey County Probation Department
20 East Alisal Street
Salinas, CA 93901

EFFECTIVE DATE OF MOU

This MOU shall become effective from July 1, 2018 and will terminate on June 30, 2019. If funding is available for subsequent years, this agreement will be reviewed and may be updated or revised by mutual consent. This agreement may be terminated by either party upon sixty (60) days advance written notice to the other party.

ALTERATION OF TERMS

This MOU, together with the exhibits attached hereto and incorporated herein by reference, expresses the full understanding of the parties and is the total agreement between the parties as to the subject matter of this MOU. No addition to, or alteration of, the terms of this MOU shall be valid unless made in the form of a written amendment to this MOU approved and executed by all parties.

[Signatures next page]

We, the undersigned, as authorized representatives of the **SUPERIOR COURT OF CALIFORNIA - MONTEREY COUNTY** and the **MONTEREY COUNTY PROBATION DEPARTMENT**, do hereby approve this document:

**COUNTY OF MONTEREY
MONTEREY COUNTY PROBATION DEPARTMENT**

By: _____
MARCIA PARSONS
CHIEF PROBATION OFFICER

Date: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

By: Chris Ruhl
CHRIS RUHL
COURT EXECUTIVE OFFICER

Date: 5/30/18

APPROVED AS TO FORM:

**COUNTY COUNSEL
MONTEREY COUNTY, CALIFORNIA**

By: AKB
ANNE K. BRERETON
DEPUTY COUNTY COUNSEL

Date: J. 24-18

Exhibit B

The Criminal Justice Realignment Act of 2011

“California must reinvest its criminal justice resources to support community-based corrections programs and evidence-based practices that will achieve improved public safety returns on this state’s substantial investment in its criminal justice system. Realignment low-level felony offenders who do not have prior convictions for serious, violent, or sex offenses to locally run community-based corrections programs, which are strengthened through community-based punishment, evidence-based practices, improved supervision strategies, and enhanced secured capacity, will improve public safety outcomes among adult felons and facilitate their reintegration back into society. Community-based corrections programs require a partnership between local public safety entities and the county to provide and expand the use of community-based punishment for low-level offender populations. Each county’s Local Community Corrections Partnership, as established in paragraph (2) of subdivision (b) of Section 1230, should play a critical role in developing programs and ensuring appropriate outcomes for low-level offenders. Fiscal policy and correctional practices should align to promote a justice reinvestment strategy that fits each county. “Justice reinvestment” is a data-driven approach to reduce corrections and related criminal justice spending and reinvest savings in strategies designed to increase public safety. The purpose of justice reinvestment is to manage and allocate criminal justice populations more cost-effectively, generating savings that can be reinvested in evidence-based strategies that increase public safety while holding offenders accountable. “Community-based punishment” means correctional sanctions and programming encompassing a range of custodial and noncustodial responses to criminal or noncompliant offender activity. Community-based punishment may be provided by local public safety entities directly or through community-based public or private correctional service providers [et. seq]. “Evidence-based practices” refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under Probation, parole, or post release supervision.” (CA Pen. Code, § 17.5(a)(4)-(9).)