

**Memorandum of Understanding
Between
County of Mendocino
And
Superior Court of California, County of Mendocino
Regarding Pretrial Services Program**

This Memorandum of Understanding and attached exhibits ("MOU") is entered into by and between the County of Mendocino ("County") on behalf of its Probation Department ("Probation") and the Superior Court of California, County of Mendocino ("Court"). This MOU sets forth each party's roles and responsibilities as they relate to the Pretrial Services Program, for the period July 1, 2024 through June 30, 2027.

WHEREAS, Court is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Services Program ("Program") pursuant to the terms as described in Exhibit "A";

WHEREAS, Court desires to subcontract with the County of Mendocino's Probation Department ("Probation"), subject to the authorization of the County of Mendocino, for Probation to provide certain services necessary to complete the Program objectives as set forth in this MOU;

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

WHEREAS, Court has received an allocation to administer a Pretrial Services Program that will partially fund, implement, operate and evaluate pretrial decision-making in Mendocino County. Court and Probation will operate under existing law and incorporate judicial officer release decisions at arraignment that are informed by a risk assessment conducted by Probation;

WHEREAS, the goals of this Pretrial Services Program are to:

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

NOW, THEREFORE, Court and Probation mutually agree as follows:

1. **Scope of Services:** Consistent with the terms and conditions of this MOU, Probation shall complete all work specified as outlined in Exhibit A, Work To Be Performed and Exhibit B, Schedule of Deliverables. 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 MOU will terminate at the close of the current appropriation year.

2. **Term/Option to Extend:** This MOU is effective July 1, 2024 through June 30, 2027. Either party may terminate this MOU earlier by providing written notice of intent to terminate to the other party at least thirty (30) days before the intended termination date. In addition, and upon notice to Probation, Court may terminate this MOU, in whole or in part, without prejudice to any right or remedy of Court, if expected or actual funding is withdrawn, reduced, or limited in any way. Court may also terminate this MOU for deficient performance of Probation consistent with the requirements of the MOU. The term of this MOU may be extended for additional one-year terms by mutual agreement of the parties in accordance with the terms of this MOU.
3. **Reporting:** Probation agrees to provide data relevant to the Deliverables as identified in Exhibit B. The Court and Probation agree to cooperate in efforts to obtain data from the Mendocino County Sheriff's Department Jail to fulfill the data requirements of the MOU. Data collection requirements are subject to change by the Judicial Council or the Court Program Manager from time to time. Court commits to communicating any such changes to Probation in a timely manner.
4. **Requests for Reimbursement:** Requests for reimbursement, with proper financial documentation, shall be submitted by Probation to Court quarterly as identified in Exhibit B. Probation's final invoice at the end of each fiscal year must be received by Court no later than July 10th.

For pretrial services, Probation shall submit all invoices with documentation acceptable to Court to support costs billed. Such documentation to be provided to Court monthly includes:

- a) Documentation of salaries and fringe benefits for Probation staff assigned to the Program;
- b) Documentation of costs and copies of vendor invoices, if applicable, for risk assessment tools; technical assistance; equipment, computers, supplies, and office space needed for the Program; drug and alcohol testing, electronic monitoring, continuous alcohol monitoring devices; any other services or supplies provided under this MOU; and
- c) Such additional information as Court may require from Probation to comply with the terms of the MOU.

Court shall reimburse Probation for actual costs incurred following Court's receipt of allocated funds from the Judicial Council.

If Probation receives payment from Court for a service or reimbursement that is later disallowed, Probation shall promptly refund the disallowed amount upon request. Court may offset the amount disallowed from any payment due or to become due to Probation under this MOU or any other agreement with Probation or the County of Mendocino.

5. **General Provisions:**

- a) Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this 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.
- b) Amendment. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the parties, or their respective authorized designees.
- c) Further Assurances. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU. Time is of the essence in the performance of this MOU.
- d) Waiver. Any waiver by either party of the terms of this MOU must be in writing, executed by an authorized representative of the waiving party, and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
- e) Severability. The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to affect the reasonable intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- f) Relationship of Parties. Probation and the employees and agents of Probation in the performance of this MOU shall act in an independent capacity and not as officers, employees or agents of the Court or the Judicial Council. Neither Probation nor any person engaged by Probation to perform the services described herein is covered by any employee benefit plans provided to the employees of Court. Each party is liable for the acts and omissions of itself, its employees and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the parties. Each party will determine the method, details, and means of performing its obligations under the MOU, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting

the respective party. Probation will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

- g) Risk Allocations. It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its judges, subordinate judicial officers, directors, officers, agents and employees. The parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code section 895.6. Instead, pursuant to Government Code section 895.4, the parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.
- h) Indemnification. The Court and Probation agree that each of the parties hereto shall fully defend, 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.
- i) Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
- j) Suspension. The Court may, at any time, issue a Suspend Work Order to require Probation 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 of California. If the Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, Probation shall resume Work
- k) No Supplantation. Probation 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 A, Work to be Performed.
- l) Lobbying. Amounts disbursed by the Court to Probation 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.
- m) Political Activities. Probation shall not contribute or make available funds disbursed under this agreement to any political party or association, or the campaign of any candidate for public or party office. Probation shall not use funds awarded to Probation in advocating or opposing ballot measure, initiative, or referendum. Finally,

Probation and employees of Probation 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.

- n) 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.
- o) Limitation Of Publication. Probation is prohibited from publishing or broadcasting any article, press release, advertisement, or other writing that references the Court, "Judicial Council", or "Judicial Council of California", unless previously approved in writing by the Court's CEO or designee, Judicial Council's Principal Manager and Procurement and Public Affairs Officer respectively. Notwithstanding the above, internal communications or writings within Probation or between the Court and Probation making reference to the above terms in quotations shall not require approval by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer. This section shall not limit disclosures of records as required by the California Public Records Act.
- p) Data and Data Analyses. The Judicial Council retains and owns all rights (including copyrights), title, and interest in and to any data and data analysis produced by the Judicial Council or its contractors. For any data and data analysis produced by Probation, Probation grants the Judicial Council a perpetual, irrevocable, royalty-free license to use, reproduce, display, distribute and modify the data and data analysis and to sublicense such rights to other entities, in each case for California judicial branch business and operations.
- q) California Law. This MOU shall be subject to and construed in accordance with the laws of the State of California.
- r) 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.
- s) Insurance Requirements. Probation shall maintain and show proof of adequate insurance coverage before beginning Work of this MOU. Probation's insurance policies must be endorsed to include the Court as an additional insured. The Court must receive certificates of insurance from Probation, or verify coverage is current and on file with the Court, prior to the beginning of any Work. Probation 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:
 - 1) Workers Compensation.
 - 2) Employer's Liability.
 - 3) Commercial General Liability or Evidence of Self-Insurance.

- 4) Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.
- t) Notices. Any notices required to be given pursuant to the terms and provisions of the MOU shall be in writing and shall be delivered to:

County: Darcie Antle, Chief Executive Officer
Mendocino County Executive Office
501 Low Gap Road
Ukiah, CA 95482

Izen Locatelli, Chief Probation Officer
Mendocino County Probation Department
589 Low Gap Road
Ukiah, CA 95482

Court: Kim Turner, Court Executive Officer
Superior Court of California,
County of Mendocino
100 North State Street, Room 303
Ukiah, CA 95482

- u) Retention of Records; Audit. Court and Probation shall maintain all financial data, supporting documents, and all other records related to performance and billing under this MOU for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of submission of Probation's final payment request. Probation shall permit all records related to performance and billing under the MOU to be inspected and/or audited, at any reasonable time, by an authorized representative of Court of the Judicial Council. This MOU is subject to examination and audit by the State Auditor for a period of three (3) years after final payment.
- v) Interpretation. The provisions and terms of this MOU shall be interpreted in accordance with the plain meaning thereof and shall not be construed in favor or against any party.
- w) Third-Party Beneficiary. The Judicial Council is a third-party beneficiary of this MOU.

IN WITNESS WHEREOF, Court and County execute this MOU on the date(s) indicated below.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO**

By: 
Kim Turner, Court Executive Officer

Date: 5/28/24

By: 
Honorable Carly Dolan, Assistant Presiding Judge

Date: May 28, 2024

COUNTY OF MENDOCINO

By: Maureen Mulheren
Maureen Mulheren, Chair
Board of Supervisors

Date: 06/25/2024

By: Darcie Antle
Darcie Antle, Chief Executive Officer
Executive Office

Date: 06/07/2024

By: 
Izen Locatelli, Chief Probation Officer
Probation Department

Date: 5/31/24

EXHIBIT A
WORK TO BE PERFORMED

1. PROGRAM REQUIREMENTS

- a. The Court, in partnership with Probation, is responsible for ensuring that the following Pretrial Services Program (“Program”) requirements are met:
 - i. A pretrial risk assessment shall be conducted on all eligible persons booked into and detained in actual jail custody on new charges or a Mendocino County warrant and who are not otherwise released under existing release policies.
 - ii. Assessment information shall be provided to the Court prior to arraignment.
 - iii. 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.
 - iv. Monitoring of those released pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.
 - v. The Program shall be implemented by the Court, in partnership with Probation, on a countywide basis.

2. GENERAL APPROVED USE OF AWARD FUNDS

- a. The Court is responsible for the use of Program Funds. Acceptable uses of Program Funds by Probation 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 the purchase of software, 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. Registration fees for trainings and conferences, with proof of attendance, that are directly related to the Program;
 - iv. 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;
 - v. Purchase, production, or reproduction of educational and training materials;
 - vi. 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. Probation shall maintain and provide to the Court both proof of purchase and proof of distribution to program participants.
- vii. Anyone other than a program participant is prohibited from receiving pretrial release support services;
 - viii. Costs associated with collecting, maintaining and reporting required data, including computers, staffing and other costs; and
 - ix. Any other expenses directly related to the Program not listed herein, as properly budgeted and approved by the Court;
 - x. Probation 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.
 - xi. Costs associated with training and technical assistance for implementation of a new pretrial risk assessment tool and adoption of pretrial policies and practices.

3. INELIGIBLE USES OF AWARD FUNDS

- a. Ineligible use of award funds 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
 - 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 (non-emergency), utility bills, vehicle expenses, parking, medical insurance premiums, etc.

4. PROGRAM TRAINING

On-site or remote trainings may be conducted for Probation and Court staff, as well as justice partners, on topics including but not limited to: legal and evidence-based practice in pretrial justice, administering the PSA with high fidelity, and appropriate use of risk assessment within the broader pretrial system.

5. REPORTING AND TRACKING

Probation and the Court shall be responsible for ensuring the deliverables are submitted as outlined in Exhibit B and the Judicial Council of California SB 129 Pretrial Release Program Funding, Program Guidance Memorandum. Data collection and reporting requirements are subject to change by the Judicial Council or the Court. The Court commits to communicating any such changes to Probation in a timely manner.

6. DATA STORAGE

Probation shall store all programmatic data including but not limited to individual pretrial assessments, court reports, case management of pretrial monitoring services data 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.

The Court shall store all administrative data including but not limited to financial and operational information 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.

7. DATA ACCESS AND USE

- a. The Judicial Council shall access and use Data submitted by the Court and Probation 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 Probation. Such Data shall continue to be stored in accordance with Section 6 of this MOU.
- c. Upon discovery or reasonable belief of any data breach, Probation 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 Probation. 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 Probation has done or will do to mitigate the data breach; (v) what corrective action the Court or Probation has taken or will take to prevent future data breaches.

8. MEASURABLE OUTCOMES

- a. The Court, in partnership with Probation, is responsible for ensuring that the Program is fully operational and fulfilling all Program Requirements to the extent funding is available, as set forth in Exhibit A.
- b. Probation shall submit to Court an Outcome Measures Report periodically, but at least annually, as identified in Exhibit B and the Mendocino County Pretrial Release Program Manual.

- c. Failure to Provide Information: The required reporting detailed in this section is vital to the success of the Pretrial Release Program. Therefore, failure to provide any and all of the required reports, as set forth in Exhibit B may result in a delay of payment under this MOU or termination of this MOU.

9. DATA SYSTEMS AND INTERFACES FOR OPERATIONS

- a. Court and Probation will develop and configure data systems and secure data interfaces to support the operation of the Pretrial Services Program.
- b. Court will develop and configure a system to allow assessment documents to be shared with judicial officers electronically and stored directly into the Court's case management system.
- c. Court will develop and maintain a court hearing date reminder system that integrates with the Court's case management software, uses multiple modes of contact such as text and email and accommodates updates to defendant contact information.

END OF EXHIBIT

EXHIBIT B

SCHEDULE OF DELIVERABLES

Deliverable	Time Period Covered	Probation Due Date to Court	Court Due Date to Judicial Council
Quarterly Progress Report	July - September 2024	October 24, 2024	October 31, 2024
Data Collection			
Probation Claim			Not Applicable
Quarterly Progress Report	October - December 2024	January 24, 2025	January 31, 2025
Data Collection			
Probation Claim			Not Applicable
Quarterly Progress Report	January - March 2025	April 23, 2025	April 30, 2025
Data Collection			
Probation Claim			Not Applicable
Quarterly Progress Report	April - June 2025	July 24, 2025	July 31, 2025
Data Collection			
Probation Claim			Not Applicable
Outcome Measures Report	July 2024 - June 2025	July 31, 2025	Not Applicable
Quarterly Progress Report	July - September 2025	October 24, 2025	October 31, 2025
Data Collection			
Probation Claim			Not Applicable
Quarterly Progress Report	October - December 2025	January 23, 2026	January 30, 2026
Data Collection			
Probation Claim			Not Applicable
Quarterly Progress Report	January - March 2026	April 23, 2026	April 30, 2026
Data Collection			

Probation Claim			Not Applicable
Quarterly Progress Report	April - June 2026	July 24, 2026	July 31, 2026
Data Collection			
Probation Claim			Not Applicable
Outcome Measures Report	July 2025 - June 2026	July 31, 2026	Not Applicable
Quarterly Progress Report	July - September 2026	October 23, 2026	October 30, 2026
Data Collection			
Probation Claim			Not Applicable
Quarterly Progress Report	October - December 2026	January 22, 2027	January 29, 2027
Data Collection			
Probation Claim			Not Applicable
Quarterly Progress Report	January - March 2027	April 23, 2027	April 30, 2027
Data Collection			
Probation Claim			Not Applicable
Quarterly Progress Report	April - June 2027	July 23, 2027	July 30, 2027
Data Collection			
Probation Claim			Not Applicable
Outcome Measures Report	July 2026 - June 2027	July 30, 2027	Not Applicable

END OF EXHIBIT

EXHIBIT C
FEE SCHEDULE

1. OVERVIEW

This Exhibit describes the Court's payments to Probation for services provided under this MOU.

2. FEE SCHEDULE

- 2.1.** Payments made to Probation during the 2024/25 fiscal year of this MOU will not exceed \$200,000.00. Future allocation amounts are not yet known and are subject to State appropriations.

For services performed under this MOU, Court will pay Probation actual costs, based on itemized invoices submitted by Probation to Court quarterly.

END OF EXHIBIT