

**SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SOLANO
and SOLANO COUNTY PROBATION DEPARTMENT
PRETRIAL PROGRAM**

This is a second addendum to the Memorandum of Understanding between The Superior Court of California, County of Solano (hereinafter referred to as "COURT"), and the County of Solano through the Probation Department (hereinafter referred to as "COUNTY").

1. PURPOSE AND SCOPE

- A. The parties entered into a Memorandum of Understanding (MOU) dated July 1, 2021, through June 30, 2024, in which the COURT, in partnership with COUNTY, is responsible to meet requirements of the Pretrial Project.
- B. The parties amended the MOU on April 28, 2023, adding additional services to support the Pretrial Program and increase utilization of ongoing fund for FY2022-2023 and FY2023-2024.
- C. The parties now wish to add additional services to support the Pretrial Program and increase utilization of one-time fund for FY2023/2024 by \$199,000 for the development and implementation of the Pretrial Interface between the Probation Department's case management system (eProbation) and the California Superior Court, County of Solano case management system (eCourt), increase the FTE for the Legal Procedures Clerk position.
- D. The purpose of this second addendum is to include the development and implementation of a Pretrial Interface and to increase the FTE of the Legal Procedures Clerk position to support the Military Diversion Program.
- E. The parties agree to amend the MOU as set forth below.

2. MOU

- A. The Second Addendum to the MOU's Exhibit A, Project Requirement shall include the following.

- i. COUNTY shall lead the development and implementation of a Pretrial Interface between eProbation, the Probation Department's case management system and eCourt, the COURT's case management system for the period April 2, 2024 to June 28, 2024. The Pretrial Interface will assist the COUNTY and the COURT in exchanging information, reports, Court decisions, and subsequent Court actions related to Pretrial services.

COUNTY will contract for the professional services of a Business Systems Analyst who will work with the parties to identify the requirements for the interface and a Project Manager who will lead the overall project. The COUNTY will contract with the case management vendor, Journal Technologies, Inc., to develop and implement the interface.

- ii. COUNTY shall increase the Legal Procedures Clerk to .60 FTE to the COURT to provide data-entry into the COURT case management system for the Military Diversion program. The COURT will provide training for this position on court-specific applications and

business practices to support the judicial officer and case manager and the Military Diversion program. The COUNTY will provide an additional one-time allotment of ten(10) hours to the COURT to complete the backlog of data-entry for Military Diversion client records.

B. Exhibit B, 2. a. COMPENSATION, the first sentence of the paragraph is deleted in its entirety and replaced with:

a. The updated budget detail associated with this addendum is outlined in Budget Detail Attachment D, the First Addendum Budget Detail Attachment D-1, Budget Details Attachment D-2, as attached and incorporated by reference.

3. EFFECTIVENESS OF MEMORANDUM OF UNDERSTANDING

This Second Addendum to the MOU shall be effective upon the signature of those persons or officials authorized to act on behalf of their respective agencies. It shall be in force from April 2, 2024 to June 30, 2024. Except as set for this in this Addendum, all other terms and conditions specified in the MOU remain in full force and effect.

COUNTY OF SOLANO,
Superior Court of California

By: Brian Taylor Date: 03/15/24
Brian K. Taylor, Court Executive Officer

COUNTY OF SOLANO,
a Political Subdivision of the State of California

By: Bill Emlen Date: 4/9/24
Bill Emlen, County Administrator

APPROVED AS TO FORM

By: J. Barga Date: 3/18/24
County Counsel

Attachment D-2 – Pretrial Service Provider budget detail sheet (One -time Funding)

IAL SERVICE PROVIDER NAME: Solano County Probation Department
FISCAL YEAR: July 1, 2023, to June 30, 2024

PERSONNEL SALARIES AND FRINGE BENEFITS

Position	Computation <i>Yearly Salary (include benefits) x FTE</i>	Cost
PERSONNEL SALARIES AND FRINGE BENEFITS TOTAL		\$ -

OPERATING EXPENSES

MONITORING EQUIPMENT		
Item Description	Computation	Cost
MONITORING EQUIPMENT TOTAL		\$ -

EQUIPMENT - OTHER (minor and major equipment - IT hardware, vehicles, kit)		
Item Description	Computation	Cost
EQUIPMENT TOTAL		\$ -

SUPPLIES (expendable items such as office supplies, training materials, etc.)		
Item Description	Computation	Cost
SUPPLIES TOTAL		\$ -

TRAVEL		
Purpose of Travel	Computation <i>(include location, number of travellers etc.)</i>	Cost
California Assoc of Pretrial Services (C	Three-day conference California \$1800 x 4 person	\$ 7,200.00
NAPSA Annual Conference and Trainin	Four-day conference California \$2,250 x 4 person	\$ 9,000.00
NAPSA Annual Conference and Trainin	Annual fee \$75 x 4 person	\$ 300.00
American Probation and Parole Assoc	Three-day conference any state \$1980 x 4 person	\$ 7,920.00
On Demand CPOC Pretrial webinar	\$400 x 8 person	\$ 3,200.00
TRAVEL TOTAL		\$ 27,620.00

CONSULTANTS/CONTRACTORS		
Item Description	Computation	Cost
Volunteers of America	\$9,259.26 x 12 months x 2.25 FTE	\$ 250,000.02
GPS Cost - Electronic and Alcohol Mo	(\$9 per day x 85 units x 91 days)	\$ 69,615.00
JTI	CLETS - eProbation interface for adult summary probation	\$ 70,000.00
AgreeYa contract	2 IT staff	\$ 129,000.00
CONSULTANTS/CONTRACTORS TOTAL		\$ 518,615.02

OTHER COSTS (necessary project costs not included above)		
Item Description	Computation	Cost
Treatment Services	three year contract costs (housing, transportation)	\$ 193,903.00
OTHER TOTAL		\$ 193,903.00

OPERATING EXPENSES TOTAL		\$ 740,138.02
---------------------------------	--	----------------------

PROGRAM TOTAL **\$ 740,138.02**

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SOLANO
and SOLANO COUNTY PROBATION DEPARTMENT
PRETRIAL PROGRAM**

This is an addendum to a Memorandum of Understanding (MOU) between The Superior Court of California, County of Solano (hereinafter referred to as "COURT"), and the County of Solano through the Probation Department (hereinafter referred to as "COUNTY").

1. PURPOSE AND SCOPE

- A. The parties entered into a Memorandum of Understanding (MOU) dated July 1, 2021 through June 30, 2024 in which the COURT, in partnership with COUNTY, is responsible to meet the requirements of the Pretrial Project.
- B. The parties now wish to add additional services to support the Pretrial Program and increase the COURT's share of one-time fund for FY2022/2023 by \$225,452 for purchase of vehicle and housing stabilization services, share of one-time fund for FY2023/2024 by \$175,000 for housing stabilization services, increase the COURT's share of ongoing fund for FY2022/2023 by \$46,497 and share of ongoing fund for FY2023/2024 by \$46,497 for a Legal Procedure Clerk position.
- C. The purpose of this addendum is to include purchase of vehicle, housing stabilization services with Volunteers of America for pretrial clients referred by the COURT and a Legal Procedure Clerk position for the Mental Health Diversion Court
- D. The parties agree to amend the MOU as set forth below.

2. MOU

- A. The Addendum to the MOU's Exhibit A, Project Requirement shall include the followings:

- i. COUNTY shall purchase a caged-vehicle to have a car assigned solely to the Pretrial Unit to transport clients to various treatment services and to and from court hearings, and for staff to utilize to see clients in North and South Solano County. Pretrial clients often experience homelessness or other social and economic factors that challenge their ability to report and maintain contact with Probation or to appear for scheduled court hearings. As a result of their high need for critical services, clients often report to Probation without advanced notice, causing officers to prioritize the need to meet clients immediately. With the purchase of a vehicle assigned solely to the Pretrial Unit, officers can be more equipped to immediately address the unpredictability of client appearances with high needs at Probation and avoid client's subsequent failures to appear.
- ii. COUNTY shall provide housing stabilization services through the existing Volunteers of America contract for pretrial clients referred by the COURT. Pretrial clients face significant barriers that can be overwhelming and prevent their success on probation. One of the primary goals of Probation is to remove barriers that impede client progress. Homelessness is a significant challenge that must be addressed. Without housing stabilization, clients will lack the ability and motivation to comply with court terms and conditions. Probation will collaborate with Volunteers of America to provide housing and transitional services as part of a full-service program for clients experiencing significant stabilization issues.
- iii. COUNTY shall provide .50 FTE Legal Procedures Clerk to the COURT. This position will be trained by the COURT on court-specific applications and business practices in order to perform clerical support for the judicial officer and case manager including; data entry into court case management system related to referrals, admissions, reports, and next court hearing dates; provide general clerical assistant with coordinating referrals, intake paperwork, provider reports, minute orders and making necessary phone calls to assist case managers. This position will be assigned to both the Fairfield and Vallejo mental health diversion programs.

B. Exhibit B, 2. a. COMPENSATION, the first sentence of the paragraph is deleted in its entirety and replaced with:

a. The updated budget detail associated with this addendum is outlined in Budget Detail Attachment D and D-1, Budget Details, as attached and incorporated by reference.

3. EFFECTIVENESS OF MEMORANDUM OF UNDERSTANDING

This Addendum to the MOU shall be effective upon the signature of those persons or officials authorized to act on behalf of their respective agencies. It shall be in force from January 1, 2023 to June 30, 2024. Except as set forth in this Addendum, all other terms and conditions specified in the MOU remain in full force and effect.

COUNTY OF SOLANO,
Superior Court of California

COUNTY OF SOLANO,
a Political Subdivision of the State of California

By: Brian K. Taylor Date: 03/20/23 By: Bill Emlen Date: 4/28/23
Brian K. Taylor, Court Executive Officer Bill Emlen, County Administrator

APPROVED AS TO FORM

By: [Signature] Date: 4.20.23
County Counsel

SOLANO COUNTY PRETRIAL PROGRAM BUDGET
FISCAL YEAR 2022-2023

Attachment D-1

ONE-TIME FUND

Category/Position	Computation	Amount
Vehicle		\$ 50,452
Volunteers of America	2.25 FTE	\$ 175,000.00
Total for One-time Fund		\$ 225,452

ONGOING FUND

Category/Position	Computation	Amount
Social Worker II	1.0 FTE x \$131,975	\$ 131,975
Social Services Worker	1.0 FTE x 105,646	\$ 105,646
Deputy Probation Officer	1.0 FTE x \$142,255	\$ 142,255
Legal Procedures Clerk	1.0 FTE x \$92,994	\$ 92,994
GPS Cost	(\$9/day x 85 units x 55 days) allocated to ongoing	\$ 49,646
Total for Ongoing Fund		\$ 522,516

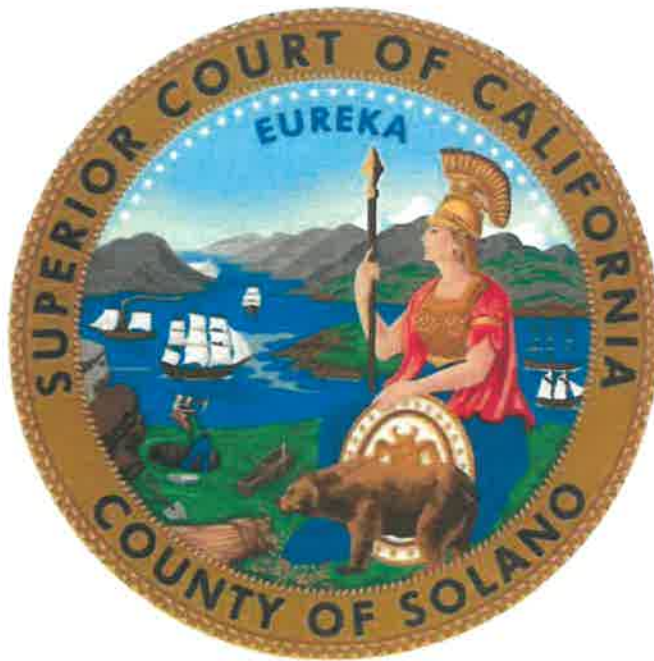
SOLANO COUNTY PRETRIAL PROGRAM BUDGET
FISCAL YEAR 2023-2024

ONE-TIME FUND

Category/Position	Computation	Amount
Vehicle		\$ -
Volunteers of America	2.25 FTE	\$ 175,000.00
Total for One-time Fund		\$ 175,000

ONGOING FUND

Category/Position	Computation	Amount
Social Worker II	1.0 FTE x \$131,975	\$ 131,975
Social Services Worker	1.0 FTE x 105,646	\$ 105,646
Deputy Probation Officer	1.0 FTE x \$142,255	\$ 142,255
Legal Procedures Clerk	1.0 FTE x \$92,994	\$ 92,994
GPS Cost	(\$9/day x 85 units x 55 days) allocated to ongoing	\$ 49,646
Total for Ongoing Fund		\$ 522,516



Superior Court of California, County of Solano

Memorandum of Understanding

July 1, 2021-June 30, 2024

Pretrial Program

MOU NUMBER 48-016992

This Memorandum of Understanding (MOU) is entered into by and between the **Superior Court of California, County of Solano** (hereinafter referred to as "COURT"), and the **County of Solano 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 Program.

WHEREAS, COURT is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Program ("Program").

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;

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;

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

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

1. BACKGROUND

Senate Bill 129 (Stats. 2021, ch. 69), amending the Budget Act of 2021, provides funding 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", and establishes two formulas for the Judicial Council to use in distributing pretrial release program funding.

The pretrial release program funds allocated to the COURT, to administer a Pretrial Program that will fund, implement, operate and evaluate pretrial decision-making in Solano County, are as follows: 1) One-time Fund in the amount of \$1,244,196.63; the funds are available for encumbrance or expenditure for three fiscal years, until June 30, 2024, and 2) Ongoing Fund for Fiscal Year, "FY", 2021/2022 in the amount of \$680,027.21; these funds must be encumbered or expended by June 30, 2022. It is anticipated that \$70 million in ongoing funding will be provided for pretrial release programs for all the superior courts in future years, and that the allocation will be based on the same formula. The estimated Ongoing Fund for FY 2022/2023 is approximately \$680,027.21, and the Ongoing Fund for FY 2023/2024 is also estimated as approximately \$680,027.21. The COURT shall notify the COUNTY of the funding allocation for FY 2022/2023 and FY 2023/2024 as soon as the funding distributions are determined by the Judicial Council of California.

2. GOALS OF THE PROGRAM

- a. As stated in Senate Bill 129 (Stats. 2021, ch. 69), amending the Budget Act of 2021 (in section Sen. Bill 129, sec. 4, item 0250-101-0001, provision 9), the goals of this Pretrial Program are to provide courts with information and resources to:
 - i. Promote the safe, efficient, fair, and timely pretrial release of individuals booked into jail.
 - ii. Impose the least restrictive conditions to address public safety and return to court.
 - iii. Implement appropriate monitoring practices and provisions of services for released individuals.

3. MANNER OF PERFORMANCE OF WORK

COUNTY shall complete all work specified in Exhibit A, Work To Be Performed, 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 projects of Probation will duplicate or overlap any Work under the Contract consistent with the requirements outlined in the Exhibit A, Work to be Performed.

COURT shall complete all work specified in Exhibit A, Work To Be Performed, in accordance with this MOU.

4. TIME OF PERFORMANCE

This MOU shall be in effect for a period of three fiscal years, commencing on July 1, 2021 and terminating on June 30, 2024.

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

The COURT'S obligation under this MOU is subject to the availability of authorized funds. The COURT may terminate the MOU, or any part of the MOU work, without prejudice to any right or remedy of the COURT, for lack of appropriation of funds. Should an appropriation of fund not be approved or withdrawn or reduced prior to the expiration set forth in this MOU, the COURT may, upon notice to the COUNTY, terminate this MOU in whole or in part. This MOU is void and unenforceable if all or part of the federal or State funds applicable to this MOU are not available to the COURT.

6. COSTS OF SERVICES AND BILLING

The budget detail and method of payment associated with this MOU are outlined in Exhibit B and incorporated by reference. No costs shall be submitted for reimbursement, which represent any expenses incurred by the COUNTY, which are not part of the approved budget.

7. TERMINATION

This Agreement may be terminated by either the COURT or COUNTY at any time, upon sixty (60) days written notice by one to the other.

If either COURT OR COUNTY defaults in its performance, the non-defaulting party shall promptly notify the other in writing. If the defaulting party fails to cure a default within thirty (30) days after notification or if the default requires more than thirty (30) days to cure and the defaulting party fails to commence to cure the default within thirty (30) days after notification, then that failure shall terminate this MOU.

8. AUDIT

Each party shall allow the other parties and their designees to review and audit the books, documents and records relating to its obligations under this MOU. The parties will maintain the books, documents and records relating to their respective obligations under this MOU for a period

of five years following final payment by COURT under this MOU. This MOU is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

9. RETENTION OF RECORDS

COUNTY shall maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years and twelve (12) months. The retention period shall start from the date of the submission of the final payment request. COUNTY is also obligated to protect records adequately against fire and other damage.

10. 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 may not be used to supplant or replace already allocated funding for salaries of any current Probation staff (including probation officers, treatment personnel, or clerical staff). Funds provided pursuant to this MOU may only be used for services noted in Exhibit A, Work to be Performed.

11. 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.

12. 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 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.

13. 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 required or permitted by law to perform official duties and its obligations under this Agreement.

14. 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 Probation 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 Affair's Officer.

15. DATA ANALYSIS

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.

16. 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:
 - iv. Workers Compensation.
 - v. Employer's Liability.
 - vi. Commercial General Liability or Evidence of Self-Insurance.
 - vii. Automobile Liability-Owned, non-owned, and hired vehicles, including bodily injury and property damage.

17. CALIFORNIA LAW

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

18. SEVERABILITY

If any terms or provisions 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.

19. 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.

20. 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 its 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.

21. 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.

22. 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 mailed to COUNTY or the COURT and addressed as follows:

COUNTY: Board of Supervisors
County Administration Building
675 Texas St.
Suite 6500
Fairfield, CA 94533

COPY TO: Solano County Probation
475 Union Ave
Fairfield, CA 94533

COURT: Superior Court of California, County of Solano
Brian K. Taylor, Court Executive Officer
Hall of Justice
600 Union Ave
Fairfield, CA 94533

23. AMENDMENTS

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

MOU NUMBER 48-016992

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

COUNTY OF SOLANO,
Superior Court of California

By:  Date: 4/7/22
Robert M. Oliver, Assistant Court Executive Officer

COUNTY OF SOLANO,
Probation Department

By:  Date: 4/25/22
Christopher Hansen, Chief of Probation

APPROVED AS TO FORM

By:  Date: 4/26/22
County Counsel

EXHIBIT A

WORK TO BE PERFORMED

1. PROJECT REQUIREMENTS

- a. The COURT, in partnership with COUNTY, is responsible for ensuring that the following Pretrial Project ("Project") requirements are met:
 - i. Determine defendant eligibility for pretrial release consideration by Probation Pretrial Services Staff (Deputy Probation Officers assigned to the Pretrial Unit).
 - ii. Pretrial Services Report shall be completed for jail arraignment and other scheduled hearings as requested by the COURT.
 - iii. Monitoring of those released under Pretrial Services Supervision shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.
 - iv. Coordinate with the COURT to complete applicable sections of the Quarterly Progress Report and Yearly Budget Report.
- b. The COURT is responsible for ensuring that the following Project requirements are met:
 - i. Collection of data.
 - ii. Submission of reports.
 - iii. Development of program budgets.
 - iv. Coordinate Pretrial operations between participating justice partner agencies.
- c. The Project's Requirements shall be fully operational by June 30th, 2022.

2. PROJECT SCHEDULE

COUNTY shall submit Quarterly Progress Reports and Yearly Budget Report to COURTS in a timely manner on or before the due date as outlined in Exhibit C, Deliverables.

3. REPORTING AND TRACKING

COUNTY shall be responsible for ensuring Quarterly Progress Reports and Yearly Budget Report are submitted to COURTS in a timely manner on or before the due date as outlined in Exhibit C, Deliverables. Progress Reports and Yearly Budget Report 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.

4. 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.

5. SUBCONTRACTS

- a. COUNTY is permitted to subcontract with community-based organizations to provide complementary or supportive services in furtherance of the department's pretrial release services, but only if the following six conditions are satisfied:
 - i. The contractor adheres to the same transparency, accountability, and outcome measure standards that apply to county probation departments.
 - ii. The contractor has a proven record of providing culturally competent and responsive rehabilitative services.
 - iii. The contract will not result in the displacement of county employees or a reduction in the provision of services by county probation department employees.
 - iv. The contractor pays wages and benefits to its non-supervisory employees that are commensurate with or greater than the wages and benefits paid to public employees in similar job classifications.
 - v. The contractor does not pay wages and benefits to its most highly compensated executive and managerial employees that are significantly higher than the rates that would be paid to public employees performing similar job duties.
 - vi. The COUNTY has consulted with the COURT prior to entering into a contract for the provisions of these services.¹

6. GENERAL APPROVED USE OF AWARD FUNDS

- a. The COURT is responsible for the use of Program Funds for the Pretrial Project. Acceptable uses of Program Funds by COUNTY include the following:
 - i. Costs associated with judicial officer pretrial release decisions prior to or at arraignment.
 - ii. Costs for technology to facilitate information exchange and process automation between courts and county departments.
 - iii. Costs for implementation and improvement of court date reminder programs.
 - iv. Costs associated with assessments of defendants' ability to pay a financial condition in cases where the court determines that such a condition is necessary to ensure public safety and return to court.
 - v. Costs associated with providing services to and monitoring of individuals released pretrial. The county departments providing pretrial services for the courts are required to implement evidence-based monitoring practices of defendants released pre-arraignment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and ensure the defendants' return to court.

¹ Sen. Bill 129, § 4, item 0250-101-0001, provision 14.

(Note: SB 129 restricts funds for electronic monitoring for use in limited cases and only after other less restrictive interventions are deemed insufficient to enhance public safety and to ensure the defendant's return to court.)

- vi. Costs associated with providing services such as, but not limited to, bus passes, gift cards for gas, emergency food support, etc.
- vii. Other programs and practices related to pretrial decision-making that address public safety, appearance in court, and the efficient and fair administration of justice.²

7. 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. Incentives such as Gift cards, field trip passes, movie tickets, or other incentives
 - v. COUNTY officials, staff and/or service providers 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.

8. PROGRAM TRAINING

COURTS and COUNTY may use Program Funding for expenses associated with local and/or national Pretrial Services association memberships and attending their perspective conferences and/or trainings.

END OF EXHIBIT A

² Sen. Bill 129, § 4, item 0250-101-0001, provision 11.

EXHIBIT B

PAYMENT PROVISIONS

1. CONTRACTUAL AND REGULATORY COMPLIANCE

Funds allocated to the Project 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.

2. COMPENSATION

- a. The budget detail associated with this MOU is outlined in Exhibit D, Budget Details, as attached and incorporated by reference. No costs shall be submitted for reimbursement, which represent any expenses incurred by the COUNTY, which are not part of the approved budget. Only services rendered under this MOU, as reflected in Exhibit A, shall be reimbursed to the COUNTY by the COURT. The total compensation that the COURT may pay the COUNTY shall not exceed the total budget amounts.
- b. The COUNTY may submit budget revision or request additional funds for other expenses that are not listed in the Budget Details or other charges that exceed the total budget amount for the fiscal year subject to approval by the COURT ("Mid-Year Revision). The request must be submitted to the COURT for approval during the mid-year budget revision period by January 31st of the given fiscal year.

3. INVOICING

- a. COUNTY must bill the COURT for actual hours of services rendered and only for services and materials listed in Exhibit D, Budget Details or Mid-Year Revision.
- b. COUNTY shall bill COURT quarterly in arrears with all supporting documentation necessary to process payment including the actual salary and benefit incurred within a certain pay period.

4. PAYMENT

The COURT shall compensate COUNTY, for services as provided, upon receipt of invoices. The quarterly invoices must be received by the COURT within 10 days of the end of each quarter. The COURT shall make payment within 30 days of undisputed invoice.

5. 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 grant as outlined in Exhibit A, incurred during the performance of this MOU, and ineligible uses of award funds, as further set forth in Exhibit A.

6. CLOSING OUT

The COUNTY is responsible for COURT'S receipt of a final claim for payment **within fifteen (15) days** after termination of this MOU.

END OF EXHIBIT B

EXHIBIT C**SCHEDULE OF DELIVERABLES**

No.	Description	Period of Performance	Due Date
1	- Quarterly Progress Report - Revised Budget Report for FY 2021-2022 (if applicable)	Data Collection Report Period Jan 2022-March 2022	April 11, 2022
2	- Quarterly Progress Report - Revised Budget Report for FY 2022-2023 (if applicable)	Data Collection Report Period April 2022-June 2022	July 11, 2022
3	Quarterly Progress Report	Data Collection Report Period July 2022-Sept 2022	October 11, 2022
4	Quarterly Progress Report	Data Collection Report Period Oct 2022-Dec 2022	January 9, 2023
5	Quarterly Progress Report	Data Collection Report Period Jan 2023-March 2023	April 10, 2023
6	- Quarterly Progress Report - Revised Budget Report for FY 2023-2024 (if applicable)	Data Collection Report Period April 2023-June 2023	July 10, 2023
7	Quarterly Progress Report	Data Collection Report Period July 2023-Sept 2023	October 10, 2023
8	Quarterly Progress Report	Data Collection Report Period Oct 2023-Dec 2023	January 8, 2024
9	Quarterly Progress Report	Data Collection Report Period Jan 2024-March 2024	April 8, 2024
10	Quarterly Progress Report	Data Collection Report Period April 2024-June 2024	July 8, 2024

END OF EXHIBIT C

Attachment D – Court budget detail sheet (One-time Funding)

COURT NAME:	Solano Superior Court
FISCAL YEAR:	Year 1 (July 1, 2012, to June 30, 2012)

COST PROPOSAL

[illegible]

Enter all court staff assigned to Pretrial duties.
Please specify their job title. If there are multiple
people with the same job role and salary then keep
on one line and highlight the computation

Enter positions as listed under salaries and the associated benefit rate.

Include any travel costs specifically related to the pretrial program

This includes minor and major IT equipment, computers, servers and computer accessories

General office supplies used for the pretrial service program

IT service plans, server installation, data consultant,
research consultant

You cannot enter information here. See next Tab/worksheet. Subtotals and Total are pulled in from Contractor breakdown worksheet

PRETRIAL SERVICE PROVIDER NAME:
FISCAL YEAR:

[illegible]

Personal Service Fee: \$200.00

You cannot enter information here. See next Tab/worksheet. Subtotals and Total are pulled in from Contractor breakdown worksheet.

EXAMPLE Probation Department
Year 1 (July 1, 2021, to June 30, 2022)

Enter the total amount (salary plus fringe benefits) for each staff member and multiply that by the FTE rate for each position.

Note: The amounts stated above and contained in the budget plan represent a statement of the Solano County Probation Department's estimated expenditures in providing Pretrial Program services for a three-month period in Fiscal Year 2021-2022. The total Ongoing Fund allocated to Solano Superior Court for Fiscal Year 2021-2022 from the Pretrial Release Program Fund is \$680,027.21, of which approximately 70% will be allocated to Solano County Probation Department, estimated as approximately \$476,019. The Court will reimburse the County the actual expenses incurred in Fiscal Year 2021-2022.

Job Title	FTE		Base Salary		Benefits \$	Total Salary
Social Worker II	1		\$ 77,651		\$ 54,324	\$ 131,975
Social Services Worker	1		\$ 58,990		\$ 46,656	\$ 105,646
Deputy Probation Officer	1		\$ 79,688		\$ 62,567	\$ 142,255
Legal Procedures Clerk	0.5		\$ 25,012		\$ 21,485	\$ 46,497

Job Title	FTE	Monthly Base Salary	Annual Base Salary	Monthly Benefits	Annual Benefits	Annual Salary and Benefit
Social Worker II	1	6,470.92	77,651	4,527	54,324	131,975
Social Services Worker	1	4,915.83	58,990	3,888	46,656	105,646
Deputy Probation Officer	1	6,640.67	79,688	5,214	62,567	142,255
Legal Procedures Clerk	0.5	4,168.67	50,024	3,581	42,970	46,497

PRETRIAL SERVICE PROVIDER NAME:	Solano County Probation Department
FISCAL YEAR:	Year 1 (July 1, 2023, to June 30, 2024)

Amend department titles to reflect your department.

Enter the total amount (salary plus fringe benefits) for each staff member and multiply that by the FTE rate for each position.