

**MEMORANDUM OF UNDERSTANDING BETWEEN  
LAURA AND JOHN ARNOLD FOUNDATION  
AND TULARE COUNTY, CALIFORNIA**

This Memorandum of Understanding (“*MOU*”) documents the understanding by and between Tulare County, California (“*Tulare County*”) and the Laura and John Arnold Foundation (the “*Foundation*”), a tax-exempt private foundation dedicated to producing substantial, widespread, lasting reforms that will transform the criminal justice system. This MOU concerns the collaboration between the parties on a project to implement the Public Safety Assessment™ court-based pretrial risk assessment tool developed by the Foundation (the “*Tool*”).

The Foundation and Tulare County share the goals of increasing public safety, reducing crime, and improving the cost-effectiveness and fairness of the criminal justice system. Tulare County and the Foundation intend to collaborate on the implementation of the Tool, as well as the collection and evaluation of related data, in order to enhance the administration of criminal justice in Tulare County and nationally. In furtherance of this goal, the Foundation grants to Tulare County a nonexclusive, non-transferable right and license to install, implement, and use the Tool free of charge in Tulare County, provided that Tulare County abide by all the terms and conditions of this MOU.

In consideration of the mutual understanding and goals of the parties to this MOU, the parties agree to the following:

**I. MUTUAL AGREEMENTS**

1. **Term.** This MOU shall commence upon execution by all parties and will remain in effect until terminated by any one party. Any party may terminate this MOU upon providing written notice to the other parties. Upon termination, all rights and licenses to the Tool granted under this MOU, including the right to use the Tool and/or related materials, shall cease. The non-disclosure obligations in Section II.6, however, shall survive termination of this MOU.
2. **Assignment of rights.** No party may assign its rights under this MOU without the express written permission of the other parties. Any assignment that does not comply with this provision will be deemed null and void.
3. **Warranty.** The Tool is provided “as is” without warranty.
4. **Implementation Plan.** It is the intent of the parties to administer the Tool to all defendants booked into Tulare County jails. To that end, the parties agree to mutually develop and adopt an implementation plan that sets forth a timetable for the Tool’s rollout throughout Tulare County and, at the conclusion of the rollout, the Tool’s county-wide administration, as set forth above.
5. **Notice.** Notice may be provided via electronic mail with confirmation of delivery or via certified mail to each party at the respective addresses:

Tulare County:

Michelle Bonwell  
Chief Probation Officer  
Tulare County Probation Department  
221 South Mooney Boulevard, Room 206  
Visalia, California 93291  
MBonwell@co.tulare.ca.us

Foundation:

Jennifer Nelsen  
Assistant General Counsel  
Laura and John Arnold Foundation  
1717 West Loop South, Suite 1800  
Houston, Texas 77027  
jnelsen@arnoldfoundation.org

## II. TULARE COUNTY

1. **Fidelity to the Tool.** Tulare County agrees to use the Tool in a manner consistent with instructions, templates, or other guidance provided by the Foundation regarding: inclusion or exclusion of risk factors; definition of risk factors; weighting of risk factors; scoring or calculation of risk level; categorization of defendants by level of risk for failure to appear, new criminal arrest, and new violent criminal arrest; visual or other presentation of results generated by the Tool; and other issues related to the use and implementation of the Tool.
2. **System improvements.** Subject to the parties' implementation plan, as discussed above in Section I.4, Tulare County agrees to administer the Tool to all defendants at the earliest possible point following arrest. The results of the risk assessment will be presented and considered at a defendant's first court appearance (which shall take place no more than 24 hours after arrival in Tulare County jail) and any appearance during which a release/detention determination is made or bail is set or adjusted.
3. **Provision of data and access to staff.** The Foundation is engaged in ongoing research regarding the Tool, including research on the impact of adopting the Tool in jurisdictions and the development of data linkages across systems. Tulare County agrees that, upon request from the Foundation, it will promptly provide the Foundation or individuals it designates, including third party researchers or consultants engaged by the Foundation to perform work related to the Tool, with data from existing computer systems relevant to these research and evaluation efforts, including but not limited to all data used to calculate and apply the Tool in Tulare County; all data needed to track failure (failures to appear, new criminal activity, and new violent criminal activity) of arrestees for a reasonable period of time post-implementation (such time period not to be less than two years); all data needed to understand the amount of time arrestees spend incarcerated during their pretrial periods; data on expenditures due to incarceration; and information needed to

understand and use the aforementioned data. Tulare County agrees that the Foundation may use this data and information for further development and evaluation of the Tool. Further, Tulare County understands that producing this data may require education of researchers that the Foundation designates sufficient to allow them to comprehend what is being provided. Tulare County agrees to work with the researchers the Foundation designates to produce the required data at reasonable intervals. In complying with the terms of this MOU, the parties agree that de-identified data may be required to comply with certain privacy laws or corresponding orders of the court, and nothing in this MOU shall be construed to require the Foundation or Tulare County to disclose information in violation of those laws or orders.

4. **License limitations.** Except for the limited rights and licenses expressly granted in this Agreement, no other license is granted, and no other use is permitted. Tulare County agrees not to use the Tool or any information presented by the Tool to create any similar software; or decompile, disassemble or otherwise reverse engineer the Tool. The licenses are solely for academic, non-profit or federal, state or local government use. No commercial use or use by a commercial entity is permitted by this Agreement.
5. **Ownership.** The Foundation and its licensors shall retain all right, title and interest (including patents, copyrights, trade secrets and trademarks) in and to the Tool. Any improvements to the Tool arising out of any feedback or data provided by Tulare County shall be solely owned by the Foundation.
6. **Non-disclosure.** Nothing in this MOU prevents Tulare County from disclosing information about the operation, implementation, and presentation of the Tool, including the risk factors and weightings. However, Tulare County agrees that it will not, without the Foundation's prior written consent, which shall not be unreasonably withheld, assist in or otherwise facilitate the Tool's implementation by a jurisdiction or another third party not a party to this MOU. Moreover, if Tulare County receives a request from a non-party for documents or other information concerning or related to the Tool (including, but not limited to, an open records request, subpoena, litigation-based request for production, request for admission, or interrogatory, or an application for a court order compelling the production of such documents or other information), Tulare County shall notify the Foundation within ten (10) days of receiving such request. Tulare County shall make all good-faith efforts to assist the Foundation in obtaining whatever relief it may seek regarding such request. This provision shall survive the termination of this MOU and remain in effect until withdrawn in writing by the Foundation.
7. **Implementation Site Coordinator.** Throughout the implementation of the Tool, Tulare County designates the following individual as the site coordinator responsible for leading and/or guiding implementation efforts on behalf of Tulare County in conjunction with the Foundation and researchers and/or consultants it designates:

Tracey Peck, Division Manager  
221 South Mooney Blvd., Room 206  
Visalia, California 93291  
(559) 713-2750

### III. THE FOUNDATION

1. **Research, development, and sharing of findings.** The Foundation will engage in ongoing research and development efforts based on data and input from Tulare County as well as other jurisdictions that implement the Tool. The Foundation agrees to share with Tulare County the key findings from this and other research related to the Tool. In addition, the Foundation will provide Tulare County with any modifications made to improve the precision, accuracy, or usability of the Tool.
2. **Privacy and confidentiality.** In obtaining and storing data from Tulare County, the Foundation agrees to comply with all applicable privacy and data protection laws and not to make any disclosures to third parties in violation of these laws. The Foundation will not disseminate or disclose any personally identifiable information to any other organization or individual, other than Tulare County and the Foundation's staff, researchers, contractors, or consultants engaged by the Foundation to perform work related to the Tool. Any and all reports or publications produced as a part of this project will present data and findings in aggregated form.
3. **Ownership, publication, and release of research and Tool instructions.** The Foundation shall own all right, title, and interest (including, but not limited to, patent, trademark, and copyrights) in the Tool and any related inventions and works of authorship related to or derived in any way from the research. Accordingly, without further notice to or consent from Tulare County, the Foundation may reproduce, distribute, and/or produce derivative works based on any reports, findings, instruction manual(s) for the Tool, de-identified, aggregated data or other data in accordance with Section III.2 above, and other related documentation.
4. **Limitation of Liability.** To the extent permitted by law, Tulare County agrees that the Foundation shall not be liable for any losses, damages, claims, or other liabilities arising out of Tulare County's usage of the Tool.
5. **Choice of Law.** The parties agree to remain silent.

*[Signature Page Follows.]*

THE FOREGOING IS UNDERSTOOD, ACCEPTED, AND AGREED TO BY TULARE COUNTY AND THE FOUNDATION.

**TULARE COUNTY**

Name: Pete Vander Poel

Title: Chairman, Tulare County Board of Supervisors

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
BY *T. W. G.*  
Deputy (20171113)

**LAURA AND JOHN ARNOLD FOUNDATION**

Name: Kelli Rhee

Title: President and Chief Executive Officer

Signature: *Kelli Rhee*

Date: 10/30/17