



**Information &
Communications
Technology
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

- KUYLER CROCKER
District One
- PETE VANDER POEL
District Two
- AMY SHUKLIAN
District Three
- EDDIE VALERO
District Four
- DENNIS TOWNSEND
District Five

AGENDA DATE: March 17, 2020 - REVISED

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Marilyn Lucas PHONE: 559-622-7313		

SUBJECT: Approve a Memorandum of Understanding (MOU) with the Superior Court of California, County of Tulare.

REQUEST(S):
That the Board of Supervisors:

1. Approve a Memorandum of Understanding between the Superior Court of California, County of Tulare through the Tulare County Information and Communication Technology (TCiCT) Department for the Pretrial Pilot Program, in the amount of \$30,000, retroactive from October 1, 2019 through December 31, 2021. This Memorandum of Understanding is retroactive due to the date it was received from the Superior Court of California, making it impracticable for the Board to take action prior to October 1, 2019.
2. Find that the Board had the authority to enter into the proposed Memorandum of Understanding as of October 1, 2019, and that it was in the County's best interest to enter into the Memorandum of Understanding on that date.
3. Authorize the Chair to sign the Memorandum of Understanding.
4. Approve the necessary budget adjustment per attached AUD 308. (4/5ths vote required).

SUBJECT: Approve a Memorandum of Understanding (MOU) with the Superior Court of California, County of Tulare.

DATE: March 17, 2020

SUMMARY:

This year's state budget earmarked \$75 million to the Judicial Council to launch and evaluate two-year pretrial projects in local trial courts. As directed by the Legislature, the projects aim to increase the safe and efficient release of arrestees before trial; use the least restrictive monitoring practices possible while protecting public safety and ensuring court appearances; validate and expand the use of risk assessment tools; and assess any bias.

On August 9, 2019, The Superior Court of California, County of Tulare ("Court"), was one of 16 pretrial projects in trial courts throughout the state to receive a grant from the Judicial Council to administer a Pretrial Pilot Program that will fund, implement, operate and evaluate pretrial decision-making in Tulare County.

The County of Tulare has operated an integrated system tying together its criminal justice league through the use of integrated software. This group represented by TC Information and Communication Technology (TCiCT), District Attorney, Probation, Public Defender, Sheriff, and Superior Court brings together all the partners allowing them to work smarter and more efficiently since 2010. This partnership has aided the Superior Court in receiving this grant. This grant will build upon the system that has already been developed to help interface the Sheriff, Probation, and Tulare County Superior Court to aid in the expansion of the Pretrial Pilot Program.

TCiCT's role in this project is to: 1) aid in the development of the workflow; 2) develop the functional specifications for Middleware, Sheriff, and Probation outlining changes to their respective software systems; 3) work with the Justice League as to their project management of these changes and updates; 4) test and code these changes.

This Memorandum of Understanding (MOU) has been approved as to form by County Counsel. The following terms of the MOU deviate substantively from the standard County boilerplate: 1) The MOU requires mutual indemnification; 2) the MOU is contingent on the availability of funding, if funding is reduced or eliminated, the Court can modify or terminate the MOU; and 3) The Judicial Council of California, not the County own all rights to any data analysis produced by the County under the MOU.

FISCAL IMPACT/FINANCING:

The amount the Court will pay the County for performing the work set forth in the MOU for two fiscal years (FY 2019/2020 and FY 2020/2021) shall be \$30,000. The revenue for FY 2019/2020 of \$25,000 will be added to the approved budget of the TCiCT Department per attached AUD308 and the revenue for FY 2020/2021 amounting to \$5,000 will be included in the Department's budget for that fiscal year. Approval of the request will have no impact on net County costs.


SUBJECT: Approve a Memorandum of Understanding (MOU) with the Superior Court of California, County of Tulare.

DATE: March 17, 2020

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security Performance Initiative to provide for the safety and security of the public. The ability of the County to maintain community safety and security will be aided by the improved ability of an electronic process to access assessment reports and sign off on them remotely.

ADMINISTRATIVE SIGN-OFF:



Peg L. Yeates
Information & Communications Technology Director

cc: County Administrative Office

Attachment(s)

Exhibit A – Memorandum of Understanding (MOU)
Exhibit B – AUD 308

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE A)
MEMORANDUM OF UNDERSTANDING) Resolution No. _____
(MOU) WITH THE SUPERIOR COURT) Agreement No. _____
CALIFORNIA, COUNTY OF TULARE)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved a Memorandum of Understanding between the Superior Court of California, County of Tulare through the Tulare County Information and Communication Technology (TCiCT) Department for the Pretrial Pilot Program, in the amount of \$30,000, retroactive from October 1, 2019 through December 31, 2021. This Memorandum of Understanding is retroactive due to the date it was received from the Superior Court of California, making it impracticable for the Board to take action prior to October 1, 2019.
2. Found that the Board had the authority to enter into the proposed Memorandum of Understanding as of October 1, 2019, and that it was in the County's best interest to enter into the Memorandum of Understanding on that date.
3. Authorized the Chair to sign the Memorandum of Understanding;
4. Approved the necessary budget adjustment per attached AUD 308. (4/5ths vote required).

**2019-2021 MEMORANDUM OF UNDERSTANDING
PRETRIAL PILOT PROGRAM
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE**

This Memorandum of Understanding (MOU) is entered into by and between the **Superior Court of California, County of Tulare** (hereinafter referred to as "COURT"), and the **County of Tulare through the Tulare County Information and Communication Technology (TCiCT) Department** (hereinafter referred to as "COUNTY"). This MOU sets forth each party's roles and responsibilities as they relate to the Pretrial Pilot Program, for the period of October 1, 2019 through December 31, 2021.

WHEREAS, COURT is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Pilot Program ("Program") under the terms and conditions of the MOU No. 46505 between Court and the Judicial Council (the "Contract");

WHEREAS, COURT desires to subcontract with COUNTY for TCiCT 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

The COURT has received a grant to administer a Pretrial Pilot Program that will fund, implement, operate and evaluate pretrial decision-making in Tulare County. The COURT and COUNTY will operate under existing law and incorporate judicial officer release decisions prior to arraignment (or at arraignment if a hearing is required) that are informed by a risk assessment conducted by COUNTY.

2. GOALS OF THE PROGRAM

- a. As stated in Senate Bill 73, the Budget Act of 2019 (in section 0250-101-0001-For local assistance, Judicial Branch, Provision 3), the goals of this Pretrial Pilot Program are to:
 - i. Increase the safe and efficient pre-arraignment and pretrial release of individuals booked into jail by expanding own recognizance and monitored release;
 - ii. Implement monitoring practices of those released pre-arraignment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and return to court.
 - iii. Expand the use and validation of pretrial risk assessment tools that make their factors, weights and studies publicly available; and,

- iv. Assess any disparate impact or bias that may result from the implementation of these projects in order to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.

3. MANNER OF PERFORMANCE OF WORK

COUNTY shall provide and complete all work specified as outlined in Exhibit B, *Services to be Performed* and in accordance with this MOU.

COUNTY warrants to COURT, that funds provided to COUNTY under the MOU will only be used for new or expanded services and that no ongoing or completed projects of TCiCT will duplicate or overlap any Work under the Contract consistent with the requirements outlined in the Exhibit B, *Services to be Performed*.

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

- a. The COURT'S obligations under this MOU are subject to the availability of authorized funds. Upon Notice to COUNTY, the COURT may terminate the MOU or any part of the Work, if expected or actual funding to compensate the COURT is withdrawn, reduced, limited or reallocated.
- b. Funding for this MOU beyond the current Appropriation Year is conditional upon appropriation of sufficient funds to support the activities described in this MOU. Should such an appropriation not be approved, the MOU will terminate at the close of the current Appropriation Year.

5. SUSPEND WORK

The COURT may, at any time, issue a Suspend Work Order to require COUNTY to stop all, or any part, of the Work of this MOU, for a period up to ninety (90) days, or for any further period as agreed upon by Judicial Council and the COURT, after the Suspend Work Order is delivered to the COURT by the Judicial Council.

If the Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, COUNTY shall resume Work.

6. 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 TCiCT staff (including probation officers, treatment personnel or clerical staff). Funds provided pursuant to this MOU may only be used for services noted in Exhibit B, *Services to be Performed*.

7. 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.

8. 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.

9. 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.

10. 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 Affairs Officer.

11. DATA ANALYSES

The Judicial Council retains and owns all rights (including copyrights), title, and interest in and to any Data Analysis produced by the Judicial Council or its contractors. For any Data Analysis produced by COUNTY; COUNTY grants the Judicial Council a perpetual, irrevocable, royalty-free license to use, reproduce, display, distribute and modify the Data Analysis and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

12. INSURANCE REQUIREMENTS

- a. The COUNTY shall maintain and show proof of adequate insurance coverage before beginning work of this MOU.
- b. The COUNTY'S insurance policies must be endorsed to include the COURT as an additional insured. The COURT must receive certificates of insurance from the COUNTY, or verify coverage is current and on file with the COURT, prior to the beginning of any work.
- c. The COUNTY shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the COURT. Examples of the types of insurance coverage generally maintained could include, but are not limited to the following:

- i. Workers Compensation.
- ii. Employer's Liability.
- iii. Commercial General Liability or Evidence of Self-Insurance.
- iv. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.

13. CALIFORNIA LAW

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

14. SEVERABILITY

If any terms or provision of this MOU is found to be illegal or unenforceable, this MOU shall remain in full force and effect and that term or provision shall be deemed stricken.

15. 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.

16. 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.

17. 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.

18. NOTICES

Any notice to be given under this MOU shall be in writing and shall be served either by personal delivery or by first class mail; postage prepaid, via certified mail, and shall be deemed delivered when it is so mailed to COUNTY or the COURT and addressed as follows:

COUNTY:	Board of Supervisors	COPY TO:	Tulare County TCiCT
	County Administration Building		County Civic Center
	2800 West Burrel		5953 S. Mooney Blvd
	Visalia, CA 93291		Visalia, CA 93277

Phone No.: (559) 636-5000 / FAX No.: (559)733-6318

COURT: Superior Court of California, County of Tulare
Stephanie Cameron, Court Executive Officer
221 S. Mooney Blvd., Room 303
Visalia, CA 93291

Phone.: (559)730-5000 / Fax No.: (559)737-4290

19. 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.

20. ENTIRE MOU

Headings or captions to the provisions of this MOU are solely for the convenience of the parties, are not part of this MOU, and will not be used to interpret or determine the validity of this MOU. This MOU was negotiated between the parties, and neither party "prepared" this MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation. This MOU constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or MOUs between the parties, whether written or oral, express or implied, relating in any way to this matter.

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

COUNTY OF TULARE

Date: _____

By: _____

Chairman, Board of Supervisors

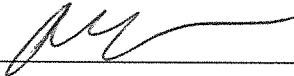
ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By: _____

Approved as to Form
County Counsel

Date: 3-6-2020

By: 

Date: 3-6-2020

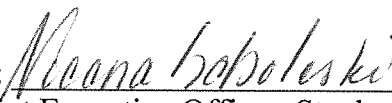
By: 
Court Executive Officer, Stephanie Cameron
By Nocona Soboleski

EXHIBIT A
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. CONTRACT AMOUNT

The amount the COURT will pay COUNTY under this MOU for performing the Work, set forth in Exhibit B, *Services to Be Performed*, shall not exceed the amount of \$30,000.

3. PAYMENT


The COURT shall compensate COUNTY, for services as provided, upon receipt of invoices, timesheets and payroll summaries as required by the Judicial Council of California. COUNTY shall provide invoices on a calendar quarterly basis with all supporting documentation necessary to process payment. The quarterly invoices must be received by the COURT no later than the 20th day of the following the end of each quarter. The COURT shall make payment within 30 days of approved invoice.

**END OF EXHIBIT
EXHIBIT B
SERVICES TO BE PERFORMED**

1. The COUNTY will provide to the COURT the following services:
 - a. Project management to the **whole** and other applicable county departments;
 - b. Provide functional specifications to each vendor;
 - c. Provide the programming for the Middleware component which all justice computer systems will communicate through;
 - d. Provide testing of the system; and
 - e. Attend required Pretrial Pilot Program meetings as necessary.

END OF EXHIBIT

County of Tulare — Auditor Controller Budget Adjustment Form

							2:14 PM			
Date: _____				Document ID Number: _____			Accounting Period: _____			
				TCICT			S Murch			
				Agency Name			Contact Person			
							27314			
							19/20			
							Phone			
							Extension			
Action** A,C,D	Fund	Dept	Appr #				<u>LEVEL 1 Finish Here</u>	Current Amount	Revised Amount	Inc / Dec Amt
C	071	090	0901SBEN					100,000	125,000	25,000
										-
										-
										-
										-
										-
										-
Appropriations Total							<i>Need Not Equal Zero</i>	100,000	125,000	25,000
Action** A,C,D	Fund	Dept	Appr #	Unit	Object	Rev	<u>LEVEL 2 Start Here</u>	Current Amt	Revised Amount	Inc / Dec Amt
C	071	090		2900		9407		24,572,897	24,597,897	(25,000)
C	071	090	0901SBEN	2900	6002			100,000	125,000	25,000
										-
										-
										-
										-
										-
										-
										-
										-
										-
										-
Line Total							<i>Must Equal Zero</i>	\$ 24,672,897	\$ 24,722,897	\$ -
Reason for Adjustment (To Avoid Correspondence, State Reason in Detail)										
To add to the TCICT Department's FY 19/20 approved budget the cost and revenue associated with the implementation of the Pretrial Pilot Program. - See Steven Murch with Questions - 559.622.7314 or via email @ smurch@co.tulare.ca.us										
 _____ Affected Dept Head Signature						_____ Other Affected Dept Head Signature				
Checked By: _____							Entered By: _____			
County Executive Office Action: No. _____ Date: _____							Date: _____			
() Approved () Disapproved							Distribution: 1: BOS/CAO/Auditor			
By: _____										
Board of Supervisors Action: No. _____ Date: _____										
** Action Codes: A=Add, C=Change, D=Deactivate										
* Whenever a 93XX account budget is adjusted, a corresponding 94XX account budget must be adjusted in the billing agency, except for ISFs										
* Whenever a 95XX account budget is adjusted, a corresponding 96XX account budget must be adjusted in the billing agency, and vice versa										
* Whenever a 97XX account budget is adjusted, a corresponding 98XX account budget must be adjusted in the billing agency, and vice versa										