

**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

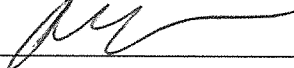
ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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 20<sup>th</sup> 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**