

MEMORANDUM OF UNDERSTANDING
between
SUPERIOR COURT of CALIFORNIA, COUNTY of NAPA
and
NAPA COUNTY PROBATION AGENCY

July 1, 2022 – June 30, 2023

This Memorandum of UNDERSTANDING (MOU) is made and entered into with the Superior Court of California, County of Napa (COURT) and the NAPA COUNTY Probation Department, (PROBATION), dated the 1st day of July, 2022. COURT and PROBATION may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, the COURT has received State funding from Senate Bill 129 (Stats.2021. Ch. 69) 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,

WHEREAS, the COURT has declared its intent to provide pretrial services to qualified persons by contracting for specific expertise; and,

WHEREAS, the Napa County Probation Department (PROBATION) has experienced and qualified staff capable of delivering such pretrial services;

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, COURT and PROBATION hereby enter into an MOU for the provision of pretrial services, pursuant to the following terms and conditions.

PURPOSE AND INTENT: The Parties are entering into this MOU for the purpose of enhancing and expanding the Pretrial Pilot Program in Napa County.

GOALS of the PROGRAM: Through this MOU, the Parties seek to:

- Increase the safe and efficient pre-arraignment and pretrial release of individuals booked into Napa County jail, by expanding own-recognizance, and monitored releases;
- Operate practices for monitoring those individuals released pre-arraignment and pretrial, with the least restrictive interventions and practices, as necessary to enhance public safety and return to court;
- Provide an investigative pretrial report to judicial officers for bookings, with limited exceptions for pre-sentenced individuals, and "holds" that don't go to arraignment;
- Gather and review data from the program on an ongoing basis for continuous program improvement;
- Reduce failure-to-appear rates and associated warrants; and,

- Reduce formal violations of pretrial-release terms and conditions.

RESPONSIBILITIES:

I. PROBATION Responsibilities

PROBATION shall perform the following services through its PreTrial unit:

- a. Conduct assessments to evaluate defendants using the Ohio Risk Assessment Systems-Pretrial Assessment Tool (ORAS-PAT). Defendants will be assessed within 24 hours of booking.
- b. Maintain pretrial operations seven days per week. This is projected to require 1.50 FTE Deputy Probation Officers, .25 FTE Staff Analyst, and .08 FTE IT Manager
- c. Complete pretrial reports for judicial review:
 - i. The Deputy Probation Officer (DPO) will provide the results of the ORAS-PAT for Judicial Review.
 - ii. For defendants who remain detained and who are subsequently charged by the District Attorney's office, DPOs will conduct a full pretrial investigation and provide COURT with an arraignment report with a recommendation for continued detention, release on OR, or release on Supervised OR.
- d. Obtain and update current contact information from defendants for the COURT's reminder system.
- e. Following the assessments outlined above, refer defendants to appropriate programs and services.
- f. Make electronic monitoring available for defendants who score higher on the ORAS-PAT.
- g. Make Secure Continuous Remote Alcohol Monitor (SCRAM) devices available for defendants who require alcohol monitoring.
- h. Send representatives to project team meetings.
- i. Send representatives to attend relevant training regarding Pretrial Services.
- j. Ensure data integration of the COURT and PROBATION case management systems, for the purpose of tracking and extracting data, as needed for the grant.

- k. Assist with grant administration requirements, including fiscal tracking and reporting to COURT related to the utilization of allocated funds.
- l. Assist in the completion of the Judicial Council Quarterly Progress Report (Exhibit "A").
- m. Assist in the completion of the Judicial Council Budget Detail Report (Exhibit "B").
- n. Submit invoices to COURT no more frequently than monthly. The invoices must include information and supporting documentation, including a workload report, if and as requested.

II. COURT Responsibilities

COURT shall perform the following services:

- a. Provide judicial officers to review Pretrial release recommendations. Reviews will occur as agreed upon by the COURT and PROBATION.
- b. Lead the effort to maintain the court date reminder system, and manage any technical development related to the operation of this system.
- c. Send representatives to steering committee meetings with COURT, District Attorney, Public Defender, and Corrections Department.
- d. Send representatives to attend relevant training regarding Pretrial Services.
- e. COURT shall pay PROBATION at the rates and/or in the amount(s) agreed upon and set forth in Clause V of this MOU. Compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

III. Mutual PROBATION and COURT Responsibilities

The Parties will work together in good faith to perform the following:

- a. Manage data reporting requirements under the terms of the Master Agreement and facilitate reporting to JCC.
- b. Submit Quarterly progress reports to the JCC, per the JCC schedule and template.
- c. Establish mutually satisfactory methods for the exchange of information as necessary to permit each party to perform its obligations and duties under this MOU.
- d. Establish appropriate procedures to ensure that all information is

safeguarded from improper disclosure, in accordance with applicable State and Federal laws and regulations.

- e. Establish mutually satisfactory methods for problem resolution, optimally at the lowest possible administrative level, with additional procedures for elevating problem resolution up through COURT's and PROBATION's respective chains of command, as necessary.
- f. Take any and all other steps necessary to ensure that performance hereunder complies, in all respects and at all times, with the terms and conditions of the Master Agreement.

IV. General Terms

- a. Term: Subject to approval by the Napa County Board of Supervisors, this MOU shall take effect July 1, 2022, and remain in effect until June 30, 2023. This MOU may be extended by mutual, written MOU of the Parties, for three (3) additional one (1) year periods, subject to receipt of all requisite future budgetary approvals by the Napa County Board of Supervisors and the JCC.
- b. Termination: Either Party may terminate this MOU upon 60 days' prior written notice to the other Party. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of PROBATION, but may exercise such authority only after consulting with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph. PROBATION shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination.
- c. Alteration of Terms: This MOU may be modified or amended upon the written mutual consent of the Parties hereto.
- d. Upon expiration or termination of this MOU, all finished or unfinished documents and other materials, if any, and all rights therein shall be the property of and shall be promptly returned to PROBATION, although COURT may retain a copy of such work for its records only. If services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this MOU shall remain with PROBATION.

V. Fiscal and Program Provisions

- a. COURT shall compensate PROBATION for employee salaries and benefits, services, and any other items detailed in the program budget that are utilized for the operation of the PreTrial Program. Notwithstanding any other provision herein, the total compensation under this MOU shall be based on the Judicial Council allocation to the courts based on each county's relative proportion of the state population that is 18 through 26 years of age. COURT and PROBATION shall agree annually on a budget before July 1st of each fiscal year.
 - Fiscal Year 2021-2022 Allocation: All unspent SB 129 funding shall be rolled over to FY 2022-2023.
 - If funds have not been expended in accordance with this Agreement and COURT has determined after consultation with PROBATION that funds will not be spent in a timely manner, such funds shall be rolled over to the next fiscal year in a manner consistent with federal and state law, regulations and policies.
 - The COURT may retain up to 30% of the Judicial Council allocation
- b. Invoices shall clearly indicate and include:
 - PROBATION's name, address, and remittance address, if different from the mailing address.
 - PROBATION accounting contact name, telephone, and e-mail address.
 - The fiscal year of the MOU, and the Program title (Pretrial SB 129 Program).
 - The amount of reimbursement requested for each category line item of allowable expenses, including a total amount.
 - All pertinent back-up documentation; copy of paid invoices for services, payroll system reports for all amounts billed for county employee salaries and benefits.
 - The signature(s) of the authorized PROBATION official(s).

PROBATION shall submit invoices to:

Napa Superior Court
Attn: Accounts Payable
825 Brown Street
Napa, CA 94559

To be eligible for reimbursement, all billed charges must be incurred within the respective fiscal year period. PROBATION's final invoice must be received by the COURT no later than 20 days from the fiscal year-end date. Failure to meet the final invoice submittal date may result in non-payment of the invoice.

VI. Right to Monitor and Audit

- a. PROBATION agrees to permit COURT, the JCC, and/or any of their duly authorized representatives to have access to and to examine and audit any pertinent books and records related to this MOU.

VII. Auditing and Monitoring

- a. PROBATION shall keep and maintain fiscal, program and management records in an orderly manner. Fiscal records shall be kept in accordance with generally accepted accounting procedures
- b. PROBATION shall maintain all records pertaining to service delivery and all fiscal, statistical and management books and records pertaining to this program locally (within the County). Records shall be available for examination and/or audit by COURT and/or JCC for a period of not less than four (4) years after final payment under the MOU, which period shall be extended for a period reasonably necessary to permit the completion and settlement of any examination and/or audit commenced prior to the 4th anniversary. Program data shall be retained and made available upon request or turned over to COURT. Failure to maintain acceptable records per the requirements is grounds for immediate termination of the MOU.

VIII. Amendment/Modification

- a. Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only PROBATION, in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed Under Responsibilities Clause I.

IX. Authority to Contract

- a. COURT and PROBATION each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this MOU. The Parties further warrant that the signatories to this MOU are authorized to execute this MOU on behalf of their respective Parties and that any action necessary to bind each such Party has been taken by that Party prior to entering into this MOU.

X. Contacts

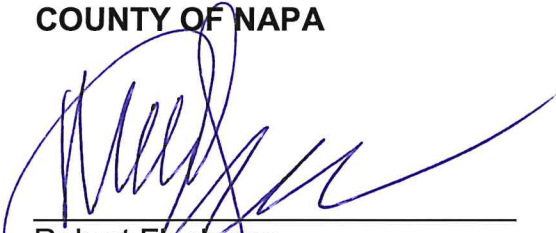
Notices shall be made in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.

Probation	Court
<u>Project Manager</u> Craig Burch Chief Deputy Probation Officer craig.burch@countyofnapa.org (707) 299-1619	<u>Project Manager</u> Robert Fleshman Court Executive Officer bob.fleshman@napa.courts.ca.gov (707) 299-1111
<u>Fiscal</u> Ferlyn Buenafe, Staff Services Manager ferlyn.buenafe@countyofnapa.org (707) 253-4126	<u>Fiscal</u> Tarry Singh, Chief Financial Officer tarry.singh@napa.courts.ca.gov (707) 299-1248

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS THEREOF, COURT and PROBATION have executed this agreement as written.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF NAPA**



Robert Freshman
Court Executive Officer

Date

**NAPA COUNTY, a political subdivision
of the State of California**

Ryan Gregory, Chair
Board of Supervisors

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date: _____
Processed By: _____

Deputy Clerk of the Board

APPROVED AS TO FORM
Office of the County Counsel

By: *Corey S. Utsurogi*
Date: 7/5/22

ATTEST: Neha Hoskins
Clerk of the Board of Supervisors

By: _____

Exhibit A

Pretrial Release (SB 129) Quarterly Progress Report

Superior courts must summarize pretrial-related activities, including progress towards goals and objectives, program achievements and challenges, collaboration with the justice system and other local partners, and key staff or procedure changes.

**PLEASE EMAIL YOUR FILLABLE QUARTERLY PROGRESS REPORT
AND SUBMIT ANY QUESTIONS TO PRETRIAL@JUD.CA.GOV**

SUPERIOR COURT NAME	PLEASE SELECT COURT NAME		
RELEVANT FISCAL YEAR QTR.	PLEASE SELECT FISCAL YEAR QUARTER		
PRETRIAL SERVICES PROGRAM IN OPERATION?	YES ☐	NO ☐	PROGRAM GO-LIVE OPERATIONAL DATE:
CONTACT INFO. FOR PERSON COMPLETING THIS FORM	NAME:		
	TITLE:		
	EMAIL:		
	PHONE:		
DOES THE PROGRAM USE A PRETRIAL RISK ASSESSMENT TOOL?	YES ☐	NO ☐	NAME OF TOOL? PLEASE SELECT TOOL
			TOOL VALIDATED? PLEASE SELECT AN OPTION
DATE REPORT PREPARED:			

Upcoming Quarterly Progress Report Dates	
<i>(Please note not a complete list)</i>	
Due Dates:	Time Period Covered:
July 29, 2022	April – June 2022 (FY1 Q4)
October 31, 2022	July – September 2022 (FY2 Q1)
January 31, 2023	October - December (FY2 Q2)
April 28, 2023	January – March 2023, (FY2 Q3)
July 31, 2023	April – June 2023 (FY2 Q4)
October 31, 2023	July – September 2023 (FY3 Q1)
January 31, 2024	October – December 2023 (FY 3 Q2)
April 30, 2024	January – March 2024 (FY3 Q3)
July 31, 2024	April – June 2024 (FY3 Q4)

Exhibit A

Pretrial Release (SB 129) Quarterly Progress Report

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. PROJECT ACTIVITIES DURING THIS REPORTING PERIOD

Examples may include, but not limited to:

- *Progress towards goals and objectives.*
- *Program achievements.*
- *Outcomes for people released prearrest and court date reminder updates.*
- *Project management team meetings, changes to key staff, and technology updates.*

Exhibit A

Pretrial Release (SB 129) Quarterly Progress Report

2. ANY SIGNIFICANT CHALLENGES OR PROBLEMS THAT DEVELOPED AND HOW THEY WERE OR WILL BE ADDRESSED

Examples may include, but are not limited to:

- *Changes to procedures, project implementation plan, and remaining issues*

Exhibit A
Pretrial Release (SB 129) Quarterly Progress Report

3. COURT & CONTRACTOR FINANCIAL OVERVIEW DURING THIS REPORT PERIOD

Examples may include, but are not limited to:

- *Changes to anticipated spending.*
- *Spending challenges with subcontractors.*
- *Whether your pretrial service provider expended their funds in accordance with their proposed budget.*

ONGOING FUNDING:

ONE-TIME FUNDING (if applicable):

Exhibit A

Pretrial Release (SB 129) Quarterly Progress Report

4. FINANCIAL OVERVIEW SCHEDULED FOR THE NEXT REPORT PERIOD

(Please include your project spend to date)

ONGOING FUNDING:

ONE-TIME FUNDING (if applicable):

Exhibit A

Pretrial Release (SB 129) Quarterly Progress Report

5. PROJECT ACTIVITIES SCHEDULED FOR THE NEXT REPORT PERIOD

Exhibit A

Pretrial Release (SB 129) Quarterly Progress Report

SUPPLEMENTAL COMMENTS

(if needed)

Exhibit B – Budget Detail Report

EXHIBIT B -- Pretrial Service Provider Budget Detail Sheet (Ongoing Funding)

PRETRIAL SERVICE PROVIDER NAME:

ENTER NAME

FISCAL YEAR:

July 1, 2022, to June 30, 2023

PERSONNEL SALARIES AND FRINGE BENEFITS

Position	Computation <i>Yearly Salary (include benefits) x FTE</i>
PERSONNEL & FRINGE BENEFITS TOTAL	

OPERATING EXPENSES

MONITORING EQUIPMENT

Item Description	Computation
MONITORING EQUIPMENT TOTAL	

EQUIPMENT - OTHER *(minor and major equipment - IT hardware, vehicles, kit)*

Item Description	Computation
EQUIPMENT TOTAL	

Exhibit B – Budget Detail Report

SUPPLIES (<i>expendable items such as office supplies, training materials, etc.</i>)	
Item Description	Computation
SUPPLIES TOTAL	
TRAVEL	
Purpose of Travel	Computation <i>(include location, number of travellers etc.)</i>
TRAVEL TOTAL	
CONSULTANTS/CONTRACTORS	
Item Description	Computation
CONSULTANTS/CONTRACTORS TOTAL	
OTHER COSTS (<i>necessary project costs not included above</i>)	
Item Description	Computation
OTHER TOTAL	
OPERATING EXPENSE TOTAL	
PROGRAM TOTAL	

Exhibit B – Budget Detail Report

EXHIBIT B ONGOING FUNDING BUDGET JUSTIFICATION/NARRATIVE	
EXPENSE CATEGORY	PROBATION
<i>Salaries & Benefits</i>	
<i>Monitoring</i>	
<i>Equipment - Other</i> <i>(minor and major</i> <i>equipment including IT</i> <i>hardware)</i>	
<i>Supplies</i> <i>(expendable items such</i> <i>as office supplies,</i> <i>training materials etc.)</i>	
<i>Travel</i>	
<i>Consultants/</i> <i>Contractors</i>	
<i>Other Costs</i> <i>(necessary project costs</i> <i>not included above)</i>	