

Attachment A: Memorandum of Understanding (MOU) between
Superior Court of California, County of Santa
Barbara, and County of Santa Barbara Probation
Department for the Pretrial Services Program

**Memorandum of Understanding between Superior Court of California,
County of Santa Barbara, and County of Santa Barbara Probation Department
for Senate Bill (SB) 129**

This Memorandum of Understanding (“MOU”) is entered into by and between the Santa Barbara County Probation Department (“Probation”), and the Superior Court of California, County of Santa Barbara (“Court”). This MOU sets forth each party’s roles and responsibilities as they relate to funding through SB 129 for the Pretrial Services Program (“Program”), for the period of July 1, 2021 – June 30, 2023 (“Effective Date”).

WHEREAS, under the terms of this Agreement, Court shall subcontract with Probation, subject to the authorization of the County of Santa Barbara (“County”), for the provision of such services necessary to complete the Program objectives as set forth in this Agreement;

WHEREAS, Court contracts with Probation for pre-arraignment and pretrial risk assessments on individuals (“Defendants”) booked into the County’s jail, and for the monitoring of Defendants released pretrial (“Pretrial Services”), and

WHEREAS, Probation has experienced and qualified staff and contracts with service providers capable of delivering Pretrial Services to eligible Defendants;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Court and Probation hereby enter into this Pretrial Program Memorandum of Understanding for the provision of Pretrial Services.

I. Goals of the Program.

1. Increase the safe and efficient pre-arraignment and pretrial release of individuals booked into jail by expanding own recognizance and monitored release;
2. 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;
3. Expand the use and validation of pretrial risk assessment tools that make their factors, weights, and studies, publicly available; and
4. 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.

II. Scope of Services.

Consistent with the terms and conditions of the Agreement and this MOU, Probation shall provide the following services in furtherance of the Program objectives:

1. Project Requirements.

- 2.1 All PSS will be trained/re-trained on the use of the Virginia Pretrial Risk Assessment Instrument – Revised (“VPRAI-R”).
- 2.2 A pretrial risk assessment utilizing the VPRAI-R model shall be conducted of all persons booked into and detained in actual jail custody and who are not otherwise released under existing policies.
- 2.3 Assessment and release decisions shall be completed prior to arraignment for those who are eligible for release without a hearing.
- 2.4 Assessment information shall be provided to the Court prior to arraignment for those for whom a hearing is required.
- 2.5 Persons deemed ineligible for bail under Article I, Section 12 of the California Constitution shall not be assessed.
- 2.6 Each arrested person who is eligible for release on bail under current law shall be entitled at any time to post bail as specified in the court’s bail schedule or for the amount set on an arrest warrant, or as otherwise set by the Court, whether or not a risk assessment has been completed.
- 2.7 Monitoring of those released pre-arraignment and pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.
- 2.8 Pretrial Program services shall be provided, when indicated, including drug and alcohol testing, Secure Continuous Remote Alcohol Monitor (“SCRAM”) devices, Global Positioning System Monitoring (GPS), and electronic reminder systems.
- 2.9 Data collection and reporting for statistical outcome measures.
- 2.10 Equipment, including computers and telephones for new Probation employees.
- 2.11 Office Supplies required for the Program.
- 2.12 VPRAI-R Training Materials.
- 2.13 AutoMon Pretrial Module Software Licensing Fees
- 2.15 Participation in meetings as required by Court to meet the requirements for the Program.
- 2.16 The Project shall be implemented countywide.

3. Court Responsibilities.

Court will provide the following services:

- 3.1 Court will manage data reporting requirements and submissions to the JCC in accordance with the terms of the Agreement.

4. Project Managers.

Court and Probation's Project Manager under this MOU is:

Court	Probation
Attn: Angela Braun Chief Deputy Executive Officer Superior Court of Santa Barbara County 118 East Figueroa Street Santa Barbara, CA 93101	Tanja Heitman Chief Probation Officer Santa Barbara County Probation Department 117 E. Carrillo Street Santa Barbara, CA 93101

5 Term.

This MOU is effective July 1, 2021 through June 30, 2023.

6. Termination.

Either party may terminate this MOU, in whole or in part, upon thirty (30) days written notice.

7. Reporting.

Probation agrees to provide data relevant to the Deliverables in a timely manner, but no less than ten (10) days prior to the submission due date under the Agreement.

8. Compensation for Services.

Court will compensate County for employee salaries and benefits, services and supplies, and training for performance under this MOU. The maximum amount Court may pay Probation under this MOU is \$1,121,093.00 for the first year, including all fees and expenses, and \$1,121,093.00 for the second year, unless additional funding is available. If additional funds are available parties agree to meet and confer regarding any additional funding.

9. Invoicing.

Probation shall submit invoices to the Court in arrears, no more frequently than monthly. Invoices must include information and supporting documentation acceptable to the Court and JCC. Probation shall adhere to reasonable billing guidelines provided by Court.

9.1 Invoices shall clearly indicate:

- 9.1.1 County Probation Department name, address, and remittance address, if different from the mailing address.
- 9.1.2 Probation's accounting contact name, telephone number, and e-mail address.
- 9.1.3 The Fiscal Year and program title (Pretrial Program).
- 9.1.4 All pertinent back-up documentation, including, but not limited to, time studies for staff who do not work exclusively on the project, and completed and approved timecards.

- 9.1.5 Dates and hours of service. Names and Titles of staff. Location and any relevant description of services. Documentation of salaries and fringe benefits paid by Probation.
- 9.1.6 An approved Travel Expense Claim Form with corresponding receipts (if applicable).
- 9.1.7 Copies of receipts to provide sufficient backup to requests for reimbursement (if applicable).
- 9.1.8 The signature(s) of the authorized County official(s).
- 9.1.9 The total billing amount requested.
- 9.1.10 The following certification:

"I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the Pretrial Program Agreement."
- 9.1.11 Invoices shall be sent via email to ap@sbcourts.org.

10. Payment.

- 10.1 Court Project Manager shall review each invoice prior to acceptance and payment.
- 10.2 Court will pay each correct, itemized invoice received from Probation in accordance with the terms of this MOU. Court shall reimburse Probation for actual costs incurred following (i) Court's receipt of funds from the JCC, and (ii) submission to and acceptance by the JCC of required reports.
- 10.3 If Probation receives payment from Court for a service or reimbursement that is later disallowed, Probation shall promptly refund the disallowed amount upon request. Court may offset the amount disallowed from any payment due or to become due to Probation under this MOU or any other agreement with Probation or the County of Santa Barbara.

III. General Provisions.

1. Entire Agreement.

This MOU, including those portions of the Agreement applicable to Probation's services as a Subcontractor of Court, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this MOU.

2. Amendment.

No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the parties, or their authorized designees.

3. Further Assurances.

Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU. Time is of the essence in the performance of this MOU.

4. Waiver.

Any waiver by either party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.

5. Severability.

The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to affect the reasonable intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

6. Relationship of the Parties.

Probation and the employees and agents of Probation in the performance of this MOU shall act in an independent capacity and not as officers, employees or agents of the Court or the Judicial Council. Neither Probation nor any person engaged by Probation to perform the services described herein is covered by any employee benefit plans provided to the employees of Court. Each party is liable for the acts and omission of itself, its employees and agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the parties. Each party will determine the method, details, and means of performing its obligations under the MOU, including, without limitation, exercising full control over the employment, direction, compensation, and discharge of all persons assisting the respective party. Probation will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding, any and all employee benefits, and all regulations governing such matters.

7. Risk Allocation.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, 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 claim, expense or

cost, damage or liability imposed for injury (as defined by California 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 hereto, 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. Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU.

8. Counterparts.

This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.

9. Notices.

Any notices required to be given pursuant to the terms and provisions of the MOU shall be in writing and shall be delivered to:

Probation	Court
Tanja Heitman Chief Probation Officer Santa Barbara County Probation Department 117 E. Carrillo Street Santa Barbara, CA 93101	Attn: Angela Braun Chief Deputy Executive Officer Superior Court of Santa Barbara County 118 East Figueroa Street Santa Barbara, CA 93101

10. Retention of Records; Audit.

Probation shall maintain all financial data, supporting documents, and all other records related to performance and billing under this MOU for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of submission of Probation's final payment request. Probation shall permit all records related to performance and billing under the MOU to be inspected and/or audited, at any reasonable time, by an authorized representative of Court or the JCC. This MOU is subject to examination and audit by the State Auditor for a period of three (3) years after final payment.

11. Limitation on Publication.

Probation shall not publish or broadcast any article, press release, advertisement, or other writing that references the Judicial Council or Santa Barbara Superior Court unless previously approved in writing by the Judicial Council and Santa Barbara Superior Court.

12. Interpretation.

The provision and terms of this MOU shall be interpreted in accordance with the plain meaning thereof and shall not be construed in favor or against any party.

13. Third-Party Beneficiary.

The Judicial Council is a third-party beneficiary of this MOU.

14. Authority

Attached is a true copy of the code, rule, resolution, order, motion, or ordinance authorizing Contractor to enter into or execute this Agreement.

MOU for Pretrial Program Services between the County of Santa Barbara Probation Department and the Superior Court of California, County of Santa Barbara.

IN WITNESS WHEREOF, the parties have executed this MOU to be effective on the date executed by the County;

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA BARBARA**

**SANTA BARBARA COUNTY
PROBATION DEPARTMENT**

By: _____
Hon. Gustavo Lavayen, Presiding Judge

By: _____
Tanja Heitman, Chief Probation Officer

Date: _____

Date: _____