

# **MEMORANDUM OF UNDERSTANDING**

Between

**County of Yolo, by and through the  
Yolo County Probation Department**

and

**Superior Court of California, County of Yolo**

For

**Pretrial Program with Yolo County Probation Department**

This is a Memorandum of Understanding (MOU) by and between the County of Yolo, by and through the Yolo County Probation Department, hereinafter referred to as “PROBATION”, and the Superior Court of California, County of Yolo, hereinafter referred to as “COURT.”

COURT and PROBATION hereby mutually agree to the following:

## **I. PURPOSE**

The purpose of this MOU is to outline the agreement between PROBATION and the COURT for the expansion of the Yolo County Pretrial Release Program with funding from the Judicial Council of California, beginning July 1, 2021 through June 30, 2024. The expanded program aims to provide a pretrial alternative to bail that permits the safe and efficient release of arrestees before trial; using the least restrictive monitoring practices possible while protecting public safety and ensuring court appearances. The scope of provided service is detailed in Exhibit A, Program Description, which is incorporated into this MOU by this reference.

## **II. PROGRAM REQUIREMENTS--PROBATION**

1. Except as set forth in subsection 4, below, a pretrial risk assessment shall be conducted of all persons booked on a felony and detained in the Yolo County jail and who are not otherwise released under existing release policies.
2. Assessment and release decisions shall be completed prior to arraignment for those who are eligible for release without a hearing.
3. Assessment information shall be provided to the COURT prior to arraignment for individuals requiring a hearing.
4. Persons deemed ineligible for bail under Article I of the California Constitution shall not be assessed. In addition, PROBATION is not required by this MOU to complete a pretrial risk assessment for persons that PROBATION determines are otherwise legally ineligible for release under the Program.
5. 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 county bail schedule or for the amount set on an arrest warrant, or as otherwise set by the COURT, regardless of whether a risk assessment has been completed.

6. Monitoring of those released prearrest and pretrial shall be implemented with the least restrictive interventions and practices necessary, in the discretion of Probation, to enhance public safety and return to COURT.

### **III. TERM OF AGREEMENT**

The term of this MOU shall be effective from November , 2021 through June 30, 2024 for services as described in Exhibit A.

### **IV. MAXIMUM COMPENSATION**

1. **One-time Funding:** Court shall pay Probation up to \$969,554.66 in one-time funding. These funds are available for encumbrance or expenditure for three fiscal years, until June 30, 2024.
2. **Ongoing Funding:** Court shall pay Probation \$529,919.66 for the current County fiscal year. These funds must be encumbered or expended by June 30, 2022. It is anticipated that this funding will be provided for future fiscal years, and that the amount will be the same.

PROBATION shall not roll over or carry forward any remaining balance of the contract amount, after the MOU expires or terminates. Within 60 days after termination or expiration of the MOU, PROBATION will return to the COURT any portion of the contract amount that has not been expended for the Project.

### **V. MANNER OF PAYMENT**

The COURT shall pay to PROBATION, upon execution of this MOU and subject to COURT'S approval of PROBATION'S annual budget for expanded Pretrial Services as described in Exhibit B Program Budget, \$529,919.66 of the Pretrial on-going funding. Additionally, upon the court's approval, the COURT shall pay Probation from the one-time funding upon submission of invoices with documentation in support of one-time expenditures as set for in Exhibit B, Program Budget. COURT approvals of budget and invoice documents may not be unreasonably withheld.

Payment is contingent upon COURT having received sufficient funding from the Judicial Council of California. If COURT has not received said funding, COURT shall make the required payments as soon as practicable after receiving said funding from the Judicial Council of California, providing PROBATION has submitted all required budgets.

## **VI. APPROVED USE OF FUNDS**

1. Salary and benefits of PROBATION and COURT employees necessary to meet the program requirements.
2. Technology costs to facilitate information exchange and process automation between PROBATION and COURT.
3. Technology costs for court date reminder program.
4. Training and conference costs that are directly related to the program.
5. Costs associated with providing services to and monitoring of individuals released.
6. Other programs and practices related to pretrial decision-making that address public safety and appearance in court.
7. Costs associated with collecting, maintaining and reporting required data, including staffing and computers.
8. Any other expenses directly related to the program not listed herein, as properly budgeted and approved by the COURT.

## **VII. INELIGIBLE USES OF AWARD FUNDS**

PROBATION shall not spend funds for any ineligible uses. Ineligible use of award funds, except in situations where prior written approval has been obtained from the Judicial Council of California, include but are not limited to:

- a. No financial costs may be imposed on released persons for any required conditions or services of pretrial release monitoring;
- b. Duplication of services that are already being provided by a justice system partner;
- c. Food and/or drink of any kind including bottled water and related purified water dispensers (either by the COURT and/or PROBATION except as outlined in support services or associated with approved travel);
- d. Gift cards, field trip passes, movie tickets, or other incentives;
- e. Membership dues;
- f. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by program participants;
- g. Costs for fundraising, scholarships, tuition, stipend, contributions and donations, or non-incentive-related gifts;
- h. Entertainment costs such as show tickets, sporting events, and/or any other events; and
- i. Participant living expenses including food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

## **VIII. EXPENDITURE REPORTING REQUIREMENTS**

PROBATION shall provide the COURT with a Quarterly Expenditure Report, Exhibit B1, which is incorporated into this MOU by this reference. The due dates are outlined in Exhibit C, Schedule of Deliverables, which is incorporated into this MOU by this reference.

## **IX. REPORTING AND TRACKING**

- i. *Quarterly Progress Reports (QPR)*: PROBATION shall work with the COURT to submit quarterly reports that summarize funding-related activities and provide other information as described in Attachment G and as listed under the deliverables timetable in Exhibit C. PROBATION must submit Attachment G to the COURT by 10<sup>th</sup> of the month following each quarter and include progress toward goals and objectives, program achievements and challenges, and changes to key staff or procedures. The report must also include measurable outcomes.
- ii. *Supporting Documentation*: PROBATION shall maintain supporting documentation (e.g., timesheets, invoices, contracts, etc.) used to document expenditures, compile reports, and shall promptly provide copies of this supporting documentation to the COURT as requested.
- iii. PROBATION shall work with the court when additional data points are requested by the Court or by the Judicial Council of California. All data and information provided by PROBATION will be deidentified.

## **X. DATA ACCESS AND USE**

- ii. PROBATION acknowledges and agrees that the Judicial Council of California and the COURT shall access and use data submitted by PROBATION to fulfill the goals of the Program, including but not limited to reports to the Legislature, the Department of Finance, and the Joint Legislative Budget Committee, and to otherwise comply with law or perform its obligations, as permitted by law.
- iii. In the event that this MOU expires or terminates, the Judicial Council of California and the COURT shall be permitted, in accordance with law, to access, use, and disclose deidentified data previously submitted by PROBATION.

## **XI. RECORDS AND AUDIT**

- A. PROBATION shall maintain such books, documents, and records that are necessary to provide expenditure reports and other fiscal information required by this MOU and shall make such records available for inspection during regular business hours upon reasonable advance notice. Such records shall be complete and available for audit at any time during the term of this MOU by COURT or the Judicial Council of California and shall be retained and available for audit purposes for five years after final payment under this MOU.
- B. PROBATION shall establish and maintain an adequate system of accounting, financial record, and internal controls to account accurately for funds received and disbursed in accordance with applicable federal and state requirements.
- C. PROBATION shall permit all records relating to the Deliverables, the Project, performance, procedures, and billing to the COURT under this MOU to be

inspected and/or audited during regular business hours upon reasonable advance notice by the authorized representative of the COURT.

## **XII. DEFICIENT PERFORMANCE**

Should the Judicial Council of California find COURT to be deficient in any aspects of performance under COURT's MOU with the Judicial Council of California, COURT may be required to submit a proposed corrective action plan to the Judicial Council of California. Under the terms of the Court's MOU with the Judicial Council, the corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) days after notification of the deficient. PROBATION shall cooperate in good faith with the COURT as necessary to develop any such corrective action plan as may be required, along with associated corrective timeframes. PROBATION also agrees to comply with the terms and timeframes of any corrective action plan approved by the Judicial Council of California so long as the corrective action plan does not conflict with the terms and conditions of this MOU as may be amended from time to time.

## **XIII. ACCEPTANCE OF THE WORK**

- A. The COURT shall be responsible for the sign-off acceptance of all the deliverables required and submitted by PROBATION pursuant to this MOU. Such acceptance may not be unreasonably withheld. Prior to approval of the Deliverables and prior to approval for payment disbursement, the COURT will apply the acceptance criteria set forth in subparagraph C of this provision, as appropriate, to determine the acceptability of the Deliverables. Court retains the discretion to waive minor issues, such as a short delay in deliverable submission.
- B. Acceptance Criteria for Deliverables provided by PROBATION pursuant to this MOU:
  - i. Timeliness: The Deliverables were delivered on time. PROBATION shall not be held responsible for any time delays to the extent those delays are caused by the Judicial Council of California or the COURT;
  - ii. Completeness: The Deliverables contained the data, materials, services and features required in this MOU;
  - iii. Technical accuracy: The Deliverables are accurate as measured against commonly accepted standards (for instance, a statistical formula, an industry standard, or de facto marketplace standard);
  - iv. Compliance: The Deliverables are in accordance with this MOU and applicable laws, rules, regulations, and policies.

## **XIV. MODIFICATION**

This MOU may be modified at any time upon written mutual agreement, executed by authorized representatives of both Parties.

## **XV. TERMINATION**

This MOU may be terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance. Upon provision of books, documents, and records as detailed in section V above following notification of termination, PROBATION shall be compensated for services provided up to the final termination date.

Should the Judicial Council of California fail to fund the Pretrial Program, the Court can thereafter terminate this MOU with PROBATION, in whole or in part, at any time upon providing PROBATION written Notice at least thirty (30) Days before the effective date of termination. Upon receipt of the termination Notice, PROBATION shall promptly discontinue all work affected unless the Notice specifies otherwise. PROBATION may invoice the COURT, with appropriate supporting documentation, for any costs incurred due to the early termination including staff or operational costs. COURT'S obligation to pay any such billed costs shall be subject to funding being available and shall be made in conformance with Exhibit B to this MOU.

## **VI. SUSPEND WORK**

The COURT may, at any time, issue a Suspend Work Order to require PROBATION to stop all, or any part, of the Work of this MOU, for a period up to ninety (90) Days after the Suspend Work Order is delivered to PROBATION, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, PROBATION shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Suspend Work Order during the period of work stoppage. Within a period of ninety (90) days after a Suspend Work Order is delivered to PROBATION, or within any extension of that period to which the parties shall have agreed, COURT shall either:

- a) Cancel the Suspend Work Order; or
- b) Terminate the work covered by the Suspend Work Order, pursuant to the termination provisions of this MOU.

Per the termination provisions of this MOU, and to the extent permitted pursuant to the MOU between the COURT and the Judicial Council of California, the COURT shall, upon invoice and consistent with Exhibit B to this MOU, reimburse PROBATION and be responsible for any costs incurred by PROBATION due to the Suspend Work Order.

## **VII. SUBCONTRACTING**

This MOU shall not conflict with the Judicial Council's Pretrial Release Program funding requirements. The COURT shall ensure the MOU complies with California law and any other applicable laws, rules, and regulations.

Notwithstanding anything in this Agreement to the contrary, Probation may not use any subcontractor to perform any of Probation's obligations under this MOU unless (a) Probation has obtained the prior written consent of the Court to the use of the subcontractor, which may not be unreasonably withheld, and (b) Probation has entered into a separate written agreement with the subcontractor which requires the subcontractor to agree to and abide by all the terms and conditions of this Agreement. Notwithstanding the foregoing, Probation shall not be relieved of any of its duties or obligations under this Agreement as a result of entering into a written agreement with a permitted subcontractor.

#### **VIII. REPORT SUBMISSION**

PROBATION shall submit all data in report form, as required in Attachment G and in conformance with Exhibit A and Exhibit C of this MOU. In providing all reports, PROBATION shall make all reasonable efforts to ensure that reports are timely and sufficient so as to allow COURT to comply with the COURT's reporting requirements. .

#### **IX. LOBBYING**

Amounts disbursed by the COURT to PROBATION 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.

#### **X. CONFIDENTIALITY**

All financial, statistical, personnel, technical, and other Confidential Information, including Data and Data Analyses, relating to the COURT's or PROBATION'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 Judicial Council of California may disclose Data, Data Analyses, and Deliverables as required or permitted by law to perform official duties and its obligations under its MOU with COURT.

#### **XI. LIMITATION ON PUBLICATION**

PROBATION will not publish or broadcast any articles, 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, including but not limited to staff reports prepared in connection with meetings of the Yolo County Board of Supervisors, and other writings exchanged between PROBATION and other County departments making reference to the

above terms in quotations shall not require approval by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer.

**XII. DATA ANALYSES**

PROBATION acknowledges and agrees that the Judicial Council of California retains and owns all rights (including copyrights), title, and interest in and to any Data Analysis produced by the Judicial Council of California or its contractors. For any Data Analysis produced by PROBATION, PROBATION grants to COURT, and agrees that COURT may grant to the Judicial Council of California, 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.

**XIII. RELATIONSHIP OF THE PARTIES**

No relationship of employer and employee, joint venture, partnership, or agency is created by this MOU; it being understood and agreed that COURT is an independent entity. COURT is not the agent, partner, joint venture, or employee of the PROBATION in any capacity whatsoever, and PROBATION shall not be liable for any acts or omissions by COURT nor for any obligations or liabilities incurred by COURT.

COURT shall have no claim against PROBATION under this MOU or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

In carrying out the work contemplated herein, PROBATION shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees shall not be treated or considered in any way as officers, agents and/or employees of COURT.

PROBATION does, by this MOU, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of COURT is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COURT concerned.

**XIV. MUTUAL INDEMNIFICATION**

Indemnification by COURT: COURT shall indemnify and hold harmless and defend PROBATION, its Board of Supervisors, officers, agents and employees, from any and all liability, demands, damages, penalties, fines, interests, costs or expenses (including reasonable attorneys' fees) that arise out of, or are alleged to arise out of or are in any

way connected with or incident to the duties or obligations of Court pursuant to this MOU, including any error or omission of COURT in performing such duties and obligations, except to the extent that such claims arise out of the negligence or willful misconduct of PROBATION, its Board of Supervisors, its officers, agents, or employees.

Indemnification by PROBATION: PROBATION shall indemnify and hold harmless and defend COURT, its officers, agents and employees, from any and all liability, demands, damages, penalties, fines, interest, costs or expenses (including reasonable attorneys' fees) that arise out of, or are alleged to arise out of or are in any way connected with or incident to the duties or obligations of PROBATION to this MOU, including any error or omission of PROBATION in performing such duties and obligations, except to the extent that such claims arise out of the negligence or willful misconduct of Court, its officers, agents or employees.

Third Party Claims. If any third party shall notify a party with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against the other party under this section, then the party seeking indemnification shall promptly and timely notify the indemnifying party in writing of the Third Party Claim. The indemnifying Party shall be relieved of any obligation or liability under this section, to the extent a delay by the party seeking indemnification in giving notice of the receipt of the Third Party Claim results in any damage or prejudice to the indemnified party. If the indemnifying party is conducting the defense of the Third Party Claim in accordance with this section, the indemnifying party shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim, without the prior written consent of the indemnified party (which consent shall not be withheld unreasonably). For purposes of this section, notice shall be deemed served (a) to PROBATION, if notice is delivered to the Clerk of the County Board of Supervisors, and (b) to Court, if notice is delivered to the Court Executive Officer.

## **XV. DISPUTE RESOLUTION**

- A. Continuation of Services. Whenever PROBATION and COURT disagree as to any matter governed by this MOU, the dispute resolution process discussed in this Dispute Resolution section shall govern.
- B. Attempt at Informal Resolution. Parties agree initially to attempt to resolve any dispute informally and in good faith. During such resolution efforts, PROBATION shall continue to provide the services and COURT shall continue to make payment therefore as set forth herein.
- C. Request for Meeting. If after thirty (30) days, COURT and PROBATION cannot resolve any dispute, either party may give the other party a written request for a meeting between Court Executive Officer and Probation for the purpose of resolving a disagreement between the parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or

fails to resolve the disagreement, nothing in this MOU shall preclude the parties from exercising their legal remedies.

- D. Resolution of Disputes. Any disputes between the parties regarding the interpretation or performance of this MOU that are not resolved under subsection B above, shall be resolved by submission of the dispute to non-binding mediation.
- E. Jurisdiction and Venue. If a dispute between the parties regarding the interpretation or performance of this MOU is not resolved under subsection C above, either party may bring legal action to interpret or enforce this MOU in the Superior Court of California, County of Yolo. In the event that such legal action is taken by either party, the Presiding Judge of the Superior Court of California, County of Yolo shall request that the Chief Justice of California assign a judge from another jurisdiction within the State to preside over any legal action brought to interpret or enforce this MOU.

#### **XVI. NO SUPPLANTATION**

PROBATION 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 PROBATION staff. Funds provided pursuant to this MOU may only be used for new or expanded services for which no funds have been previously identified.

#### **XVII. NON-DUPLICATION OF PRIOR-FUNDED EXPENDITURES**

PROBATION and COURT both certify they do not have any ongoing or completed projects with the Judicial Council of California, or other funding sources, that duplicate or overlap any Deliverables contemplated or described in this MOU. The COURT and PROBATION both agree that any pending or proposed requests for other funds that would duplicate or overlap Deliverables under this MOU will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the Judicial Council.

#### **XVIII. INSURANCE REQUIREMENTS**

PROBATION shall maintain adequate insurance coverage, as set forth below:

- i. PROBATION shall maintain and show proof of adequate insurance coverage before beginning the Deliverables of this MOU.
- ii. PROBATION shall endorse its insurance policies to include the COURT as an additional insured. PROBATION shall provide certificates of insurance to COURT, or verify coverage is current and on file with the COURT, prior to the beginning of any work.
- iii. PROBATION shall maintain insurance coverage that is appropriate to its business operations and the nature of the work, goods, or services provided to the

COURT. Examples of the types of insurance coverage include, but are not limited to the following:

- a. Workers Compensation
- b. Employer’s Liability
- c. Commercial General Liability including property damage and bodily injury
- d. Automobile Liability – Owned non-owned, and hired vehicles, including bodily injury and property damage.

**XIX. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of PROBATION and COURT authorized officials. PROBATION and COURT indicate agreement with this MOU by their signatures. By signing this MOU, signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she or the entity upon behalf of which he/she acted, executed this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU by their duly authorized officers.

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF YOLO

YOLO COUNTY PROBATION  
DEPARTMENT

By: \_\_\_\_\_  
Shawn C. Landry  
Court Executive Officer  
Superior Court of California  
County of Yolo

By: \_\_\_\_\_  
Dan Fruchtenicht  
Chief Probation Officer  
Yolo County Probation Department

Approved as to Form:

By:  \_\_\_\_\_  
Philip J. Pogledich, County Counsel

## **EXHIBIT A Program Description**

PROBATION's Pretrial Division will conduct pretrial assessments at the jail in Yolo County and provide related release and supervision recommendations to the COURT. PROBATION will also monitor and supervise pretrial defendants released on court-ordered conditions that address compliance, court appearance, and public safety.

### **Goals of the Program**

As stated in Senate Bill 36 and SB 129, the goals of this Pretrial Program are to:

- i. Increase the safe and efficient pre-arraignment and pretrial release of individuals booked into jail by expanding own recognize and monitored release; and
- 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.

### **Composition of Pretrial Program**

The Yolo County Probation Pretrial Services (PTS) Unit has been in operation since 2009, when it was staffed by nine (9) employees, including a Unit Supervisor and oversaw the monitoring of 90-100 clients. Currently, the PTS Unit is staffed by six (6) employees, including a Unit Supervisor and has over 200 clients monitored.

### **Current Assessment Practices:**

The local agreement among all parties at the inception of the PTS Unit was that the following persons booked into the Yolo County Jail were ineligible for Supervised Own Recognizance (SOR) release, and therefore, assessments were not conducted unless otherwise ordered by the Court to do so:

- The inmate is someone who would have to register pursuant to Penal Code Section 290
- The inmate is currently supervised on Post Release Community Supervision
- The inmate is currently supervised on Mandatory Supervision
- The inmate currently has an out of county felony warrant
- The inmate is in custody for a fresh offense that is Violent, pursuant to Penal Code Section 667.5
- The inmate is in custody for a fresh offense that is Serious, pursuant to Penal Code Section 1192.7
- The inmate has a No Bail in the amount of bail

Once eligibility has been established, the Pre-Trial Services Unit Officer conducts an assessment using the **Pretrial Assessment Tool (PAT)**. This tool was designed by the University of Cincinnati to be predictive of both a defendant's failure to appear and risk of violating pretrial probation with a new offense.

In addition to the PAT Score, a full investigative report along with a recommendation is filed with the court prior to Arraignment Court. The SOR Assessment Report includes collateral information that assists the court in making a determination of releasing the defendant on their Own Recognizance, releasing the defendant under the jurisdiction of the Pre-Trial Services Unit on Supervised Own Recognizance or denying release and having the defendant remain in custody. Included in the SOR Assessment Report are the following categories:

- The charges that the defendant is currently in custody on
- The defendant's residence status, length of time at residence or transient status
- Personal Ties – members of the community who can speak on their behalf
- Employment or other means of financial support
- Ability to post bail
- Military Service
- Drug and Alcohol Use
- Mental Health Issues
- PAT Risk Assessment Score
- Victim's Statement (when applicable)

### **Presumption in Favor of Release**

In making the pretrial release decision, a presumption in favor of release on a simple promise to appear (i.e., release on own recognizance) should apply to all persons arrested and charged with a crime. When release on own recognizance is deemed appropriate, the least restrictive conditions of release will be assigned. Although in some cases confinement is acceptable, it must be the carefully limited exception.

### **Conditions of Release**

Consistent with these standard, this program is adopting procedures designed to promote the appearance of defendants on personal recognizance. Additional conditions should be imposed when the facts of the individual case demonstrate that such conditions are necessary to provide reasonable assurance that the defendant will appear at court proceedings and/or that such conditions are needed in order to protect the community, victims, witnesses, or any other person.

Pretrial Services Unit (PTS) determines these recommendations for release based on an established validated risk assessment instrument (PAT) and recommends the least restrictive conditions necessary to ensure the defendant's appearance in court without jeopardizing public safety.

The authority to release a defendant who has been arrested and charged with a crime resides with the court.

## Current Monitoring Practices:

It is the intent of the Yolo County Probation Department's Pretrial Services (PTS) Unit to provide public safety by assisting the court in the fair administration of justice by holding persons placed on Supervised Own Recognizance (SOR) accountable and ensuring they appear for scheduled court hearings. This is accomplished with the least restrictive methods and utilizing practices, procedures and tools available to the PTS Officer such as:

- Monitor the SOR person's specific terms and conditions relative to their alleged offense with the least restrictive methods
- Inform the court promptly of all apparent violations of release conditions and of any subsequent arrest(s)
- Request modifications of release conditions as appropriate, consistent with program policy
- Notify SOR persons of their court dates
- Transport SOR persons to court, treatment providers, residential facilities, etc.
- Conduct validated risk assessments with the Ohio Risk Assessment System – Pretrial Assessment Tool (ORAS-PAT)
- Conduct Case Plans that are driven by the SOR person's criminogenic needs
- Conduct at least One Monthly office visit to review the case plan and any other life events
- Conduct at least One Monthly home visit to ensure the SOR person is in compliance with SOR terms and conditions
- Conduct at least One Residence Search to be completed within the first 30 days of being assigned to a Probation Officer's caseload (any additional residence searches to be conducted on a case by case basis).
- Bus passes issued to SOR persons to assist with any transportation barriers to court and probation
- Utilize GPS monitoring that imposes reasonable restrictions on the activities of the defendant to ensure future court appearance, prevents recidivism, and protects the community or a specific person during their release on SOR
- Alcohol monitoring that imposes reasonable restrictions on the activities of the defendant to ensure future court appearance, prevents recidivism, and protects the community or a specific person during their release on SOR
- In compliance with Proposition 63, PTS Officers ensure/monitor SOR persons who are prohibited from possessing any firearms or ammunition sell/transfer said firearms/ammunition to a licensed firearm dealer or a person who is not prohibited from possessing firearms/ammunition
- Substance/Behavioral Use referrals for SOR persons
- Referring SOR persons to other services as determined needed such as mental health, medical, job training, etc.
- Provide status reports to the court prior to scheduled hearings
- Initiate a revocation of SOR when it is determined the SOR person is no longer in compliance with specific SOR terms and conditions
- Initiate a warrant at the approval of the court when all efforts to locate the SOR person have been exhausted
- Apprehend the SOR person and bring into custody to be seen before a magistrate for review of the alleged violation

## Expanded (proposed) Pretrial Services Unit Practices:

Senate Bill 129 offers an opportunity for either creation or expansion of ongoing Pretrial Services Units with additional State funding. The allocation for the Yolo County Probation Department is a one-time amount of \$969,554 and a yearly amount of \$529,920, neither to be rolled over beyond June 30, 2024. The FTE of a Deputy Probation Officer is approximately \$140,000, which would allow for the PTS Unit to grow approximately by 4-6 staff, drawing down on the yearly and one-time funding over the next three fiscal years (4 staff = \$560,000 yearly / 5 staff = \$700,000 / 6 staff = \$840,000). Additionally, a fully funded clerical support position would be added to track data.

- Year 1 SB129 (FY 2021-22) = 4 FTE Deputy Probation Officers added to Pretrial expansion
- Year 2 SB129 (FY 2022-23) = 1 FTE Deputy Probation Officers added to Pretrial expansion
- Year 3 SB129 (FY 2023-24) = 1 FTE Deputy Probation Officers added to Pretrial expansion
- By Year 3, SB129 funding would add 6 Full Time Employees (Deputy Probation Officers)
- Years 1,2,3 (FY 2021-24) = .5 of 1 FTE Clerical Support Staff

Two areas that we have a great desire to expand with this funding are:

- **Increasing the number of people assessed**
  - Expanded plan would be to conduct Risk Assessments on 100% of all Felony Bookings (with certain agreed upon exemptions by local partners to include the District Attorney's Office and the Public Defender's Office)
- **Reducing the time spent in custody during pre-arraignment**
  - Current time in custody prior to arraignment is 48-72 hours with no pre-arraignment release decisions made by a Judicial Officer while in custody
  - Expanded plan would be to give a PAT score and a recommendation pre-arraignment to a Judicial Officer to have a release decision within 12-18 hours of being booked

It is our belief that increasing our PTS Unit will would allow us to move to a 365-day operation and accomplish both goals by:

1. Conducting a pretrial risk assessment (PAT) of all persons booked on a felony, into and detained in the Yolo County jail and who are not otherwise released under existing release policies.
2. Assessment and release decisions shall be completed by the Judicial Officer prior to arraignment for those who are eligible for release without a hearing.
3. Assessment information shall be provided to the COURT prior to arraignment for those whom a hearing is required.
4. Persons deemed ineligible for bail under Article I of the California Constitution shall not be assessed. In addition, PROBATION is not required by this MOU to complete a pretrial risk assessment for persons that PROBATION determines are otherwise legally ineligible for release under the Program.
5. 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 county 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.

6. 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.

**EXHIBIT B**  
Program Budget

**On-going Funding Budget**

	<b>Service Description</b>	<b>Maximum Projected Costs</b>
<b>Probation Staffing</b>	Funding for 4FTE (Year 1), 5FTE (Year 2), and 6FTE (Year 3) and .5FTE Clerical Support each year	\$1,361,936
<b>Program Development/fine tuning</b>	Training for Staff	\$5,000
<b>Computers, Equipment and supplies for Staff conducting Pretrial Assessments</b>	New computers for new FTE, cell phones and service, new car (Year 1)	\$43,000
<b>Monitoring Services, including Electronic Monitoring</b>	SCRAM	\$47,824
<b>Other Costs</b>	UpTrust Services, IT/Tele Services, WC, Liability, etc.	\$132,000
<b>Total</b>		<b>\$1,589,760</b>

**One-Time Funding Budget**

	<b>Service Description</b>	<b>Maximum Projected Costs</b>
<b>Probation Staffing</b>	Funding for 4FTE (Year 1), 5FTE (Year 2), and 6FTE (Year 3) and .5FTE Clerical Support each year	\$371,105
<b>Program Development/fine tuning</b>	Training for Staff	\$10,000
<b>Computers, Equipment and supplies for Staff conducting Pretrial Assessments</b>	New computers for new FTE, cell phones and service, new car (Year 1)	\$0.00
<b>Monitoring Services, including Electronic Monitoring</b>	SCRAM	\$205,882
<b>Other Costs</b>	UpTrust Services, IT/Tele Services, WC, Liability, etc.	\$514,567
<b>Total</b>		<b>\$969,554</b>

Any changes to the annual budget amount or to the budget allocated to specific categories must be requested in advance in writing to the Court Executive Officer(s).

**EXHIBIT B-1**  
**Quarterly Expenditures Report**

Contract No. :		Date Report Prepared:	
Prepared By:		Title	
Telephone:		Email Address:	
Reporting Period:			

**A. Personnel Salaries & Benefits**

**Jail Unit**

Position	Total FTE	Salaries	Benefits	Actuals
				\$ -
				\$ -
				\$ -
Jail Unit Total				\$ -

**Supervision Unit**

Position	Total FTE	Salaries	Benefits	Actuals
				\$ -
				\$ -
				\$ -
Supervision Unit Total				\$ -

**Administration/Support**

Position	Total FTE	Salaries	Benefits	Actuals
GG				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Administration/Support Total				\$ -

<b>Salaries &amp; Benefits Total</b>	\$ -
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**B. Travel**

Purpose of Travel	Computation	Actuals
	Travel Total	\$ -

**C. Equipment**

Item Description	Computation	Actuals
	Equipment Total	\$ -

**D. Supplies**

Item Description	Computation	Actuals
	Supplies Total	\$ -

**E. Other Costs**

Item Description	Computation	Actuals
	Other Costs Total	\$ -

**Operating Costs Total** \$ -

**Total Expenditures** \$ -

**EXHIBIT C**  
**Schedule of Deliverables**

Description	Period of Performance	Due Date	Probation Due Date	How often
Budget Summary	through December 17, 2021	12/17/2021	12/10/2021	Annually
Program Description	Initial	12/17/2021	12/10/2021	FY 21-22 only
Quarterly Progress report (Narrative)	July-December 2021 (FY1 Q1-2)	1/14/2022	1/10/2022	Quarterly
	January - March 2022 FY1 Q 3)	4/15/2022	4/10/2022	
	April - June 2022 (FY1 Q4)	7/15/2022	7/10/2022	
	July-September 2022 (FY2 Q1)	10/15/2022	10/10/2022	
	October-December 2022 (FY2 Q2)	1/13/2023	1/10/2023	
	January-March 2023 (FY2 Q3)	4/14/2023	4/10/2023	
	April-June 2023 (FY2 Q4)	7/14/2023	7/10/2023	
	July-September 2023 (FY3 Q1)	10/13/2023	10/10/2023	
	October-December 2023 (FY3 Q2)	1/12/2024	1/10/2024	
	January-March 2024 (FY3 Q3)	4/12/2024	4/10/2024	
	April-June 2023 (FY3 Q4)	7/12/2024	4/10/2024	
Data Collection Form (Exhibit G)	July-December 2021 (FY1 Q1-2)	1/14/2022	1/10/2022	Quarterly
	January - March 2022 FY1 Q 3)	4/15/2022	4/10/2022	
	April - June 2022 (FY1 Q4)	7/15/2022	7/10/2022	
	July-September 2022 (FY2 Q1)	10/15/2022	10/10/2022	
	October-December 2022 (FY2 Q2)	1/13/2023	1/10/2023	
	January-March 2023 (FY2 Q3)	4/14/2023	4/10/2023	
	April-June 2023 (FY2 Q4)	7/14/2023	7/10/2023	
	July-September 2023 (FY3 Q1)	10/13/2023	10/10/2023	
	October-December 2023 (FY3 Q2)	1/12/2024	1/10/2024	
	January-March 2024 (FY3 Q3)	4/12/2024	4/10/2024	
	April-June 2023 (FY3 Q4)	7/12/2024	7/10/2024	
Budget Reports (Exhibit B1)	July-December 2021 (FY1 Q1-2)		1/15/2022	
	January-March 2022 (FY1 Q3)		4/15/2022	
	April - June 2022 (FY1 Q4)		7/15/2022	
	July-September 2022 (FY2 Q1)		10/15/2022	

	October-December 2022 (FY2 Q2)		1/15/2023	
	January-March 2023 (FY2 Q3)		4/15/2023	
	April-June 2023 (FY2 Q4)		7/15/2023	
	July-September 2023 (FY3 Q1)		10/15/2023	
	October-December 2023 (FY3 Q2)		1/15/2024	
	January-March 2024 (FY3 Q3)		4/15/2024	
	April-June 2023 (FY3 Q4)		7/15/2024	

The required reporting detailed in this section is vital to the success of the Pretrial Program. Therefore, failure to provide any and all of the required reports, as set for above, in a form that is acceptable to the COURT may result, at the COURT's discretion, in a delay of payment or termination of this MOU.