

1 **MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF PRETRIAL SERVICES**
2 **BETWEEN THE FRESNO COUNTY SUPERIOR COURT AND THE COUNTY OF FRESNO**
3 **AMENDMENT NO. 1**

4 This Amendment No. 1 to Memorandum of Understanding (MOU) ("Amendment No. 1")
5 is dated January 6, 2026 and is between the Superior Court of California, County of
6 Fresno, ("Court"), and the County of Fresno ("County") through its Probation Department
7 ("Probation Department").

8 **Recitals**

9 A. On September 4, 2024, the County and the Court entered into a Memorandum of
10 Understanding (MOU) for provisions of pretrial services, which is County agreement number 24-
11 515 ("Agreement"), for pre-arrangement and pretrial risk assessments for defendants booked
12 into the Fresno County Jail and for the Probation Department's monitoring of defendants
13 released on Pre-Arraignment and Pretrial services.

14 B. The Judicial Council of California established ongoing statewide funding for the Pretrial
15 Release Program under the Budget Act of 2021 (Senate Bill 129), providing annual allocations
16 to trial courts to support implementation and operation of pretrial services.

17 C. Pursuant to the Budget Act of 2025, statewide Pretrial Release Program funding was
18 reduced, resulting in a decrease in the Court's allocation for Fiscal Year 2025-26.

19 D. The Court and the County desire to amend the MOU to reflect the revised funding level,
20 realign the budget and scope of services and ensure continued delivery of core pretrial program
21 services.

22 The parties therefore agree as follows:

- 23 1. This Amendment No. 1 shall be retroactive to July 1, 2025.
- 24 2. Section 2.1, Subsection G of the Agreement, is deleted in its entirety.
- 25 3. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:

26 **"4.2 County Allocation Maximum Compensation.** The maximum the Court
27 may pay the County under this section 4.2 is (i) \$3,839,822.00 from July 1, 2024 through

1 June 30, 2027, (ii) \$1,163,484.00 for the period July 1, 2027 through June 30, 2028, and
2 (iii) \$1,163,484.00 for the period July 1, 2028 through June 30, 2029.

3 The maximum the Court may pay the County under this section 4.2 is
4 \$6,166,790.00 as provided in Exhibit B. "Estimated Pretrial Expansion Allocation of
5 Funds from Judicial Council," "Probation Portion".

6 4. Section 4.3 of the Agreement is deleted in its entirety and replaced with the following:

7 **4.3 Court Allocation Maximum Compensation.** During the term of the
8 Agreement, the Court may pay the funds listed in Exhibit B, "Estimated Pretrial
9 Expansion Allocation of Funds from Judicial Council", "Court Portion" to the County
10 based on Program needs. The maximum the Court may pay the County under this
11 section 4.3 is (i) \$1,271,603.00 from July 1, 2024 through June 30, 2027, (ii)
12 \$498,636.00 from July 1, 2027 through June 30, 2028, and (iii) \$498,636.00 for the
13 period of July 1, 2028 through June 30, 2029.

14 The maximum amount the Court may pay the County under this section 4.3 is
15 \$2,268,875.00."

16 5. Section 4.4 located on Page 6, lines 1-13 is deleted in its entirety and replaced with the
17 following:

18 **4.4 Total Maximum Compensation.** In no event shall the maximum
19 compensation paid by the Court for services provided by County under this Agreement
20 exceed \$8,435,665 during the entire term of this Agreement.

21 The County acknowledges the amounts represented in this section are based on
22 estimates and actual compensation amounts are dependent upon funding by the
23 appropriating government agency and that the compensation amounts provided are
24 based on the Fresno County Superior Court allocation from the funding agency. Upon
25 confirmation by the Court that it has received its allocation from the funding agency, the
26 Court will pay the County 80% of its allocation for the period of July 1, 2024 through
27 June 30, 2025; 75% of its allocation for the period of July 1, 2025 through June 30,
28 2026; and a minimum of 70% of subsequent year's allocations, through June 30, 2029.

1 The percentage of its allocation that the Court pays to the County may vary from year-to-
2 year in the Court's discretion, based on Program needs."

3 6. Exhibit A of the Agreement is deleted in its entirety and replaced with Revised Exhibit A.

4 All references to Exhibit A shall be replaced with references to Revised Exhibit A.

5 7. Exhibit B of the Agreement is deleted in its entirety and replaced with a Revised Exhibit

6 B. All references to Exhibit B shall be replaced with references to Revised Exhibit B.

7 8. Exhibit C of the Agreement is deleted in its entirety and replaced with a Revised Exhibit

8 C. All references to Exhibit C shall be replaced with references to Revised Exhibit C.

9 9. When both parties have signed this Amendment No.1, the Agreement, and this

10 Amendment No.1 together constitute the Agreement.

11 10. The parties represent and warrant to each other that:

12 a. The parties are duly authorized and empowered to sign and perform their obligations
13 under this Amendment No. 1.

14 b. The individuals signing this Amendment on behalf of their party are duly authorized
15 to do so and his or her signature on this Amendment No. 1 legally binds them to the
16 terms of this Amendment No. 1.

17 11. The parties agree that this Amendment No. 1 may be executed by electronic signature
18 as provided in this section.

19 a. An "electronic signature" means any symbol or process intended by an individual
20 signing this Amendment No. 1 to represent their signature, including but not limited
21 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
22 (3) an electronically scanned and transmitted (for example by PDF document)
23 version of an original handwritten signature.

24 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
25 equivalent to a valid original handwritten signature of the person signing this
26 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
27 any administrative or judicial proceeding, and (2) has the same force and effect as
28 the valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 SUPERIOR COURT OF CALIFORNIA
4 COUNTY OF FRESNO

5 *Houry A. Sanderson*

6 Houry A. Sanderson, Presiding Judge

7 1100 Van Ness Avenue
8 Fresno, CA 93724

9 *Dawn Annino*

10 Dawn Annino, Court Executive Officer

11 1100 Van Ness Avenue
12 Fresno, CA 93724

 COUNTY OF FRESNO

Garry Bredefeld

 Garry Bredefeld, Chairman of the Board of
 Supervisors of the County of Fresno

Attest:

 Bernice E. Seidel
 Clerk of the Board of Supervisors
 County of Fresno, State of California

 By: *Heather M. O.*
 Deputy

14 For accounting use only:

15 Org No.: 34300393
16 Account No.: 4841
17 Fund No.: 0001
18 Subclass No.: 10000

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Probation Pretrial Expansion Budget

Account	Description	FY 24-25	FY 25-26
6100	Regular Salaries (1 ADC, 2 DPO IV, and 2 Probation Techs)	\$ 409,447	\$ 408,226
6300	Overtime (PTE Monitoring)	\$ 35,000	\$ 35,000
6300	Overtime (PTE Assessment Unit)	\$ 15,000	\$ 15,000
6350	Unemployment Insurance	\$ 164	\$ 186
6400	Retirement Contribution	\$ 228,500	\$ 209,437
6500	OASDI Contribution	\$ 31,322	\$ 31,131
6550	Workers Comp Contribution	\$ 4,692	\$ 4,449
6570	401(a) MATCHING CONTRIBUTION	\$ -	\$ 1,560
6600	Health Insurance Contribution	\$ 95,150	\$ 63,252
6650	Life & Disability Insurance	\$ 447	\$ 669
6670	Benefit Administration	\$ 1,375	\$ 1,881
6000	Salaries And Benefits:	\$ 821,097	\$ 770,791

7039	Cell Phones/Radios (4) monthly charges	\$ 13,469	\$ 3,634
7039	Ipad (26) monthly charges	\$ 4,801	\$ 4,801
7039	Pre-paid cell phones	\$ 18,000	\$ 18,000
7101	General Liability Insurance	\$ -	\$ 1,248
7175	Property Insurance	\$ -	\$ 520
7265	Office Expense	\$ 10,000	\$ 10,000
7286	PeopleSoft Human Resources Charges	\$ -	\$ 1,331
7287	PeopleSoft Financials Charges	\$ -	\$ 652
7295	STOP GPS (100 units)	\$ 222,650	\$ 222,650
7295	Financial Verification to Pay (3 months)	\$ 255,775	\$ 63,944
7295	IT Software Devel (SpireSoft A-23-580)	\$ 10,000	\$ 10,000
7295	Text Remind	\$ 500	\$ 1,000
7295	Bus Passes	\$ 9,856	\$ 9,856
7296	Data Processing Services (Electronic office equipment, laptops, network connectivity, software license)	\$ 5,000	\$ 51,000
7415	Training/Travel	\$ 10,000	\$ 13,724
7416	Trans & Travel County Garage	\$ 48,600	\$ 48,600
7430	Utilities (General Services Department Rate)	\$ -	\$ 11,697
7611	Security Services	\$ -	\$ 3,142
7000	Services And Supplies Total:	\$ 608,651	\$ 475,799

	Program Total:	\$ 1,429,748	\$ 1,246,590
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Estimated Pretrial Expansion Allocation of Funds from Judicial Council ⁽¹⁾

	Year One	Year Two	Year Three	Year Four	Year Five	Total
	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	
Fresno County Allocation	1,787,185	1,662,120	1,662,120	1,662,120	1,662,120	8,435,665
Probation Portion ⁽²⁾	1,429,748	1,246,590	1,163,484	1,163,484	1,163,484	6,166,790
Court Portion ⁽²⁾	357,437	415,530	498,636	498,636	498,636	2,268,875
Total	1,787,185	1,662,120	1,662,120	1,662,120	1,662,120	8,435,665

(1) The amounts listed for years three through five are estimates only. Actual allocations are subject to Judicial Council approval each year.

(2) The 2024-25 FY allocation for Probation was 80% and 20% for Court. The 2025-26 FY allocation for Probation is 75% and 25% for Court. Subsequent FY allocation will be based on current FY 2025-26 funding levels at the minimum 70% allocated for Probation and 30% for the Courts, but may change from year-to-year at the Court's discretion.

The Revised Exhibit B reflects updated estimated allocations for the Pretrial Release Program under the Budget Act of 2025, which reduced funding from \$70 million to \$63.95 million. The Court's allocation was proportionally reduced to \$1,662,120. Subsequent fiscal year estimates are projected at the same level unless adjusted by the Judicial Council in future allocations. The Court and the County will continue to allocate funds between the Probation Department and the Court in accordance with program guidelines, maintaining at least 70% of total funds for Probation and up to 30% for Court operations.

Revised Exhibit C – Exclusionary Criteria

Assessments/reports will be excluded for cases that fall under any of the following categories:

- ✓ Supervision Hold (i.e. Probation, Post Release Community Supervision and Mandatory Supervision Holds)
- ✓ Supervision Bench Warrant (i.e. Probation, Adult Offender Work Program, Post Release Community Supervision and Mandatory Supervision Bench Warrant)
- ✓ U.S. Marshals Service Hold
- ✓ California Department of Corrections Hold (i.e. CDC Hold, Parental Rights)
- ✓ Parole Hold
- ✓ Parole Bench Warrant
- ✓ Set for Sentencing/Report and Recommendation
- ✓ Pretrial Release Denied (i.e. BW Cases in which PTR was previously denied)
- ✓ Pretrial Release Case (i.e. Defendant is on PTR in that specific case)
- ✓ State Hospital Detainer
- ✓ Refused by Nurse (i.e. Nurse refused booking of defendant)
- ✓ Remand (i.e. Court remanded defendant)
- ✓ Superior Court Order
- ✓ Commitment (i.e. commitment ordered)
- ✓ Federal Court Release (i.e. overcrowding release)
- ✓ Enroute Only (i.e. Defendant booked on only out of county charges)
- ✓ Misdemeanor Cite (i.e. Defendant was booked and cited on misdemeanor charges)
- ✓ Non-violent misdemeanor charges where no other violent/DV/CPO related charges are attached (i.e. suspended driver's license, drug paraphernalia, ID theft, public intoxication, trespassing, vandalism, obstruction.)