

1 **MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF PRETRIAL SERVICES**
2 **BETWEEN THE FRESNO COUNTY SUPERIOR COURT, AND THE COUNTY OF FRESNO**
3
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5 This Memorandum of Understanding (“MOU”) is made and entered into by and between
6 the Superior Court of California, County of Fresno, (“Court”), and the County of Fresno
7 (“County”) through its Probation Department (“Probation Department”). For purposes of this
8 MOU, the Court, the County, and the Probation Department are sometimes referred to
9 individually as “Party” and collectively as “the Parties”. This MOU sets forth each party’s roles
10 and responsibilities as they relate to Senate Bill number 129 (“SB 129”) Pretrial Release
11 Program Funding.

12
13 **Recitals**

14 A. The Court expects to receive funding from the Judicial Council of California (“Judicial
15 Council”) for the advancement of pretrial services pursuant to SB 129.

16 B. The Court desires to contract with the County for pre-arraignment and pretrial risk
17 assessments to be performed by the Probation Department on defendants booked into the
18 Fresno County Jail and for the Probation Department’s monitoring of defendants released on
19 Pre-Arraignment and Pretrial Services, as authorized by SB 129 for Pretrial Release Program
20 Funding.

21 C. It is the intent of the Parties that such services conform with SB 129 and all applicable
22 federal, state, and local laws.

23 D. With the passage of the Budget Act of 2024-25 and continued funding allocation from
24 the Judicial Council for Pretrial Services, the Court and the County desire to continue the
25 existing agreement between the Parties for the provision of Pretrial Services, with the purpose
26 and intent to enable the Probation Department to provide an expansion of Pretrial Services.

27 E. As stated in SB 129, the goals of the Pretrial Program are to: Implement and operate
28 pretrial programs and practices that promote the safe, efficient, fair, and timely pretrial release

1 of defendants booked into jail, provide the Court with information and resources to support
2 judicial officers in making pretrial release decisions that impose the least restrictive conditions to
3 ensure public safety and return to court, and implement appropriate monitoring practices and
4 provision of services for released defendants.

5 The Parties therefore agree as follows:

6 **Article 1**

7 **Court's Responsibilities**

8 1.1 The Court shall:

9 (A) Administer SB 129 funding from the Judicial Council, including reimbursement to
10 the County for expenditures incurred by the County in implementing and performing the
11 Services.

12 (B) Provide judicial officers and courtroom staff for pretrial hearings on release of
13 defendants based, in part, on risk assessments provided by the Probation Department.

14 (C) Support relevant training in pretrial development and program administration.

15 (D) Manage data reporting requirements under the terms of SB 129 funding
16 allocations in collaboration with the Probation Department and justice partners.

17 (E) Participate in the development of technology information exchange and process
18 automation between the Court, the Probation Department, and identified justice partners.

19 (F) Assign and train judicial officers to make pre-arraignment and pretrial release
20 decisions based on pretrial risk assessment results and data provided to the Court by the
21 Probation Department.

22 (G) Research the efficiency of adding a judicial officer in order to expand the number
23 of pre-arraignment assessments reviewed, in addition to possible related pretrial duties. In
24 support of this, the Probation Department shall provide necessary data to the Court to identify
25 ongoing trends or anything else the Court deems reasonably necessary, as requested by the
26 Court.

27 (H) Compensate the County for costs incurred to continue the expansion of the
28 program as provided for in the SB 129 funding requirements set forth in Exhibit A, "Probation

1 Pretrial Expansion Budget,” which is attached and incorporated by this reference. The Court
2 shall have the discretion to reimburse the County for costs incurred above the County’s
3 allocation, as provided in Exhibit B, “Estimated Pretrial Expansion Allocation of Funds from the
4 Judicial Council,” which is attached and incorporated by this reference.

5 (I) Participate in collaborative meetings with the Probation Department and justice
6 partners for monitoring of services, ongoing planning, and data reports.

7 (J) Send representatives to attend relevant training regarding Pretrial Services.

8 (K) Certify, in good faith, that by signing this Agreement, no supplanting of
9 nonfederal, state or County funds will occur.

10
11 **Article 2**

12 **County’s Responsibilities**

13 2.1 The County shall perform the following services through the Probation Department’s
14 Pretrial Services Units:

15 (A) Complete pretrial assessments utilizing the Public Safety Assessment (PSA) for
16 defendants booked into the Fresno County Jail. Defendants are screened for Pre-Arrestment
17 Release (PAR); if eligible, a PAR report will be completed. The Probation Department will
18 contact the Court to request review of the PAR report. For defendants who are not eligible for
19 PAR but meet the eligibility criteria for Pretrial release, remain detained, and are subsequently
20 charged by the District Attorney’s Office, the Probation Department will complete a Pretrial
21 report and file it electronically with the Court, using E-file.

22 (B) Advise individuals placed on pretrial monitoring by the Court of treatment
23 programs or services that are provided free of cost, as applicable. See Exhibit E, “Program
24 Referral List” for a list of services and programs.

25 (C) Monitor individuals using evidence-based guidelines, PSA supervision practices
26 and matrices. The Court and the Probation Department will agree upon the offense criteria and
27 scoring matrices to be used by the Probation Department in this process. (See Exhibit C,
28

1 "Exclusionary Criteria", and Exhibit D, "Fresno County Release Matrix," which is attached and
2 incorporated by this reference.)

3 (D) Provide necessary support for the Court-funded development, implementation,
4 and maintenance of information systems necessary for continued automation of the Program,
5 maintain the Pretrial Dashboard, which provides statistical data from the case management
6 system, and conduct monthly quality control analysis to ensure data is accurate.

7 (E) Report data as required by the Judicial Council to meet the requirements set
8 forth in SB 129, including monthly and quarterly statistical data to be provided to the Judicial
9 Council. The Probation Department shall submit its data and/or information or email notice of
10 additional time needed to the Court one month prior to the due date. In situations where
11 additional time is needed, the Court will allow the submission to be made three weeks prior to
12 the due date. Statistical information will be submitted at least two weeks prior to the due date.
13 The Court will provide the Probation Department with a copy of the quarterly progress report
14 within two weeks of submission.

15 (F) Expand text reminder and electronic communication opportunities via the
16 Probation Electronic Reporting System (PERS) or other text reminder services(s), in
17 accordance with all applicable laws and regulations.

18 (G) Maintain a contract with a vendor providing services for verification of financial
19 information for the ability to pay, as required by the decision in *In re Humphrey* (2021) 11 Cal.
20 5th 135.

21 (H) Explore viable options for existing program operations to include pre-arraignment
22 operations.

23 (I) Participate in collaborative meetings with justice partners to discuss Pretrial
24 Services. The Probation Department will facilitate meetings with the Court, which will be held
25 once every two months. If both parties agree that a particular meeting is not necessary, that
26 meeting will be cancelled and the next will remain as scheduled. The Probation Department will
27 provide monthly data reports every other month for one year. Following the first year of data
28 reports submitted, data reporting intervals may be modified to a frequency agreed to by both

1 parties. Additionally, the Probation Department will provide an annual report at the end of each
2 fiscal year regarding outcomes including, but not limited to, the number of pretrial assessments
3 completed, number of defendants placed on Pretrial Services, successful and unsuccessful
4 outcomes, and defendants consenting to receive text message reminders for required court
5 appearances. To ensure accuracy, the Probation Department will also input the appropriate
6 data in its Computer Management System to ensure data reports are accurate. This data is
7 subject to a court audit with a random sampling of cases at the Court's discretion, including, but
8 not limited to, referrals, criminal charges, Global Positioning System information, education,
9 employment and substance abuse history.

10 (J) Participate in relevant pretrial trainings and programs offered at the local or state
11 level.

12 (K) Certify, in good faith, that by signing this Agreement, no supplanting of
13 nonfederal, state or County funds will occur.

14 **Article 3**

15 **Mutual Responsibilities**

16
17 3.1 The Parties will use mutually agreed upon methods for the exchange of information,
18 so that each party may perform its duties and functions under this Agreement. The Parties will
19 use appropriate procedures to ensure all information is safeguarded from improper disclosure in
20 accordance with applicable state and federal laws and regulations.

21 3.2 The Parties agree to provide data as required in the reporting guidelines of SB 129.

22 3.3 The Parties agree to communicate any disagreements or issues at the lowest
23 possible level, where appropriate, and to mobilize problem resolution up through the Court's and
24 the Probation Department's individual chains of command as needed.

1 **Article 4**

2 **Compensation, Invoices, and Payments**

3 4.1 The Court agrees to compensate, and the County agrees to receive compensation
4 for, Pretrial services provided under this Agreement, as described in Exhibit A to this
5 Agreement, titled "Probation Pretrial Expansion Budget."

6 4.2 **County Allocation Maximum Compensation.** The maximum amount the Court
7 may pay the County is (i) Three Million, Nine Hundred Thirty-One Thousand, Eight Hundred
8 Eight and No/100 Dollars (\$3,931,808.00) from July 1, 2024 through June 30, 2027, (ii) One
9 Million, Two Hundred Fifty-One Thousand, Thirty and No/100 Dollars (\$1,251,030.00) for the
10 period July 1, 2027 through June 30, 2028, and (iii) One Million, Two Hundred Fifty-One
11 Thousand, Thirty and No/100 Dollars (\$1,251,030.00) for the period July 1, 2028 through June
12 30, 2029.

13 The maximum amount the Court may pay the County under this section 4.2 is Six
14 Million, Four Hundred Thirty-Three Thousand, Eight Hundred Sixty-Eight and No/100 Dollars
15 (\$6,433,868.00) as provided in Exhibit B, "Estimated Pretrial Expansion Allocation of Funds
16 from Judicial Council," "Probation Portion".

17 4.3 **Court Allocation Maximum Compensation.** During the term of the Agreement, the
18 Court may pay the funds listed in Exhibit B, "Estimated Pretrial Expansion Allocation of Funds
19 from Judicial Council", "Court Portion" to the County based on Program needs. The maximum
20 the Court may pay the County under this section 4.3 is (i) One Million, Four Hundred Twenty-
21 Nine Thousand, Seven Hundred Forty-Seven and No/100 Dollars (\$1,429,747.00) from July 1,
22 2024 through June 30, 2027, (ii) Five Hundred Thirty-Six Thousand, One Hundred Fifty-Five
23 and No/100 Dollars (\$536,155.00) for the period July 1, 2027 through June 30, 2028, and (iii)
24 Five Hundred Thirty-Six Thousand, One Hundred and Fifty-Five and No/100 Dollars
25 (\$536,155.00) for the period July 1, 2028 through June 30, 2029.

26 The maximum amount the Court may pay the County under this section 4.3 is Two
27 Million, Five Hundred and Two Thousand, Fifty-Seven and No/100 dollars (\$2,502,057.00).

1 **4.4 Total Maximum Compensation.** In no event shall the maximum compensation paid
2 by the Court to County for services provided by County under this Agreement exceed Eight
3 Million, Nine Hundred Thirty-Five Thousand, Nine Hundred Twenty-Five and No/100 Dollars
4 (\$8,935,925.00) during the entire term of this Agreement.

5 The County acknowledges the amounts represented in this section are based on
6 estimates and actual compensation amounts are dependent upon funding by the appropriating
7 government agency and that the compensation amounts provided are based on the Fresno
8 County Superior Court allocation from the funding agency. Upon confirmation by the Court that
9 it has received its allocation from the funding agency, the Court will pay the County 80% of its
10 allocation for the period of July 1, 2024, through June 30, 2025; and a minimum of 70% of
11 subsequent years' allocations, through June 30, 2029. The percentage of its allocation that the
12 Court pays to the County may vary from year-to-year in Court's discretion, based on Program
13 needs.

14 The Parties acknowledge that both parties are governmental entities and do so with
15 notice that both parties' powers are limited by the California Constitution and by State law, and
16 with notice that the County may receive compensation under this Agreement only for services
17 performed according to the terms of this Agreement and while this Agreement is in effect, and
18 subject to the maximum amounts payable under this section.

19 The County understands paid amounts must comply with the latest versions of the
20 Judicial Branch Trial Court Financial Policies and Procedures Manual (see
21 <https://www.courts.ca.gov/documents/fin-policies-and-procedures-Manual.pdf>) and the Judicial
22 Branch Travel Guidelines (see [https://www.fresno.courts.ca.gov/system/files/general/jcc-travel-](https://www.fresno.courts.ca.gov/system/files/general/jcc-travel-guidelines-2024-03-01.pdf)
23 [guidelines-2024-03-01.pdf](https://www.fresno.courts.ca.gov/system/files/general/jcc-travel-guidelines-2024-03-01.pdf)).

24 **4.5 Invoices.** The County shall submit monthly invoices in arrears and electronically to:
25 accounts_payable@fresno.courts.ca.gov. Each invoice must include the County's name and
26 address; a remittance address (if different from the mailing address); the Probation
27 Department's accounting contact name, telephone, and e-mail address; Fiscal Year of the
28 Agreement; Program title (Pretrial Services Expansion Program); and the invoice amount for

1 each line item of expense as provided in Exhibit A, "Probation Pretrial Expansion Budget". Each
2 invoice shall include all required back-up documentation, including, but not limited to, the
3 completion of a Pretrial Personnel Activity Report (PPAR), attached and incorporated by
4 reference as Exhibit F, for each position listed in Exhibit A, "Probation Pretrial Expansion
5 Budget", payroll queries, copies of paid invoices for services and supply purchases, and
6 invoices for outside professional services. Each invoice shall have the signature(s) of the
7 authorized County official(s), the total billing amount requested, and the following certification: "I
8 hereby certify under the penalty of perjury that the amount billed above is true and correct in
9 accordance with the Pretrial Services Expansion Program Agreement."

10 Invoices must be submitted within forty-five (45) days after the month in which the
11 County performs services and in any case within forty-five (45) days after the end of the term or
12 termination of this Agreement.

13 The County understands the annual allocations set forth for this Agreement are the
14 maximum amounts allowable for payment of actual costs expended throughout the applicable
15 fiscal year only. Invoices exceeding the annual allocation encumbered will not be paid.

16 4.6 **Payment.** The Court shall pay the County for each correct, itemized invoice received
17 from the County after acceptance of the applicable Pretrial Services, in accordance with the
18 terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary,
19 payments to the County are contingent upon the timely and satisfactory performance of the
20 County's obligations under this Agreement and will be paid within 45 days of an accepted
21 invoice. The Court shall remit payment to the County's address as specified on the invoice.

22 4.7 **No Implied Acceptance.** Payment does not imply acceptance of the County's
23 invoice. The County shall immediately refund any payment made in error. The Court shall have
24 the right at any time to set off any amount owing from the County to the Court pursuant to this
25 Agreement against any amount payable by the Court to the County under this Agreement.

26 4.8 **Incidental Expenses.** The County is solely responsible for all of its costs and
27 expenses that are not specified as payable by the Court under this Agreement.
28

1 **Article 5**

2 **Term of Agreement**

3 5.1 **Term.** This Agreement is retroactively effective on July 1, 2024 and terminates on
4 June 30, 2027, except as provided in section 5.2, "Extension," or Article 7, "Termination and
5 Suspension," below.

6 5.2 **Extension.** The term of this Agreement shall automatically be extended for two (2)
7 additional one-year periods upon the same terms and conditions herein set forth, unless written
8 notice of non-renewal is given by either party or the County's Chief Probation Officer or his or
9 her designee no later than thirty (30) days prior to the close of the then-current Agreement term.
10 The extension of this Agreement by either party is not a waiver or compromise of any default or
11 breach of this Agreement by either party existing at the time of the extension whether or not
12 known to the County.

13 5.3 **Alteration of Terms.** It is mutually agreed that this Agreement may be modified or
14 amended only upon the written mutual consent of the Parties.

15 **Article 6**

16 **Notices**

17
18 6.1 **Contact Information.** The persons having authority to give and receive notices
19 under this Agreement, and their contact information, are:

20 **For the County:**
21 Realignment Division
22 Deputy Chief Probation Officer
23 County of Fresno
24 2171 N. Fine Avenue
25 Fresno, CA 93727
26 ProbationContracts@fresnocountyca.gov
27 (559) 600-1144

28 **Administrative Division**
Deputy Chief Probation Administrative Officer
County of Fresno
3333 E. American Avenue, Suite B,
Fresno, CA 93725
(559) 600-1247

For the Court:

1 Court Executive Officer
2 Superior Court of California, County of Fresno
3 1100 Van Ness Avenue
4 Fresno, CA 93724

5 6.2 **Change of Contact Information.** Either party may change the information in section
6 6.1 by giving notice as provided in section 6.3.

7 6.3 **Method of Delivery.** Each notice between the County and the Court provided for or
8 permitted under this Agreement must be in writing, state that it is a notice provided under this
9 Agreement, and be delivered either by personal service, by first-class United States mail, by an
10 overnight commercial courier service, or by Portable Document Format (PDF) document
11 attached to an email.

12 (A) A notice delivered by personal service is effective upon service to the recipient.

13 (B) A notice delivered by first-class United States mail is effective five (5) calendar
14 days after deposit in the United States mail, postage prepaid, addressed to the recipient.

15 (C) A notice delivered by an overnight commercial courier service is effective two (2)
16 calendar days after deposit with the overnight commercial courier service, delivery fees prepaid,
17 with delivery instructions given for next day delivery, addressed to the recipient.

18 (D) A notice delivered by PDF document attached to an email is effective when
19 transmission to the recipient is completed (but, if such transmission is completed outside of the
20 recipient's business hours, then such delivery is deemed to be effective at the beginning of the
21 recipient's next business day), provided that the sender maintains a machine record of the
22 completed transmission.

23 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
24 nothing in this Agreement establishes, waives, or modifies any claims presentation
25 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
26 of Title 1 of the Government Code, beginning with section 810).
27
28

1 **Article 7**

2 **Termination and Suspension**

3 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the allocation of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then a party, upon at least sixty (60) days' advance written notice to the other
6 party, may:

7 (A) Modify the services provided by the County under this Agreement; or

8 (B) Terminate this Agreement.

9 7.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has
11 occurred, either party may give written notice of the breach to the other party. The written notice
12 may suspend performance under this Agreement and must provide at least sixty (60) days for
13 cure of the breach.

14 (B) If the breaching party fails to cure the breach to the other party's satisfaction and
15 within the time stated in the written notice, the other party may terminate this Agreement
16 immediately.

17 (C) For purposes of this section, a breach occurs when either party has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the other party; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 7.3 **Termination without Cause.** In circumstances other than those set forth above,
23 either party may terminate this Agreement by giving at least sixty (60) days' advance written
24 notice to the other party.

25 7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by either
26 party under this Article 7 is without penalty to or further obligation of either party.

27 7.5 **Court's Rights upon Termination.** Upon termination for breach under this Article 7,
28 the Court may demand repayment by the County of any monies disbursed to the County under

1 this Agreement that, in the Court's sole judgment, were not expended in compliance with this
2 Agreement. The County shall promptly refund all such monies upon demand. This section
3 survives the termination of this Agreement.

4 This provision shall not limit or reduce any damages owed to either party due to a
5 breach of this Agreement by the other party.

7 Article 8

8 Independent Contractor

9 8.1 **Status.** In performing under this Agreement, the County, including its officers,
10 agents, employees, and volunteers, is at all times acting and performing as an independent
11 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
12 venturer, partner, or associate of the Court.

13 8.2 **Verifying Performance.** The Court has no right to control, supervise, or direct the
14 manner or method of the County's performance under this Agreement, but the Court may verify
15 that the County is performing according to the terms of this Agreement.

16 8.3 **Benefits.** Because of its status as an independent contractor, the County has no
17 right to employment rights or benefits available to the Court's employees. The County is solely
18 responsible for providing to its own employees all employee benefits required by law. The
19 County shall save the Court harmless from all matters relating to the payment of County's
20 employees, including compliance with Social Security withholding and all related regulations.

21 8.4 **Services to Others.** The Parties acknowledge that, during the term of this
22 Agreement, the County may provide services to others unrelated to the Court.

23 8.5 **Subcontracts.** With the exception of subcontracts currently in place for provision of
24 these services, County shall obtain written approval from the Court's Executive Officer, or
25 designee, before subcontracting any of the services delivered under this Agreement. The
26 Court's Court Executive Officer, or designee, retains the right to approve or reject any request
27 for subcontracting services. Any transferee, assignee, or subcontractor will be subject to all
28 applicable provisions of this Agreement, and all applicable state and federal regulations. The

1 County shall be held primarily responsible by the Court for the performance of any transferee,
2 assignee, or subcontractor unless otherwise expressly agreed to in writing by the Parties to this
3 Agreement. The use of subcontractors by the County shall not entitle the County to any
4 additional compensation that is provided for under this Agreement.

5 The County shall remain legally responsible for the performance of all terms and
6 conditions of this Agreement, including, without limitation, all Pretrial Services provided by third
7 parties under subcontracts, whether approved by the Court or not.

8
9 **Article 9**

10 **Indemnity and Defense**

11 9.1 **Indemnity.** Each party to this Agreement (“Indemnifying Party”) agrees to indemnify,
12 save, hold harmless, and at the other party’s (“Indemnified Party”) request, defend the
13 Indemnified Party, its officers, agents, and employees from any and all costs and expenses
14 (including attorney’s fees and costs), fines, penalties, damages, liabilities, claims, and losses
15 occurring or resulting to the Indemnified Party in connection with the performance, or failure to
16 perform, by the Indemnifying Party, its officers, agents, or employees under this Agreement, and
17 from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities,
18 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
19 or damaged by the performance, or failure to perform, of the Indemnifying Party, its officers,
20 agents, or employees under this Agreement.

21 9.2 **Survival.** This Article 9 survives the termination or expiration of this Agreement.
22

23 **Article 10**

24 **Insurance**

25 10.1 Both parties shall maintain, at their sole expense, insurance policies, applicable self-
26 insurance program or litigation management program including, but not limited to, an insurance
27 pooling arrangement, and ensure sufficient coverage for liabilities that may arise from services
28 provided under this Agreement. A self-insurance program or litigation management program

1 does not limit either party's liability to the other party, or limit either party's right to seek
2 indemnification from the other party in accordance with the terms and conditions of this
3 Agreement. Each party shall provide evidence of insurance, certificates of insurance, or other
4 similar documentation if requested by the other party.

6 **Article 11**

7 **Inspections, Audits, and Public Records**

8 11.1 **Inspection of Documents.** The County shall make available all of its records and
9 data covered by this Agreement and not subject to attorney-client privilege, to the Court, the
10 Judicial Council, and any of their duly authorized representatives. The County shall permit audit
11 and inspection of all its records and data covered by this Agreement and not subject to attorney-
12 client privilege, by the Court, the Judicial Council, and any of their duly authorized
13 representatives.

14 11.2 **Monitoring and State Audit Requirements.** If the compensation to be paid by the
15 Court under this Agreement exceeds \$10,000, both parties are subject to the examination and
16 audit of the California State Auditor, as provided in Government Code section 8546.7, for a
17 period of three years after final payment under this Agreement. This section survives the
18 termination of this Agreement. Both parties shall keep fiscal, program, and management
19 records.

20 (A) Fiscal records shall be kept in accordance with generally accepted accounting
21 procedures.

22 (B) The County shall maintain all records pertaining to service delivery and all fiscal,
23 statistical, and management books and records pertaining to the Program locally (within Fresno
24 County).

25 11.3 **Cooperation with Audits.** The County shall cooperate with the Court in any review
26 and/or audit initiated by the Court, the Judicial Council, or any other applicable regulatory body.
27 This cooperation may include such activities as onsite program, fiscal, or program-related
28 document reviews and/or audits.

1 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. The Parties consent to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 12.5 **Construction.** The final form of this Agreement is the result of the Parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall be resolved by reconciling it, if possible, to give effect to the
8 Parties' intent. Any ambiguity in this Agreement is not to be resolved by construing the terms of
9 this Agreement against either party.

10 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

11 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
12 only and are not part of this Agreement.

13 12.8 **Severability.** If anything in this Agreement is found by a court of competent
14 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
15 effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of
16 this Agreement with lawful and enforceable terms intended to accomplish the Parties' original
17 intent.

18 12.9 **Nondiscrimination.** During the performance of this Agreement, the Parties shall not
19 unlawfully discriminate against any employee or applicant for employment, or recipient of
20 services, because of race, religious creed, color, national origin, ancestry, physical disability,
21 mental disability, medical condition, genetic information, marital status, sex, gender, gender
22 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
23 all applicable State of California and federal statutes and regulations.

24 12.10 **No Waiver.** Payment, waiver, or discharge by either party of any liability or obligation
25 under this Agreement on any one or more occasions is not a waiver of performance of any
26 continuing or other obligation and does not prohibit enforcement of any obligation on any other
27 occasion.

28

1 **12.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the Court and the County with respect to the subject matter of this Agreement, and it
3 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the Parties.

11 **12.13 Authorized Signature.** The Parties represent and warrant to each other that:

12 (A) The Parties are duly authorized and empowered to sign and perform their
13 obligations under this Agreement.

14 (B) The individuals signing this Agreement on behalf of the Parties are duly
15 authorized to do so and their signature on this Agreement legally binds the Parties to the terms
16 of this Agreement.

17 **12.14 Electronic Signatures.** The Parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

19 (A) An "electronic signature" means any symbol or process intended by an individual
20 signing this Agreement to represent their signature, including but not limited to (1) a digital
21 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
22 scanned and transmitted (for example by PDF document) version of an original handwritten
23 signature.

24 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
25 equivalent to a valid original handwritten signature of the person signing this Agreement for all
26 purposes, including but not limited to evidentiary proof in any administrative or judicial
27 proceeding, and (2) has the same force and effect as the valid original handwritten signature of
28 that person.

1 (C) The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,
3 Title 2.5, beginning with section 1633.1).

4 (D) Each party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
6 through (5), and agrees that each other party may rely upon that representation.

7 (E) This Agreement is not conditioned upon the Parties conducting the transactions
8 under it by electronic means and either party may sign this Agreement with an original
9 handwritten signature.

10 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
11 original, and all of which together constitute this Agreement.


12 [SIGNATURE PAGE FOLLOWS]

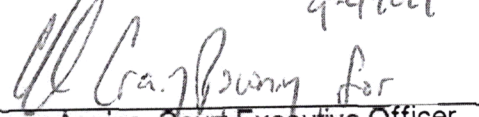
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The Parties are signing this Agreement on the date stated in the introductory clause.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO 9-9-29



Houry A. Sanderson, Presiding Judge
1100 Van Ness Avenue
Fresno, CA 93724

9-4-2024

Dawn Annino, Court Executive Officer
1100 Van Ness Avenue
Fresno, CA 93724

COUNTY OF FRESNO


Nathan Magsig, 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: 
Deputy

For accounting use only:

Org No.: 34300393
Account No.: 4841
Fund No.: 0001
Subclass No.: 10000

Probation Pretrial Expansion Budget

FY 2024-25

Assistant Deputy Chief Probation Officer (1)	226,015
DPO IV (2)	355,461
Probation Technician II (2)	189,622
Subtotal	771,097
PTE Monitoring Extended Hours of Service	35,000
PTE Assessment Unit Expanded Hours	15,000
Subtotal	50,000
S&B Total	821,097
Vehicles (3) - Monthly Charges	48,600
Radios (4) - monthly charges	5,568
Cell Phones (4) monthly charges	7,901
iPad (26) monthly charges	4,801
STOP GPS (100 Units)	222,650
Bus passes	9,856
Financial verification of ability to pay contract	255,775
Text remind	500
IT Support	10,000
Office Expense	10,000
Training/Travel	10,000
Electronic Office Equipment	5,000
Pre-Paid Cell Phones	18,000
S&S Total	608,651
Program Total	1,429,748

JCC Allocation	FY 2024-25 Ongoing
	1,429,748

Estimated Pretrial Expansion Allocation of Funds from Judicial Council⁽¹⁾

	Year One FY 2024-25	Year Two FY 2025-26	Year Three FY 2026-27	Year Four FY 2027-28	Year Five FY 2028-29	Total
Fresno County Allocation	1,787,185.00	1,787,185.00	1,787,185.00	1,787,185.00	1,787,185.00	8,935,925.00
Probation Portion ⁽²⁾	1,429,748.00	1,251,030.00	1,251,030.00	1,251,030.00	1,251,030.00	6,433,868.00
Court Portion ⁽²⁾	357,437.00	536,155.00	536,155.00	536,155.00	536,155.00	2,502,057.00
Total	1,787,185.00	1,787,185.00	1,787,185.00	1,787,185.00	1,787,185.00	8,935,925.00

(1) - The amounts listed above are estimates only. The actual allocation is dependent upon what is approved every FY.

(2) - The 2024-25 FY allocation for Probation will be 80% and 20% for Court. Subsequent FY allocations will be at a minimum of 70% for Probation and 30% for Court, but may change from year-to-year at the Court's discretion.

Exclusionary Criteria

- Does not meet criteria; no assessment/report will be completed for the following reason:
 - ✓ Supv Hold (i.e. Probation, PRCS and MS Holds)
 - ✓ Supv BW (i.e. Probation, AOWP, PRCS and MS BW's)
 - ✓ USMS Hold (i.e. Marshall Holds)
 - ✓ CDC Hold (i.e. CDC holds, Parental Rights)
 - ✓ Parole Hold (i.e. Parole hold only)
 - ✓ Parole BW (i.e. Parole BWs only)
 - ✓ Set for Sent/RPO (i.e. cases set for a sentencing hearing)
 - ✓ PTR Denied (i.e. BW Cases in which PTR was previously denied)
 - ✓ PTR Case (i.e. Defendant is on PTR in that specific case)
 - ✓ State Hosp Detainer
 - ✓ Ref-Nurse (i.e. Nurse refused booking of defendant)
 - ✓ Remand (i.e. Court remanded defendant)
 - ✓ SCO (i.e. Superior Court Order)
 - ✓ COMT (i.e. Commitment ordered)
 - ✓ FCR (i.e. Federal Court Release; overcrowding release)
 - ✓ ENRT Only (i.e. Defendant booked on only out of county charges)
 - ✓ Misd Cite (i.e. Defendant was booked and cited on misdemeanor charges)

Fresno County Release Matrix

Release Activities and Conditions	Pretrial Release Level		
	1	2	3
Mandatory Statutory Conditions	Yes	Yes	Yes
Court Date Notifications	Yes	Yes	Yes
Criminal History Checks before court (Local)	Yes	Yes	Yes
Check-in by Phone Once Per Month	Yes		
Check-in twice by Phone or Virtually		Yes	
Increased Office Check-ins			Yes
Other Case-Specific Conditions	If Court-Ordered	If Court-Ordered	If Court-Ordered

Fresno County Release Matrix

Failure to Appear (FTA) Scaled Score	New Criminal Activity (NCA) Scaled Score					
	1 91% Likely Arrest- Free	2 85% Likely Arrest- Free	3 78% Likely Arrest- Free	4 68% Likely Arrest- Free	5 55% Likely Arrest- Free	6 47% Likely Arrest- Free
1 89% Likely to Appear	OR	OR				
2 85% Likely to Appear	OR	OR	OR	Level 1	Level 2	
3 81% Likely to Appear		OR	Level 1	Level 2	Level 2	Level 3
4 73% Likely to Appear		Level 1	Level 2	Level 2	Level 2	Level 3
5 69% Likely to Appear		Level 1	Level 2	Level 2	Level 3	Level 3
6 65% Likely to Appear				Level 3	Level 3	Level 3

PSA Monitoring Levels

Own Recognizance (OR)

- No Monitoring

Level 1

- Standard Pretrial terms and conditions with contract signed in Court
- Initial phone contact within 24 hrs of release from custody/Court
- Criminal history/warrant check (locally)
- Text reminder for Court
- Court reminder by phone
- Phone contact once a month

Level 2

- Standard Pretrial terms and conditions with contract signed in Court
- Initial office contact within 24hrs of release from custody/Court
- Criminal history/warrant check (locally)
- Text reminder for Court
- Court reminder by phone
- Monthly Report Form
- Phone/Virtual contact once a month

Level 3

- Standard Pretrial terms and conditions with contract signed in Court
- Initial office contact within 24hrs of release from custody/Court
- Criminal history warrant/check (locally)
- Text reminder for Court
- Court reminder by phone
- Monthly Report Form
- Phone/Virtual contact once a month
- In-person contact once a month (Office/Field)

Program Referral List

No Cost Voluntary Pretrial Treatment Programs and Services available to Pretrial Defendants.

- Day Reporting Center – provides life skills and coping mechanisms needed to successfully reintegrate into the community and reduce the likelihood of re-entering the criminal justice system
- GPS/Alcohol monitoring (SoberTrack)
- Substance Use Disorder/Co-Occurring Mental Health Services Assessment, Outpatient, detox, and In-patient treatment
- Transitional Housing for homeless offenders
- Building Trades Certification cohorts for offender job skill enhancement and job placement
- Re-Entry Employment Readiness and Job Placement Services for offenders
- Full-Service Partnership (FSP) for offenders with mental health issues including therapy, medication facilitation, and housing
- Bus Pass Transportation Resources
- Text remind and electronic communication via the Probation Electronic Reporting System (PERS) or other text remind program/service
- Step-down monitoring for defendants in compliance
- Targeted cognitive behavior change classes to include Thinking for a Change (T4C), Aggression Replacement Therapy (ART), and parenting program
- Any other community-based program or service, i.e., foodbank, Catholic Charities, West Fresno Family Resource Center, Department of Social Services (Medi-Cal and food support programs)

Pretrial Personnel Activity Report (PPAR)

A PAR is an employee maintained log which accounts for 100 percent of the employee's time. The form is used to identify **effort** spent on multiple programs.

PAR's must meet the following standards:

- Reflect the employee's after-the-fact distribution of time by program
- Account for the total activity by program fund for which each employee is compensated.
- Must be prepared monthly and coincide with one or more pay periods.
- Must be signed by the employee and his/her supervisor **monthly**.
- Must be submitted with corresponding invoice for the month services provided.

INSTRUCTIONS -

1. Enter the name of Agency, Program, Invoice Month, Employee Name and Position Title.
2. Enter the name of the Month/Year Reporting.
3. Pretrial Hours - enter actual hours **worked** on Pretrial.
4. Nin Pretrial Hours – enter the actual hours reflected on timesheet **BUT NOT WORKED** on Pretrial.
5. Employee and Supervisor are required to sign and date by month.

Pretrial Personnel Activity Report (PPAR)

Agency: FRESNO COUNTY PROBATION DEPARTMENT Program: Pre-Trial

Employee Name: _____ Employee Title: _____

Month/Year: _____

Program	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
PRETRIAL																																0
NON-PRETRIAL																																0
Leave Hours																																0
Daily Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Employee Signature: _____ Date: _____ Supervisor Signature: _____ Date: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.