



RESOLUTION No. **19-643**

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE NEVADA COUNTY SUPERIOR COURT IN THE AMOUNT OF \$311,289 FOR THE IMPLEMENTATION OF A PRETRIAL PILOT PROGRAM DURING THE PERIOD BEGINNING AUGUST 9, 2019 AND ENDING DECEMBER 31, 2021, AUTHORIZING THE CHIEF PROBATION OFFICER AND THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE MOU AND ASSOCIATED FORMS AND AMEND THE FISCAL YEAR 2019/2020 BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, in 2019 the Nevada County Superior Court, in conjunction with Nevada County Probation, applied under a grant opportunity through the Judicial Council of California to implement a Pretrial Pilot Program; and

WHEREAS, said application was approved by the Judicial Council of California (JCC) and the Nevada County Superior Court entered into an Agreement with the JCC effective August 9, 2019; and

WHEREAS, a Memorandum of Understanding ("MOU") is necessary to define the scope of services and payment terms between Nevada County Probation Department and the Superior Court of California, County of Nevada; and

WHEREAS, the funding provided through this MOU will reimburse Probation expenditures associated with staffing and program costs for the Pretrial Program services as defined in the MOU; and

WHEREAS, the Court has requested the Chair of the Board of Supervisors and the Chief Probation Officer to sign the MOU and associated JCC forms that authorizes the application and subsequent pretrial justice pilot program award and contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada hereby approves the MOU between the Nevada County Probation Department and the Nevada County Superior Court effective August 9, 2019 through December 31, 2021, and authorizes the Chief Probation Officer and the Chair of the Board to execute the MOU and associated JCC forms.

BE IT FURTHER RESOLVED the Auditor-Controller is authorized to amend the Fiscal Year 2019/2020 budget, increasing the following revenue and expenditure accounts:

0101 20320 201 1000	458010	\$183,052
0101 20320 201 1000	510200	\$ 48,392
0101 20320 201 1000	521480	\$ 4,760
0101 20320 201 1000	521520	\$129,900

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 17th day of December, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:



Richard Anderson, Chair

12/17/2019 cc: Probation*
AC* (Hold)

1/16/2020 cc: Probation*
AC* (Release)
NC Courts

Memorandum of Understanding
Between
The Nevada County Probation Department
And
Superior Court of California, County of Nevada
Regarding Pretrial Services Pilot Program

This Memorandum of Understanding (“MOU”) is entered into by and between the Nevada County Probation Department (“Probation”) and the Superior Court of California, County of Nevada (“Court”). This MOU sets forth each parties roles and responsibilities as they relate to the Pretrial Services Pilot Program, for the period August 9, 2019 through December 31, 2021.

WHEREAS, Court is to receive funding from the Judicial Council of California (“Judicial Council”) for the Pretrial Services Pilot Program (“Program”) under the terms and conditions of the Agreement No. 46553 between the Court and the Judicial Council (the “Contract”);

WHEREAS, Court desires to subcontract with Probation, subject to the authorization of the County of Nevada, for Probation to provide certain services necessary to complete the Program objectives as set forth in the Contract;

WHEREAS, the Judicial Council has consented to Court’s subcontracting with Probation for certain services necessary to complete the Program objectives as set forth in the Contract;

WHEREAS, it is the intent of the parties that such services be in conformity with the Contract and all applicable federal, state and local laws; and

NOW, THEREFORE, Court and Probation mutually agree as follows:

1. **Definitions:** If not otherwise defined in this MOU, the definitions of capitalized terms used in this MOU are as set forth in the Contract, included as attachment A.
2. **Scope of Services:** Consistent with the terms and conditions of the Contract and this MOU, Probation shall provide the following in furtherance of the Program objectives:
 - Two .5 FTE Probation Assistants to cover pretrial services in Nevada and Sierra County;
 - Review bookings of all individuals booked into Nevada County jail that have not posted bail or have been released by jail staff due to jail policies/procedures prior to probation staff’s reasonable effort to interview booked individuals;
 - Review bookings of all individuals booked into the Nevada County jail on behalf of Sierra County;
 - Risk Assessment tools for use in determining an offender’s pretrial risk;

- Pretrial risk assessment and recommendation report to both Sierra and Nevada County Court;
- Supervision of individuals released on supervised release for the Nevada County Courts;
- Pretrial Program services including drug testing, alcohol testing and electronic monitoring when ordered by the court;
- Administration and distribution of incentives and bus passes/fares;
- Data collection and reporting for statistical outcome measures to meet Contract requirements for the Program;
- Participation of Probation in meetings as required by Court to meet Contract requirements for the Program.

Probation warrants to Court that funds provided to Probation under the MOU will only be used for new or expanded services and that no ongoing or completed projects of Probation will duplicate or overlap any Work under the Contract consistent with the requirements outlined in the Contract.

3. **Term:** This MOU is effective August 9, 2019 through December 31, 2021. Beginning June 30, 2021 the Court and Probation will work together to transition program services and wrap up the final deliverables by the end of the MOU period, December 31, 2021. Either party may terminate this MOU earlier by providing written notice of intent to terminate to the other party at least sixty (60) days before the intended termination date. In addition, and upon sixty (60) days notice to Probation, Court may terminate this MOU, in whole or in part, without prejudice to any right or remedy of Court, if expected or actual funding is withdrawn, reduced, or limited in any way. Court may also terminate this MOU for deficient performance of Probation consistent with the requirements of Contract.
4. **Reporting:** Probation agrees to provide data relevant to the Deliverables in a timeline outlined by the Judicial Council. As practical and feasible, data shall be uploaded to the Judicial Council's secure site established for the Program and/or other FTPs as established by the Judicial Council. The Judicial Council's Quarterly Program Evaluation, Data and Data Collection Report as outlined in the Contract. Data collection requirements are subject to change by the Judicial Council or the Court Program Manager from time to time. Court commits to communicating any such changes to Probation in a timely manner.
5. **Compensation for Services:** The maximum amount Court may pay Probation Under this MOU is \$311,289 plus the cost for travel to the Pretrial Justice Institute and Pretrial Justice Follow-up Conferences required by the grant for the period August 9, 2019 through December 1, 2021, subject to the provisions of the Contract, including all fees and expenses. The budget, as agreed upon in the Contract between Court and the Judicial Council, is attached as Attachment B to this MOU.

Fiscal Year 2019-2020 and Fiscal Year 2020-2021: Requests for reimbursement, with proper financial documentation, should be submitted to Court monthly in arrears by no later than the 20th of the following month. Probation's final invoice must be received by Court no later than December 1, 2021. Invoices received by Court after December 1, 2021, will not be accepted.

Probation shall submit all invoices to Court in arrears monthly with documentation acceptable to Court to support actual costs billed. Such documentation to be provided to Court monthly includes:

- a. Documentation of salaries and fringe benefits paid by Probation to two .5 FTE Probation Assistants;
- b. Copies of vendor invoices detailing services and for costs associated with risk assessment tools, drug and alcohol testing, electronic monitoring, continuous alcohol monitoring devices, electronic reminder system;
- c. Adequate backup documentation as deemed necessary by Court to substantiate expenses claimed; and
- d. Such additional information as Court may require from Probation to comply with the terms of the Contract.

Subject to compliance with the requirements of the Contract that are applicable to Probation's role as a Subcontractor and this MOU, Court shall reimburse Probation for actual costs incurred following (i) Court's receipt of pilot (grant) funds from the Judicial Council and (ii) submission to and acceptance by the Judicial Council of required reports identified in the Contract.

If Probation receives payment from Court for a service or reimbursement that is later disallowed, Probation shall promptly refund the disallowed amount upon request. Court may offset the amount disallowed from any payment due or to become due to Probation under this MOU or any other agreement with Probation or the County of Nevada.

6. General Provisions

- a. Entire Agreement. This MOU, including those portions of the Contract applicable to Probation's services as a Subcontractor of Court, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this MOU.
- b. Amendment. NO addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the parties, or their respective authorized designees.
- c. Further Assurances. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU. Time is of the essence in the performance of this MOU.
- d. Waiver. Any waiver by either party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
- e. Severability. The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to affect the reasonable intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- f. Relationship of Parties. Probation and the employees and agents of Probation in the performance of this MOU shall act in an independent capacity and not as officers,

employees or agents of the Court or the Judicial Council. Neither Probation nor any person engaged by Probation to perform the services described herein is covered by any employee benefit plans provided to the employees of Court. Each party is liable for the acts and omissions of itself, its employees and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the parties. Each party will determine the method, details, and means of performing its obligations under the MOU, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the respective party. Probation will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

- g. Risk Allegations. It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its judges, subordinate judicial officers, directors, officers, agents and employees. The parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code section 895.6. Instead, pursuant to Government Code section 895.4, the parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.
- h. Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
- i. Notices. Any notices required to be given pursuant to the terms and provisions of the MOU shall be in writing and shall be delivered to:

County: Nevada County Probation Department
109 ½ North Pine St.
Nevada City, CA 95959
Attn: Michael Ertola
Chief Probation Officer

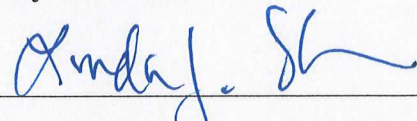
Court: Superior Court of California,
County of Nevada
201 Church St.
Nevada City, CA 95959
Attn: Jason B. Galkin,
Court Executive Officer

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

- k. Limitations on Publication. Probation shall not publish or broadcast any article, press release, advertisement, or other writing that references the Judicial Council unless previously approved in writing by the Judicial Council.
- l. Interpretation. The provisions and terms of this MOU shall be interpreted in accordance with the plain meaning thereof, and shall not be construed in favor or against any party.
- m. Third-Party Beneficiary. The Judicial Council is a third-party beneficiary of this MOU.


IN WITNESS WHEREOF, Court and Probation executed this MOU on the date(s) indicate below;

**Superior Court of California,
County of Nevada**

By: 
Hon. Linda J. Sloven, Presiding Judge

Date: 12/30/2019

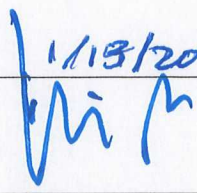
Nevada County Probation Department

By: 
Michael Ertola, Chief Probation Officer

Date: 1-6-20


The County of Nevada has authorized Probation to enter into this Memorandum of Understanding.

-- COUNTY OF NEVADA --

Date: 1/13/2020
By: 

Chairman, Board of Supervisors

ATTEST:

Date: 

By: 1/13/2020

Clerk of the Board of Supervisors

JUDICIAL COUNCIL OF CALIFORNIA AGREEMENT COVERSHEET

AGREEMENT NUMBER

46553

1. In this agreement ("Agreement"), the term "Court" refers to the **Superior Court of California, County of Nevada**, and the term "Judicial Council" refers to the **Judicial Council of California**. The Court and the Judicial Council are individually referred to as a "party" and collectively as the "parties."
2. This Agreement is effective as of **August 9, 2019** ("Effective Date") and expires on **December 31, 2021** ("Expiration Date").
3. The maximum amount the Judicial Council may pay the Court under this Agreement is **\$329,717.00** (the "Contract Amount").
4. The title of this Agreement is: **Pretrial Pilot Program**.

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

5. The parties agree that this Agreement, made up of this coversheet, the exhibits listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit A – Standard Provisions

Exhibit B – Special Provisions

Exhibit C – Payment Provisions

Exhibit D – Work to be Performed (including Attachment 1: Pretrial Pilot Program Data Elements Inventory)

Exhibit E – Charts and Forms

Attachment 1: Acceptance and Sign-off Form

Attachment 2: Quarterly Progress Report Template

Attachment 3: Budget Summary

JUDICIAL COUNCIL'S SIGNATURE	COURT'S SIGNATURE
Judicial Council of California	Superior Court of California, County of Nevada
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Jason B. Galkin, Court Executive Officer
DATE EXECUTED	DATE EXECUTED 11/19/2019
ADDRESS Attn: Procurement Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS Attn: Jason Galkin, CEO 201 Church St, Nevada City, CA 95959

**EXHIBIT A
STANDARD PROVISIONS**

1. RELATIONSHIP OF PARTIES

The Court, its agents, employees, and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Judicial Council of California.

2. TERMINATION FOR CAUSE

Either party may terminate this Agreement if the other party materially breaches a provision of this Agreement, and such breach is not cured within 30 days of written notice given by the party seeking to terminate. If the Agreement is terminated by the Judicial Council, the Judicial Council will be relieved of any payment to the Court.

3. NO ASSIGNMENT

Without the written consent of the Judicial Council, the Court shall not assign or delegate this Agreement in whole or in part.

4. TIME OF ESSENCE

Time is of the essence regarding the completion of the Work under this Agreement.

5. VALIDITY OF ALTERATIONS

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or Agreement that is not incorporated shall not be binding on any of the parties.

6. DISBURSEMENTS

The initial disbursement amount and subsequent disbursement amounts set forth in Exhibit C, Section 2 shall be the only amounts to be paid to the Court by the Judicial Council under this Agreement, unless otherwise modified as provided for in Exhibit C and D.

END OF EXHIBIT

**EXHIBIT B
SPECIAL PROVISIONS**

1. **GOALS OF THE PROGRAM**

- A. As stated in Senate Bill 73, the Budget Act of 2019 (in section 0250-101-0001—For local assistance, Judicial Branch, Provision 3), the goals of this Pretrial Pilot Program are to:
- i. Increase the safe and efficient prearrestment and pretrial release of individuals booked into jail by expanding own recognizance and monitored release;
 - ii. Implement monitoring practices of those released prearrestment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and return to court;
 - iii. Expand the use and validation of pretrial risk assessment tools that make their factors, weights, and studies publicly available; and,
 - iv. Assess any disparate impact or bias that may result from the implementation of these projects in order to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.

2. **DEFINITIONS**

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **“Administrative Director”** refers to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- B. **“Amendment”** means a written document issued by the Judicial Council and signed by the Court that alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. **“Appropriation Year”** means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year.
- D. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, data and data analyses, and other information relating to the business of the Court and the business of the Judicial Council. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in

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breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

- E. The “**Contract**” or “**Contract Documents**” constitute the entire integrated Agreement between the Judicial Council and the Court, as further described on the cover page to this Agreement. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
- F. “**Contract Amount**” means the total amount of the funds encumbered under this Agreement for any reimbursement or disbursement by the Judicial Council to the Court for performance of the Work, in accordance with the Contract Documents.
- G. The “**Court**” refers to the Superior Court of California, County of Nevada, identified on the cover page of this Agreement as contracting with the Judicial Council.
- H. “**Data**” means all types of raw data, including but not limited to individual defendant demographic and criminal history data, and case level data.
- I. “**Data Analysis**” or “**Data Analyses**” means all work product derived from Data, including but not limited to analyses, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, evaluations, and other documentation.
- J. “**Data Extract**” means a complete set of the essential data elements and the technical data elements listed in Exhibit D, Attachment 1, for the prescribed period of time indicated in Table 2, *Deliverables*,” Year 1 and Year 2, “Period of Performance.”
- K. “**Day**” means calendar day, unless otherwise specified.
- L. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Court shall complete and deliver or submit to the Judicial Council for acceptance.
- M. “**Judicial Council Program Manager**” refers to the individual or authorized designee named in this Agreement who will be the primary Judicial Council contact person for this Agreement.
- N. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- O. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given to the other party by:

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- i. Depositing in the U.S. Mail (or nationally-recognized commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt;
 - ii. Hand-delivered to the other party's authorized representative, which shall be effective on the date of service; or
 - iii. Sent by electronic mail, which shall be effective upon the date of delivery.
- P. **"Pretrial Pilot Program" or "Program"** refers to all administrative activities of the Judicial Council in furtherance of pretrial pilot projects in the courts, in accordance with the requirements for data collection, analyses, reporting and other responsibilities of the Judicial Council as set forth in the Budget Act of 2019, together with the activities of each pretrial pilot project, as well as the Project and the Work.
- Q. **"Pretrial Pilot Project" or "Project"** refers to all activity relative to this Agreement that is the responsibility of the Court, including Work of the Court, its Subcontractors and justice system partners, pertaining to pretrial matters that address the detention or release of arrested individuals pending resolution of their criminal charges, as further set forth in *Exhibit D, Work to be Performed*.
- R. **"Pretrial risk assessment tool"** means an instrument used to measure the risks associated with release of an individual before resolution of the person's current criminal offense.
- S. **"Program Funds" or "Funds"** mean the amount available to the Court from the funding of the Pretrial Pilot Program for Fiscal Years 2019-2020 and 2020-2021. Funding authorization for the Pretrial Pilot Program is based on an appropriation to the Judicial Council in the Budget Act of 2019.
- T. **"Subcontractor"** means an individual, firm, partnership, public agency, or corporation having a contract, purchase order, or agreement with the Court, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term "Subcontractor" includes, at every level and/or tier, all subcontractors, subconsultants, suppliers, vendors and materialmen.
- U. **"Sufficient Progress Toward Monetary Spending and Budget Forecast"** means verification by the Court that at least 55% of the total of all Program Funds previously received by the Court from any and all disbursements of Program Funds has been encumbered and/or expended.
- V. **"Suspend Work Order"** means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Court to suspend all, or any part, of the Work of this Agreement, for the period set forth in the Suspend Work

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Order. The Suspend Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Suspend Work provision in this *Exhibit B*.

- W. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Court for the Judicial Council.
- X. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, public entity, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Court.
- Y. **“Validation”** means the process of using scientific research to measure the accuracy and reliability of the pretrial risk assessment tool in assessing the risk of a person failing to appear in court as required or the risk to public safety due to the commission of a new criminal offense if the person is released before resolution of the person’s current criminal offense.
- Z. **“Work” or “Work to be Performed” or “Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Court for the Project. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

3. MANNER OF PERFORMANCE OF WORK

The Court shall complete all Work specified in these Contract Documents as outlined in Exhibit D, Work To Be Performed (including Section 10, *Deliverables*) and in accordance with this Agreement.

4. TERMINATION OTHER THAN FOR CAUSE

In addition to termination for cause under *Exhibit A, Standard Provisions*, paragraph 2, the Judicial Council may terminate this Agreement for convenience, in whole or in part, at any time upon providing the Court written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Court shall promptly discontinue all Work affected unless the Notice specifies otherwise.

5. JUDICIAL COUNCIL'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The Judicial Council’s obligations under this Agreement are subject to the availability of authorized funds. Upon Notice to the Court, the Judicial Council may terminate the Agreement or any part of the Work, without prejudice to any right or remedy of the Judicial Council, if expected or actual funding to compensate the Court is withdrawn, reduced, limited, or reallocated.

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- B. Funding for this Agreement beyond the current Appropriation Year is conditional upon appropriation of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

6. SUSPEND WORK

- A. The Judicial Council may, at any time, issue a Suspend Work Order to require the Court to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Suspend Work Order is delivered to the Court, 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, the Court 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 the Court, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either:
 - i. Cancel the Suspend Work Order; or
 - ii. Terminate the Work covered by the Suspend Work Order, pursuant to termination provisions in this Agreement.
- B. If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Court shall resume Work. The Judicial Council shall make an equitable adjustment in the delivery schedule, if applicable.

7. DEFICIENT PERFORMANCE

- A. Should the Judicial Council find the Court or any of its Subcontractors to be deficient in any aspects of performance under this Agreement, the Court shall submit a proposed corrective action plan to 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 deficiencies. Should the Court fail to present a corrective action plan as required or take appropriate corrective action, the Judicial Council shall notify the Court in writing that this Agreement is terminated, in whole or in part.
- B. Court agrees to permitting Judicial Council, at its discretion, to enable modification of Contract Amount for reallocation as necessary, transfer of budgeted amounts from one fiscal year to another or transfer of unspent funds between courts depending on the Court's progress on meeting the scope and goals of the Program.
 - i. If Judicial Council determines that a court will be unable to spend its full funding allocation, Judicial Council may approve redistribution of the funds among pilot

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courts, approve awards to applicant courts not included in the initial awarding, or solicit additional proposals to ensure that all Program Funds are fully spent.

- C. Failure to meet the requirements set forth in *Exhibit D* may result in revocation of funding awarded by the Judicial Council to the Court.

8. AGREEMENT ADMINISTRATION/COMMUNICATION

- A. Overall, under this Agreement, the Judicial Council Program Manager may monitor and evaluate performance of the Work. The Judicial Council Program Manager for this Agreement is **Shelley Curran**. All requests and communications about the Work to be performed under this Agreement shall be made through the Judicial Council Program Manager. Any Notice from the Court to the Judicial Council shall be delivered to:

Judicial Council of California
Shelley Curran, Judicial Council Program Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688
OR
Email: Shelley.Curran@jud.ca.gov

The Judicial Council may update the Program Manager information above from time to time by providing Notice to the Court. An amendment to this Agreement is not necessary for the foregoing updates.

- B. Notice to the Court shall be delivered to:

Superior Court of California, County of Nevada
Jason Galkin, Court Executive Officer
Superior Court of California, County of Nevada
201 Church St, Nevada City, CA 95959
OR
Email: jason.galkin@nccourt.net

9. STANDARD OF PROFESSIONALISM

The Court shall conduct the Project and all Work consistent with professional standards for the industry and type of Work being performed under the Agreement.

10. ACCEPTANCE OF THE WORK

- A. The Judicial Council Program Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment disbursement, the Judicial Council Program Manager will apply the acceptance criteria set forth in subparagraph B of this

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provision, as appropriate, to determine the acceptability of the Work provided by the Court. Unsatisfactory ratings will be resolved as set forth in this provision.

B. Acceptance Criteria for Work ("Criteria") provided by the Court pursuant to this Agreement:

- i. Timeliness: The Work was delivered on time;
- ii. Completeness: The Work contained the Data, Deliverables, Materials, services and features required in the Contract;
- iii. Technical accuracy: The Work is accurate as measured against commonly accepted standards (for instance, a statistical formula, an industry standard, or de facto marketplace standard);
- iv. Compliance: The Work is in accordance with this Agreement and applicable laws, rules, regulations, and policies.

C. The Court shall provide the Work to the Judicial Council, in accordance with direction from the Judicial Council Program Manager. The Judicial Council shall accept the Work, provided the Court has delivered the Work in accordance with the Criteria. The Judicial Council Program Manager shall use the Acceptance and Sign-off Form, provided as *Attachment 1 of Exhibit E*, to notify the Court of the Work's acceptability.

D. If the Judicial Council rejects the Work provided, the Judicial Council Program Manager shall submit to the Court a written rejection using Attachment 1, Acceptance and Sign-off Form, describing in detail the failure of the Work as measured against the Criteria. If the Judicial Council rejects the Work, then the Court shall have a period of thirty (30) business days from receipt of the Notice of Rejection to correct the stated failure(s) to conform to the Criteria.

E. If the Judicial Council Program Manager requests further change, the Court shall meet with the Judicial Council Program Manager, within ten (10) business days of such request, to discuss changes for the final submission of the Work. The Court shall provide the Work within ten (10) business days after this meeting, at which time the Work will be accepted, or the question of its acceptability referred to the Administrative Director of the Judicial Council and a principal of the Court, as set forth in subparagraph F, below.

F. If agreement cannot be reached between the Judicial Council Program Manager and the Court on the Work's acceptability, a principal of the Court and the Administrative Director of the Judicial Council, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the Judicial Council, or its designee, and/or the Court fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the Judicial Council may reject the Work and will notify the Court in writing of such action and the reason(s) for so doing. Upon rejection of the

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Work, the Judicial Council may terminate this Agreement pursuant to the terms of *Standard Provisions*, paragraph 2, as set forth in *Exhibit A*.

11. CLOSE OUT PROCEDURES

Prior to the conclusion of the Agreement, the Court shall administer close out procedures for the Pretrial Pilot Project. Close out of the Pretrial Pilot Project shall include, but not be limited to, the Court completing all applicable administrative, financial and data reporting actions as required by this Agreement.

12. NON-DUPLICATION OF PRIOR-FUNDED EXPENDITURES

The Court certifies that neither the Court nor any Subcontractors have any ongoing or completed projects with the Judicial Council, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Court agrees that any pending or proposed request for other funds that would duplicate or overlap Work under this Agreement 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.

13. NO SUPPLANTATION

The Court certifies in good faith that, by signing this Agreement, 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 Court staff (including judges, district attorneys, public defenders, drug court coordinators, probation officers, treatment personnel or clerical staff). Funds provided pursuant to this Agreement may only be used for new or expanded services for which no funds have been previously identified.

14. ACCOUNTING SYSTEM REQUIREMENT

The Court shall establish and maintain an adequate system of accounting, financial records and internal controls to account accurately for funds received and disbursed in accordance with applicable federal and state requirements, the Trial Court Financial Policies and Procedures Manual, and the Judicial Branch Contracting Manual. The accounting system and financial records must reflect total Program cost, including Judicial Council funds and any other fund sources included under this Agreement.

15. RETENTION OF RECORDS

The Court shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Court is also obligated to protect adequately such Data against fire or other damage or loss.

16. RIGHT TO AUDIT

- A. The Court shall permit all records relating to the Work, the Project, performance, procedures, and billing to the Judicial Council under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of the Judicial Council.
- B. This Agreement is subject to examinations and audit by the State Auditor for a period of three years after the final disbursement under this Agreement. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

17. AUDIT COMPLIANCE

The Court shall accept responsibility for receiving, replying to, and/or complying with any audit findings or exceptions by appropriate state audit agencies that directly relate to the Work. A draft of any reply shall be reviewed by Judicial Council Audit Services prior to release to the applicable entity. A copy of the final reply shall be submitted to Judicial Council Audit Services.

18. LOBBYING

Amounts disbursed by the Judicial Council to the Court 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.

19. POLITICAL ACTIVITIES

The Court shall not contribute or make available funds disbursed under the Agreement to any political party or association, or the campaign of any candidate for public or party office. The Court shall not use funds awarded to the Court in advocating or opposing any ballot measure, initiative, or referendum. Finally, the Court and employees of the Court shall not identify the Judicial Council with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

20. CONFIDENTIALITY

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

21. LIMITATION ON PUBLICATION

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In any contract the Court may enter into with a Subcontractor for the Work, the Court shall include language that prohibits the Subcontractor from publishing or broadcasting any article, 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 within a Subcontractor's organization and/or between the Court and a given Subcontractor organization making reference to the above terms in quotations shall not require approval by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer.

22. DATA ANALYSES

The Judicial Council retains and owns all rights (including copyrights), title, and interest in and to any Data Analysis produced by the Judicial Council or its contractors. For any Data Analysis produced by the Court or Subcontractors, the Court grants to the Judicial Council 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.

23. CHANGES AND AMENDMENTS

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Judicial Council Program Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the Judicial Council reviews the request, a written decision shall be provided to the Court. Notwithstanding the foregoing, any changes or amendments to the Agreement shall be authorized via execution of an Amendment by both parties.

24. SUBCONTRACTING

- A. The Court shall remain fully responsible for the performance of Subcontractors, including all services and activities in connection with the Work. The Judicial Council shall not be responsible for any liability or damages arising out of the Work or Subcontractors' acts or omissions. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.
- B. The Court shall promptly provide the Judicial Council Program Manager with copies of any memoranda of understanding, subcontracts, purchase orders, or any other Project-related agreements (collectively, "Subcontractor Agreements"), and the Court shall not execute any Subcontractor Agreement whose terms conflict with the terms of this Agreement. The Court shall ensure that all Subcontractor Agreements comply with California law and any other applicable laws, rules, and regulations. In the event of a conflict between a Subcontractor Agreement and this Agreement, this Agreement shall control.

25. DATA SUBMISSION

The Court shall be solely responsible for ensuring that its Subcontractors and justice system partners submit to the Judicial Council the Data Extracts identified in Exhibit D, Attachment 1, according to the timeline identified in Exhibit D, Section 10.

26. INSURANCE REQUIREMENTS

The Court shall ensure that any Subcontractors maintain adequate insurance coverage, as set forth below:

- A. Subcontractors providing services to the Court shall maintain and show proof of adequate insurance coverage before beginning the Work of this Contract.
- B. Subcontractor insurance policies must be endorsed to include the Court as an additional insured. The Court must receive certificates of insurance from the Subcontractor, or verify coverage is current and on file with the Court, prior to the beginning of any Work.
- C. Subcontractors shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the Court. Examples of the types of insurance coverage generally maintained by reputable Subcontractors include, but are not limited to the following:
 - i. Workers Compensation.
 - ii. Employer's Liability.
 - iii. Commercial General Liability including property damage and bodily injury (provided, however, that if Subcontractor is a public entity, such Subcontractor is permitted to meet this requirement by maintaining a program of self-insurance that is sufficient in scope and amount to enable Subcontractor to pay in the ordinary course of business insurable claims, losses, and expenses, including insurable claims, losses, and expenses that arise out of Subcontractors' acts or omissions).
 - iv. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.
 - v. Professional Liability (errors and omissions/malpractice) – Required if a Subcontractor provides professional/design services (attorneys, consultants, architects, engineers, etc.).

27. CALIFORNIA LAW

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

28. SEVERABILITY

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

29. NO WAIVER

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

30. SIGNATURE AUTHORITY

The parties signing this Agreement certify that they have proper authorization to do so. Each party's representative who signs this Agreement has the authority to bind such party to this Agreement.

31. SURVIVAL

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

32. ENTIRE AGREEMENT

This Agreement, consisting of all documents set forth herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by both parties.

33. COMPLIANCE

Notwithstanding any provision to the contrary, both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and policies, including the Judicial Branch Contracting Manual. The Court shall comply with the Trial Court Financial Policies and Procedures Manual, and the State of California's Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller's Office, when the Court utilizes County administrative services. The Court shall be responsible for ensuring that Subcontractors are in compliance with this Agreement, and follow all applicable laws, rules, regulations, and policies.

34. MISCELLANEOUS

All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." This Agreement may be executed in counterparts, each of which is considered an original. The Court and the Judicial Council shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement.

END OF EXHIBIT

EXHIBIT C
PAYMENT PROVISIONS

1. **CONTRACTUAL AND REGULATORY COMPLIANCE**

- A. Funds allocated to the Project by this Agreement shall be used for the purposes established by the Budget Act and by this Agreement, and shall not be used for any other purpose.
- B. Funds may not be used to benefit any member of the Pretrial Reform and Operations Working Group or Judicial Council. This applies to those who were members as of August 9, 2019. Reimbursements for actual and necessary expenses incurred in the performance of official duties are permitted.
- C. Under no circumstances will an exception be allowed to provide a financial benefit to a member of one of the groups listed in the previous paragraph other than for the reimbursement for actual and necessary expenses incurred in the performance of official duties.

2. **CONTRACT AMOUNT**

- A. The total amount the Judicial Council may pay to the Court under this Agreement for performing the Work, set forth in *Exhibit D, Work to be Performed*, shall be the amount of **\$81,266.00** for the initial disbursement amount, then **\$35,493.00** for subsequent disbursement amounts in accordance with the Deliverable Schedule in *Exhibit D*, for the total Contract Amount as set forth in this *Exhibit C*.
- B. The Court shall not roll over or carry forward any remaining balance of the Contract Amount, after the Agreement expires or terminates. Within 60 days after termination or expiration of the Agreement, the Court will return to the Judicial Council any portion of the Contract Amount that has not been expended for the Project.

3. **PAYMENT**

- A. For performing the Work of this Agreement, the Judicial Council shall compensate the Court upon the completion of the Work and Acceptance of the Deliverables, as set forth in *Exhibit D, Work to be Performed*. The Judicial Council shall not be responsible for any fees, costs (including operational or administrative costs), expenses (including travel expenses), or overhead incurred by the Court or Third Parties in connection with the Work or the Project. Notwithstanding any provision to the contrary, payments to the Court are contingent on the Court's compliance with this Agreement.

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- B. The total amount that the Judicial Council may disburse to the Court, pursuant to this Agreement, shall not exceed **\$329,717.00**.

4. METHOD OF PAYMENT

- A. The Judicial Council will make payment in arrears after acceptance of the Work, including Court's properly completed Quarterly Progress Report and any required documentation. The Quarterly Progress Report shall clearly indicate the following information:
- i. The Court's name and remittance address, if different from the mailing address.
 - ii. The Court's contact person's name, telephone number, and e-mail address.
 - iii. The **FY 2019-2020** or **FY 2020-2021** Contract number.
- B. The Court shall submit the Quarterly Progress Reports to: pretrial@jud.ca.gov
- C. The Work shall be provided during **the period commencing on the Effective Date until December 31, 2021**.

5. OTHER EXPENSES

The Judicial Council shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement, and ineligible uses of award funds, as further set forth in Exhibit D.

6. TAXES

The Judicial Council is exempt from federal excise taxes and no payment will be made by the Judicial Council for any taxes levied on the Court's or any Subcontractor's employees' wages.

7. DISALLOWANCE

If the Court claims or receives payment from the Judicial Council for a service or reimbursement that is later disallowed by the Judicial Council, the Court shall promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request. At its option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Court under this Agreement or any other agreement.

8. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The disbursement of any payment by the Judicial Council shall in no way lessen the liability of the Court to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to *Exhibit D, Work to Be*

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Performed, shall be rejected and shall be replaced by the Court without delay.

END OF EXHIBIT

**EXHIBIT D
WORK TO BE PERFORMED**

1. PROJECT REQUIREMENTS

A. The Court is responsible for ensuring that the following Pretrial Pilot Project ("Project," as defined in Exhibit B) requirements are met:

- i. A pretrial risk assessment shall be conducted of all persons booked into and detained in actual jail custody and who are not otherwise released under existing release policies.
- ii. Assessment and release decisions shall be completed prior to arraignment for those who are eligible for release without a hearing.
- iii. Assessment information shall be provided to the Court prior to arraignment for those for whom a hearing is required.
- iv. Persons deemed ineligible for bail under Article I of the California Constitution shall not be assessed.
- v. 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.
- vi. Monitoring of those released prearraignment and pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court;
- vii. The Court's Project shall be implemented by the Court on a countywide basis. The Project shall be implemented in both Nevada and Sierra Counties. All individuals booked into Nevada County jail shall be assessed.

B. The Project's Requirements shall be fully operational by June 30, 2020.

2. GENERAL APPROVED USE OF AWARD FUNDS

A. The Court is responsible for the use of Program Funds for the Pretrial Pilot Project. Acceptable uses of Program Funds include the following:

- i. Salary and benefits for court employees necessary to meet the operational requirements;

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- ii. Technology costs to facilitate information exchanges and process automation between justice system partners. These costs may include software implementation and licensing; professional services for development, integration, data collection and cleaning, and other related professional services; necessary hardware including tablets, computers, servers, etc.
- iii. Court date reminder systems;
- iv. Registration fees for trainings and conferences, with proof of attendance, that are directly related to the Project;
- v. Equipment, defined as non-expendable items costing \$5,000 or above. Such items shall be clearly related to the Project objectives and directly contribute to Project activities;
- vi. Purchase, production, or reproduction of educational and training materials;
- vii. The Court's indirect costs, not to exceed 20%, calculated as a percentage of court employee salaries and benefits charged to this Project;
- viii. Costs of pretrial release support services given to program participants. Support may only be provided for transportation (bus, gas and other transportation passes) and emergency food support. Funds shall not be distributed as cash. The Court shall maintain both proof of purchase and proof of distribution to program participants. Court employees, Subcontractors, or anyone other than a program participant are prohibited from receiving support services;
- ix. Costs associated with collecting, maintaining and reporting required data, including computers, staffing and other costs; and
- x. Any other expenses directly related to the Project not listed herein, as properly budgeted and approved by the Judicial Council.
- xi. The Court may subcontract for Services, including but not limited to, electronic monitoring and ongoing supervision, assessments, job and educational training, residential or outpatient treatment for mental health or substance abuse/dependence, health screening, transitional/temporary housing, participant travel costs associated with treatment and court appearances, and drug testing, alcohol monitoring, and related supplies. The Court shall promptly provide a copy of all fully executed subcontracts to the Judicial Council.

3. INELIGIBLE USES OF AWARD FUNDS

A. Ineligible use of award funds, except in situations where prior written approval has been obtained from the Judicial Council Program Manager, include but are not limited to:

- i. No financial costs may be imposed on released persons for any required conditions or services of pretrial release monitoring;
- ii. Duplication of services that are already being provided by a justice system partner;
- iii. Food and/or drink of any kind including bottled water and related purified water dispensers (either by the Court and/or Subcontractor except as outlined in support services or associated with approved travel);
- iv. Gift cards, field trip passes, movie tickets, or other incentives;

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- v. Membership dues;
- vi. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by program participants;
- vii. Costs for fundraising, scholarships, tuition, stipend, contributions and donations, or non-incentive-related gifts;
- viii. Entertainment costs such as show tickets, sporting events, and/or any other events; and
- ix. Participant living expenses including food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

4. PROGRAM REQUIREMENTS

A. Project Management

The Project Management Team under this Agreement for the Nevada County Superior Court is as follows:

Table 1: Key Court Project Management Team Personnel

Name	Position/Title	Email Address
Heidelberger, Hon. Candace	Judge	candace.heidelberger@nccourt.net
Galkin, Jason	Court Executive Officer	jason.galkin@nccourt.net
Schlothauer, David	Court Information Technology Officer	david.schlothauer@nccourt.net
Clark, Tonya	Program Manager	Tonya.Clark@nccourt.net
Nardini-Hanson, Nancy	Accounting Contact	nancy.nardini-hanson@nccourt.net

The Court may update the Project Management Team information above from time to time by providing Notice to the Judicial Council. An amendment to this Agreement is not necessary for the foregoing updates.

B. Program Training

The Judicial Council will host meetings related to pretrial services. The Court and justice system partners are required to attend the Pretrial Justice Partner Institute, "PJPI", scheduled for **October 9-10, 2019**, in Oakland, and are required to attend an additional conference scheduled for the Fall of 2020. The Court may use Program funding for expenses associated with attendance.

5. PROJECT SCHEDULE

The Court shall provide the Judicial Council a Project Implementation Plan and Timeline by January 15, 2020. See, *Deliverables*, Year 1, number 3.

The Court is required to complete the Project no later than December 31, 2021 (the "Project End Date"). If additional time is needed to complete a Deliverable, the Court shall submit a written request for an extension of time to the Judicial Council Program Manager with a detailed explanation of the any extenuating circumstances. Extension of the final Deliverable deadline is not permitted.

6. REPORTING AND TRACKING

A. *Quarterly Progress Reports (QPR)*: The Court shall submit quarterly reports that summarize funding-related activities and provide other information. Reports are due in accordance with Exhibit D. The report must include progress toward goals and objectives, program achievements and challenges, and changes to key staff or procedures. The report must also include measurable outcomes, as identified in Section 10 of Exhibit D.

B. *Fiscal Tracking*: The Court shall track, account for, and report on all expenditures related to the Project separately from all other expenditures by using the WBS code in the Phoenix system. The Court may use additional funding sources in conjunction with the funding provided under this Agreement to complete the Project; however, the Court must retain the ability to separately track and specifically report on the application and use of the funds provided under this Agreement through the consistent use of designated WBS code, and must abide by the "no supplantation" provision (Exhibit B.13) (See also, Exhibit B, Section 13.)

C. *Final Report*: The Court shall submit a final report to the Judicial Council by **October 21, 2021**, the Project End Date, or termination date, whichever occurs first. This report shall itemize how funds were spent; provide final measurable outcomes information; describe what was accomplished, including the receipt of any products or services delivered by consultants; and offer advice to other courts that might seek to replicate the Project. The Judicial Council may require the Court to produce the *Final Report* in a specific format and provide additional information to be contained within the *Final Report*. If the *Final Report* is to be produced within 60 days of a *Quarterly Progress Report*, the requirement to produce the relevant *Quarterly Progress Report* may be modified by the Judicial Council.

D. *Data Collection Plan*: Data Extracts shall be submitted by the Court and, as appropriate, by each justice system partner agency, in CSV or other standard machine-readable format with appropriate data labels and transmitted by a secure file transfer method to the Judicial Council, unless otherwise specified by the Judicial Council. The Court shall be responsible for ensuring that the Data extracts are submitted by the Court and by each justice system partner agency unless otherwise specified by the Judicial Council.

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- E. *Supporting Documentation*: The Court 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 Judicial Council or its designee, as requested.
- F. *Failure to Report*: Failure to provide a *Quarterly Progress Report* or *Final Report* that is acceptable to the Judicial Council may result, at the Judicial Council's discretion, in a delay of payment under this Agreement or termination of this Agreement.

7. DATA STORAGE

The Judicial Council and the Court shall store all Data from the Court and its justice system partners on a secure server and shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of Data.

8. DATA ACCESS AND USE

- A. The Judicial Council shall access and use Data submitted by the Court and its justice system partners 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 under this Agreement and its official duties, as permitted by law.
- B. In the event that this Agreement expires or terminates, the Judicial Council shall be permitted, in accordance with law, to access, use, and disclose Data previously submitted by the Court.
- C. Upon discovery or reasonable belief of any data breach, the Judicial Council or the Court shall promptly notify the other party. A "data breach" means any access, destruction, loss, theft, use, modification or disclosure by an unauthorized Third Party of confidential or personal Data in the possession of the Judicial Council or the Court. The notification shall identify (i) the nature of the data breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what the Judicial Council or the Court has done or will do to mitigate the data breach; (v) what corrective action the Judicial Council or the Court has taken or will take to prevent future data breaches.

9. MEASURABLE OUTCOMES

- A. The Court is responsible: for ensuring that the Project is fully operational and fulfilling all Project Requirements, as set forth in Exhibit D.2., by June 30, 2020.
- B. The Court, its Subcontractors and justice system partners shall submit Data Extracts for this Project, as identified in Exhibit D, Attachment 1, to the Judicial Council according to the timeline in Section 10 of Exhibit D, as required by the Council to measure the outcomes of the Project. The Court shall be responsible for ensuring that the Data Extracts are submitted

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by the Court and by each Subcontractor and justice system partner, unless otherwise specified by the Judicial Council.

- C. The required Data Extract shall include individual and case level data for all individuals booked into county jail during each reporting period. The Court and its justice system partners shall submit “Essential data elements” (as set forth in Exhibit D, Attachment 1) and a sufficient number of “Technical data elements” (as set forth in Exhibit D, Attachment 1) to enable the Judicial Council to perform data linkage.
 - i. The data elements requested for each agency are listed in Attachment 1.
 - ii. At a minimum, the Court and its justice system partner agencies shall provide all of the “essential data elements” and a sufficient number of “technical data elements” to enable the Judicial Council to perform data linkage.
 - iii. The Court and its justice system partner agencies shall provide “Supplementary data elements” as available.
- D. Historical data from January 2015 to June 2019 shall be provided to the Judicial Council by the Court and by each justice system partner agency. The historical data shall include, at a minimum, all of the “Essential data elements” and a sufficient number of “Technical data elements,” (as set forth in Exhibit D, Attachment 1) to enable the Judicial Council to perform data linkage. The “Supplementary data elements” must be provided, as available. The Judicial Council will work with agencies to determine an acceptable subset of data if complete historical data is unavailable.
- E. *Failure to Provide Information:* The required reporting detailed in this section is vital to the success of the Pretrial Pilot Program. Therefore, failure to provide any and all of the required reports, Project Implementation Plan and Timeline, and Data Extracts, as set forth in paragraph 10 of Exhibit D, “Deliverables,” in a form that is acceptable to the Judicial Council may result, at the Judicial Council’s discretion, in a delay of payment under this Agreement or termination of this Agreement.
- F. *Sufficient Progress Towards Budget Forecasting:* Progress towards monetary spending and budget forecasts shall be monitored and assessed by Judicial Council staff on a regular basis. The Court must show adequate and sufficient progress in meeting their budgetary spending as set forth in Exhibit E, Attachment 3. In the event of the insufficient progress, the Judicial Council retains the right to reduce the contract amount and redistribute funds to other courts that have applied for Program funding.

10. DELIVERABLES

- A. The Court shall provide the Work (including the Deliverables) in accordance with the following tables:

Table 2: Deliverables - Year-1

No.	Description	Period of Performance	Due Date	Amount per Deliverable not to exceed:
1	<ul style="list-style-type: none"> Historical Data Extract Jan 2015—June 2019 		Upon Execution of Contract	\$81,266.00
2	<ul style="list-style-type: none"> Quarterly Progress Report (QPR) Data Extract 	FY1 - Q1 July -Sept. 2019	October 15, 2019	\$35,493.00
3	<ul style="list-style-type: none"> Quarterly Progress Report Data Extract Project Implementation Plan and Timeline Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY1 - Q2 Oct.-Dec. 2019	January 15, 2020	\$35,493.00
4	<ul style="list-style-type: none"> Quarterly Progress Report Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY1 - Q3 Jan-March 2020	April 15, 2020	\$35,493.00
5	<ul style="list-style-type: none"> Quarterly Progress Report Data Extract Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY1 - Q4 April -June 2020 Data Collection Report Period Jan-June 2020	July 15, 2020	\$35,493.00

Table 3: Deliverables - Year-2

No.	Description	Period of Performance	Due Date	Amount per Deliverable not to exceed:
6	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Data Extract ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY2 - Q1 July -Sept. 2020	October 15, 2020	\$35,493.00
7	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Data Extract ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY2 - Q2 Oct.-Dec. 2020	January 15, 2021	\$35,493.00
8	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Sufficient Progress Toward Monetary Spending and Budget Forecast 	FY2 - Q3 Jan-March 2021	April 15, 2021	*\$35,493.00
9	<ul style="list-style-type: none"> ▪ Quarterly Progress Report ▪ Data Extract 	FY2 – Q4 April -June 2021 Data Collection report Jan-June 2021	July 15, 2021	N/A
10	Post-Program Final Narrative Report		October 15, 2021	N/A
11	Final Data Extract	July-December 2021	January 15, 2022	N/A

*Final Financial Disbursement – will incorporate funds from FY2-Q4

11. COURT RESPONSIBILITIES

A. The Court Program Manager shall have the following responsibilities under this Contract:

- i. Is accountable for the end results and for day-to-day Project management;
- ii. Serves as the Court's primary contact;
- iii. Serves as liaison and coordinates collaboration with Subcontractors and local justice system partners including data collection and reporting to the Judicial Council;
- iv. Works closely with Judicial Council Program Manager;
- v. Provides on-going status reports to Judicial Council Program Manager;
- vi. Manages, prepares, and refines the Contract's end results;
- vii. Proactively assists with resolution of issues with any aspect of the Work;
- viii. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;

Contract No. 46553 with Superior Court of California, County of Nevada

- ix. Works with Judicial Council Program Manager to manage and coordinate Work and Project knowledge transfer;
- x. Manages the Project budget within constraints of Work requirements; and
- xi. Attends annual conferences sponsored by the Judicial Council related to pretrial education and administration.

12. AUTHORITY AND APPROVAL

The Court is not authorized to make final and binding decisions or approvals on behalf of the Judicial Council. As required in this Agreement, the Court must obtain the necessary approvals from the Judicial Council Program Manager as may be required.

END OF EXHIBIT

Attachment 1 Pretrial Pilot Program Data elements Inventory

Below is a comprehensive list of data elements requested. Pilots do NOT need to provide all data elements requested, but applicants will be evaluated on data availability. Judicial Council staff will provide data collection technical assistance, data collection tools, reporting templates and will work with funded projects to ensure that data can be collected and reported to the Judicial Council.

Essential Elements - are necessary to accurately measure the goals of the pretrial pilot program.

Technical Elements for Data Linking - Please indicate which of the listed elements your case management captures. Judicial Council Research and Information Technology staff will work with you to determine the most efficient way to integrate data among justice partners and the Judicial Council.

Supplementary Elements - are desired, but do not need to be created if not currently captured in the respective partner's case management system.

Court Data Elements Requested from Court Case Management System

Essential Elements for Data	Definition
Court_Case_ID	Court Case Identification Number Used to Match Cases (i.e., case number, docket number, court case)
Secondary_Identification	One Additional Unique ID Match from the Technical Elements Below Including: Name, Local_ID, FBI, CII, or CDL_ID
Hearing_FTA	Did Defendant Miss Court Appearance? (e.g., yes, no, 1, 0)
FTA_Dates	Dates of hearings missed by defendant
FTA_Bench_Warrant	Bench Warrant Issued, excluding stayed orders (e.g., yes, no, 1, 0)
Warrant_Date	Date Bench Warrant Issued
Disposition_Outcome	Disposition Result for Each Charge (e.g., dismissal, charge dropped, pled nolo contendere, guilty, not guilty)
Disposition_Event_Date_Time	Disposition Event Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Final_Case_Disposition_Date	Date of Final Case Disposition

Sentence_Type	Sentencing Result for Each Charge <i>(e.g., CDCR, jail, jail and probation, probation, other)</i>
Sentence_Date_Time	Sentence Date (and time if available) YYYY-MM-DD HH:MM:SS Zone

Court Data Elements Requested from Court Case Management System

Technical Elements for Data Linking	Definition
CII	Defendant's Criminal Identification and Information <i>(if collected)</i>
FBI	Defender's FBI Number <i>(if collected)</i>
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID
CDL_ID	California Driver's License Number/California ID Number
Name	First and last names
DOB	Defendant's Date of Birth MMDDYYYY
Sex	Defendant's Sex
Race	Defendant's Race and/or Ethnicity
Arrest_Date_and_Time	Arrest date and time <i>(if collected)</i>
Booking_Number	Booking Number <i>(if collected)</i>
Supplementary Elements for Data	Definition
File_Date_Time	File Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Case_Status	Status of Case YYYY-MM-DD HH:MM:SS Zone
Case_Status_Date	Case Status Date YYYY-MM-DD HH:MM:SS Zone
Filing Charge	Charge Code and Code Section (Note: If this data is held as two fields, please include Charge_Code and ChargeCode.CodeSection)

Contract No. 46553 with Superior Court of California, County of Nevada

Charge_Level	Type of Charge (e.g., misdemeanor, felony, violation)
Charge_Description	Description of Charge (i.e., character string description)
Hearing_Type	Hearing Type, excluding En Camera and Ex Parte (e.g., arraignment, trial)
Hearing_Date_Time	Hearing Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Plea_Type	Plea Status for Each Charge (e.g., pled nolo contendere, guilty, not guilty)
Plea_Date_Time	Plea Date for Each Charge (and time if available) YYYY-MM-DD HH:MM:SS Zone
Sentence_Location	Place to Carry Out Sentence (e.g. LA County Jail, CDCR)
Sentence_Term	Length of Sentence (e.g., 105 days)
Date_Risk_Assessment_Report	Date Risk Assessment Report Filed with the Court YYYY-MM-DD HH:MM:SS Zone

Data Elements Requested from Probation

Essential Elements for Data	Definition
Tool_Name	Pretrial tool being used
Assessment_Date_Time	Assessment Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Client_Zip_Code	Zip Code of Pretrial Program Participant
Tool_Responses	Responses to tool questions based on tool used <i>Based on specific tool in use.</i>
Score(s)	Score (e.g. high, 9, enhanced, etc)
Release_Recommendation	Recommendation for pretrial release type <i>OR, Detain, OR-Conditions</i>

Contract No. 46553 with Superior Court of California, County of Nevada

Release_Authorization	Who authorized pretrial release? <i>Sheriff, magistrate, pre-trial services, judge</i>
Release_Type	Type of pretrial release <i>OR, Detain, OR-Conditions</i>
Release_Date_Time	Pretrial Release Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
Pretrial_Terms_and_Conditions	Pretrial Monitoring Terms and Conditions <i>(e.g. ankle monitor, phone call check-ins, etc)</i>
Violation_of_PTR	Any violations of pretrial release Terms and Conditions <i>failed to call in, etc</i>
PTR_Violation_Date_Time	Condition Violation Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>
Court_Date_Reminder	Client reminded of court date? <i>Yes, No</i>
Other_Pretial_Service	What service was offered to those released? <i>Bus Pass, Counseling Services, etc.</i>
Termination_Outcome	Reason/Outcome of Pretrial Services Terminations <i>sentenced, remand, charges dropped, etc</i>
Termination_Date	Pretrial Services Termination Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>

Data Elements Requested from Probation

Technical Elements for Data	Definition
CII	Defendant's Criminal Identification and Information Number <i>(if collected)</i>
FBI	Defender's FBI Number <i>(if collected)</i>
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID <i>(e.g., probationID)</i>
CDL_ID	California Driver's License Number/California ID Number

Contract No. 46553 with Superior Court of California, County of Nevada

Name	First and last names
DOB	Defendant's Date of Birth MMDDYYYY
Sex	Defendant's Sex
Race	Defendant's Race and/or Ethnicity

Data Elements Requested from Jail Information Management System

Essential Elements for Data Analysis	Definition
CII	Offender's Criminal Identification and Information
Name	First and last names
DOB	Offender's Date of Birth MMDDYYYY
Arrest_Date_and_Time	Arrest date and time YYYY-MM-DD HH:MM:SS Zone
Booking_Number	Booking Number
Booking_Date_Time	Booking Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Booking_Type	Type of Jail Booking (i.e., on view, street, warrant, commitment, probation violation)
Court_Case_ID	Court Case Identification Numbers for all associated (i.e., case number, docket number, court case)
Charge	Booking Charge Code and Code Section (Note: If data is held as two fields, please include Charge_Code and Charge_Section Variables)
Charge_Level	Type of Charge (e.g., misdemeanor, felony, violation)
Physical_Release_Date	Release Date From Custody (and time if available) YYYY-MM-DD HH:MM:SS Zone

Physical_Release_Type	Type of Release (e.g. time served, bail, OR, cite and release, transferred, pretrial supervision, probation, detention only, etc.)
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Data Elements Requested from Jail Information Management System

Technical Elements for Data Linking	Definition
CII	Defendant's Criminal Identification and Information (if collected)
FBI	Defender's FBI Number (if collected)
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID
CDL_ID	California Driver's License Number/California ID Number
Name	First and last names
DOB	Defendant's Date of Birth MMDDYYYY
Sex	Defendant's Sex
Race	Defendant's Race and/or Ethnicity

Supplementary Elements for Data Analysis	Definition
Bail_Amount	Bail Amount by Charge (if available)
Conviction_Date	Conviction Date (and time if available) YYYY-MM-DD HH:MM:SS Zone
Conviction_Charge	Conviction Charge Code and Code Section (Note: If this data is held as two fields, please include Conviction_Code and Conviction_Section Variables)
Employment_Status	Offender's Employment Status (if collected)

END OF ATTACHMENT

EXHIBIT E
CHARTS AND FORMS

1. Attached to this *Exhibit E* are the following forms:

Attachment 1, Acceptance and Sign-off Form

Attachment 2, Quarterly Progress Report Template

Attachment 3, Budget Summary

2. The following form incorporated by reference, *Pretrial Pilot Program Quarterly Progress Report*, may also be requested from the Judicial Council by sending an email to pretrial@jud.ca.gov and/or the Judicial Council Program Manager.

END OF EXHIBIT

Attachment 1, Acceptance and Sign-off Form

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the JBE: _____

The Services or Deliverables are:

1) Submitted on time: ☐ yes ☐ no. If no, please note length of delay and reasons.

2) Complete: ☐ yes ☐ no. If no, please identify incomplete aspects of the Services or Deliverables.

3) Technically accurate: ☐ yes ☐ no. If no, please note corrections required.

Please note level of satisfaction:

☐ Poor ☐ Fair ☐ Good ☐ Very Good ☐ Excellent

Comments, if any:

☐ The Services or Deliverables listed above are accepted.

☐ The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

Attachment 2, Quarterly Progress Report Template

Pretrial Pilot Program Quarterly Progress Reports must summarize pretrial-related activities, including progress towards goals and objectives, program achievements and challenges, collaboration with justice system and other local partners, and changes to key staff or procedures.

Contract No.: ►					Date Report Prepared: ►		/ / (MM/DD/YYYY)	
Relevant Fiscal Year Quarter: ►	1 st Qtr. (FY 2019-20)	<input type="checkbox"/>	2 nd Qtr. (FY 2019-20)	<input type="checkbox"/>	3 rd Qtr. (FY 2019-20)	<input type="checkbox"/>	4 th Qtr. (FY 2019-20)	<input type="checkbox"/>
	1 st Qtr. (FY 2020-21)	<input type="checkbox"/>	2 nd Qtr. (FY 2020-21)	<input type="checkbox"/>	3 rd Qtr. (FY 2020-21)	<input type="checkbox"/>	4 th Qtr. (FY 2020-21)	<input type="checkbox"/>
Court Name: ►								
Contact Information for Person Completing this Form:	Name, Email, Phone Number:							
Final Report:	<input type="checkbox"/> Yes <input type="checkbox"/> No							
Please provide the following information: ▼								
1. Project activities during the reporting period: (include progress towards goals and objectives, program achievements, Project Management Team meetings, changes to key staff, etc.): ▼								
2. Any significant challenges or problems that developed and how they were or will be addressed (any changes to procedures, changes to the project plan, remaining issues, successful outcomes, etc.): ▼								

Year 1 & 2 (August)

Indirect Costs	
Consultants/Contractors	
Other Costs	

Page 2 of 2

**Exhibit E, Attachment 3
Pretrial Pilot Program
Budget Summary**

Year 1 & 2 (August 9, 2019 to June 30, 2021)

**Nevada-
Sierra**

	Year 1	Year 2	Total
	August 9, 2019 to June 30, 2020 Budget	July 1, 2020 to June 30, 2021 Budget	
Salaries	\$4,528.19	\$6,050.77	\$10,578.96
Benefits	-	-	-
S & B	\$4,528.19	\$6,050.77	\$10,578.96
Travel	\$7,936.67	\$5,518.67	\$13,455.34
Equipment	-	-	-
Supplies	-	-	-
Other Costs	-	-	-
Consultants/Contractors	\$177,976.71	\$128,237.36	\$306,214.07
Indirect Costs	-	-	-
TOTAL	\$190,441.57	\$139,274.70	\$329,716.27

END OF ATTACHMENT

**Pretrial Pilot Program
Cost Proposal and Narrative/ Justification
Year 1 August 1, 2019 to June 30, 2020)**

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
Director of Operations	$9886.88 \times 1 \times 0.05$	\$494.34
	$10,084.62 \times 8 \times 0.05$	\$4033.85
		\$
		\$
		\$
		\$
		\$
		\$
Personnel Total		\$4,528.19

B. Fringe Benefits (list the benefit percent below)

Name/Position	Total Benefit Rate %	Cost
		\$
		\$
		\$
		\$
		\$
		\$
Benefits Total		\$

Personnel & Fringe Benefits Total \$4,528.19

OPERATING EXPENSES

C. Travel (Include location, number of travelers, hotel, meals, transportation, etc.)

Purpose of Travel	Computation	Cost
Pretrial Justice Practice Institute 2019 - Nevada County	7 participants (2 night hotel \$140/night, per diem \$46/day, mileage (135) \$.58/mile)	\$4022.67
Pretrial Justice Practice Institute 2019 - Sierra County	6 participants (2 night hotel \$140/night, per diem \$46/day, mileage (202) \$.58/mile)	\$3,914.00
		\$
		\$
		\$
		\$
Travel Total		\$7,936.67

D. Equipment (non-expendable)

Item Description	Computation	Cost
		\$
		\$
Equipment Total		\$

E. Supplies (expendable items such as office supplies, training materials, etc)

Item Description	Computation	Cost
Supplies Total		

F. Other Costs (necessary project costs not included above)

Item Description	Computation	Cost
		\$
		\$
		\$
		\$
Other Costs Total		\$

Operating Expense Total		\$7,936.67
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CONSULTANTS/CONTRACTORS

G. Consultants/Contractors

Consultant/Contractors (Name/Agency)	Services Provided	Cost Breakdown of Service	Cost
Nevada County Probation	Probation Assistant - .5 FTE	\$4964.78 x 9 x .5FTE (\$22,341.51) + 8.3% Benefits (\$1,854.35)	\$24,195.86
Nevada County Probation	Probation Assistant - .5 FTE	\$4964.78 x 9 x .5FTE (\$22,341.51) + 8.3% Benefits (\$1,854.35)	\$24,195.86
Nevada County Probation	Prob. Assistant office equipment set-ups	2 employees at \$2,380 for computers, monitors, phones, etc.	\$4,760.00
Nevada County Probation	Cell phone service for Probation Assistants	\$50 per month per phone	\$900.00
Nevada County Probation	Bus Passes	monthly passes (\$45/month) for 15 clients per month	\$8,100.00
Nevada County Probation	Drug Tests	1,000 tests per year at \$5 per test kit	\$5,000.00
Nevada County Probation	STOP, LLC - Electronic Monitoring	5 clients per day at \$4/day	\$7,300
Nevada County Probation	Uptrust - Court Date Reminders	\$20,000 install plus \$1,050 per year	\$21,050
Nevada County Probation	Automon - CE Pretrial Case Management Module	\$1,500 install plus \$20,000 per year	\$21,500
Nevada County Probation	Automon - Pretrial Data Extraction	\$10,000 per year	\$10,000
Nevada County Probation	Justice System Partners - Technical Assistance	one-time contract rate	\$35,000
Nevada County Probation	Uptrust - Court Date Reminders – Sierra County	\$20,000 install plus \$1,050 per year	\$21,050

Consultants Total	\$183,051.72
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INDIRECT COSTS

H. Indirect Costs (JCC approved indirect cost rate up to 20% allowable)

Description	Computation (% X Personnel & Fringe Benefits Total)	Cost
		\$
		\$
		\$

Indirect Costs Total	\$
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Year One Total	\$195,516.58
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**Pretrial Pilot Program
Cost Proposal and Narrative/ Justification**

Year 2 (July 1, 2020 to June 30, 2021)

I. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
Director of Operations	10,084.62 x 12 x 0.05	\$6050.77
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Personnel Total		\$6050.77

J. Fringe Benefits (list the benefit percent below)

Name/Position	Total Benefit Rate %	Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Benefits Total		\$
Personnel & Fringe Benefits Total		\$

OPERATING EXPENSES

K. Travel (Include location, number of travelers, hotel, meals, transportation, etc.)

Purpose of Travel	Computation	Cost
Pretrial Justice Follow-up Training 2020 - Nevada County	7 participants (1 night hotel \$140/night, per diem \$46/day, mileage (135) \$.58/mile)	\$2,720.67
Pretrial Justice Follow-up Training 2020 - Sierra County	6 participants (1 night hotel \$140/night, per diem \$46/day, mileage (202) \$.58/mile)	\$2,798.00
		\$
		\$
		\$
		\$
Travel Total		\$5,518.67

L. Equipment (non-expendable)

Item Description	Computation	Cost
		\$
		\$
		\$
Equipment Total		\$

M. Supplies (expendable items such as office supplies, training materials, etc)

Item Description	Computation	Cost
		\$
		\$
		\$
		\$
Supplies Total		\$

N. Other Costs (necessary project costs not included above)

Item Description	Computation	Cost
		\$
		\$
		\$
		\$
Other Costs Total		\$

Operating Expense Total	\$5,518.67
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CONSULTANTS/CONTRACTORS

O. Consultants/Contractors

Consultant/Contractors (Name/Agency)	Services Provided	Cost Breakdown of Service	Cost
Nevada County Probation	Probation Assistant - .5 FTE	\$4964.78 x 12 x.5FTE (\$29,788.68) + 8.3% Benefits (\$2,480)	\$32,268.68
Nevada County Probation	Probation Assistant - .5 FTE	\$4964.78 x 12 x.5FTE (\$29,788.68) + 8.3% Benefits (\$2,480)	\$32,268.68
Nevada County Probation	Cell phone service for Probation Assistants	\$50 per month per phone	\$1,200.00
Nevada County Probation	Bus Passes	monthly passes (\$45/month) for 15 clients per month	\$8,100.00
Nevada County Probation	Drug Tests	1,000 tests per year at \$5 per test kit	\$5,000.00
Nevada County Probation	STOP, LLC - Electronic Monitoring	5 clients per day at \$4/day	\$7,300
Nevada County Probation	Uptrust - Court Date Reminders – Nevada County	\$1,050 per year	\$1,050
Nevada County Probation	Automon - CE Pretrial Case Management Module	\$20,000 per year	\$20,000
Nevada County Probation	Automon - Pretrial Data Extraction	\$10,000 per year	\$10,000
Nevada County Probation	Uptrust - Court Date Reminders – Sierra County	\$1,050 per year	\$1,050
Nevada County Probation	Justice System Partners – External Audit and Quality assurance	one-time contract rate	\$10,000

Consultants Total	\$128,237.36
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INDIRECT COSTS

P. Indirect Costs (Use JCC approved indirect cost rate; up to 20% allowable)

Description	Computation (% X Personnel & Fringe Benefits Total)	Cost
		\$
		\$
		\$

Indirect Costs Total	\$
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Year Two Total	\$138,806.80
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BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

Approximately five per cent time for the Court's Director of Operations to provide coordination and oversight responsibilities. The Court will retain responsibility for benefits costs and overhead. Reimbursement budget is based strictly on salary multiplied times percentage of FTE.

Travel

Travel expenses for Nevada and Sierra County staff to attend the Pretrial Justice Practice Institute in October of 2019 as well as the additional one-day training in the fall of 2020 as outlined in the request for applications. Travel rates set pursuant to Judicial Council's travel reimbursement guidelines.

Equipment

None

Supplies

None

Other Operating Costs

None

Consultants/Contracts

Nevada County Probation:

- Two Probation Assistants will be hired to work 20 hours per week as pretrial services officers. This will allow for 7-day per week coverage and allow for pre-arraignment assessments and releases. One Probation Assistant would work 8 hours on Thursday and Friday and 4 hours on Saturday. The other Probation Assistant would be working 4 hours on Sunday and 8 hours on Monday and Tuesday. Wednesday would be covered by existing staff. The cost calculations above are inclusive of all salaries and benefits.
- The purchase of office equipment for two new staff including laptop computers (\$1,840), monitors (\$340) and phones (\$200). Providing the officers with laptops will allow them to be more mobile and work out of both the jail for

assessing clients and the field/office for meeting clients once released.

- Cell phone monthly plan costs for Probation Assistants for communication with both pretrial release clients and other justice agency partners. Have the ability to text clients to remind them of appointments and contact on-call judicial officers is critical to ensure swift and accurate release decisions. Also, the pretrial service officers will not always be in the same location, so being able to communicate while being mobile is critical to the success of the program.
- Monthly bus passes to address transportation needs of pretrial clients in Nevada County. Transportation is a barrier in rural counties. Removing this barrier is key to the success of pretrial clients. It is critical that they have transportation to court and other appointments associated with going through the justice system process.
- Drug testing to be used as a condition of release when appropriate based on risk assessment and pursuant to the pretrial release conditions matrix. Although not a standard condition for pretrial release, drug use has been identified as one of the greatest needs by our needs assessment. Also, the majority of our violation behavior is relative to drug use. Drug testing will only be used when it is felt that it will assist in the pretrial client in remain crime free and assist in appearing for court.
- Incentives / rewards for meeting program expectations. A variety of incentives will be purchased to recognize and reward positive behavior. With all supervised populations in both counties a strength based approach is utilized to increase compliance.
- S.T.O.P. - electronic monitoring services to be used as a condition of release when appropriate based on risk assessment and pursuant to the pretrial release conditions matrix. This will only be used when it is felt that it will assist in the pretrial client in remain crime free and assist in appearing for court.
- Uptrust – the implementation of a system in both Nevada and Sierra County to send court date reminders will assist in reducing the FTA rate by sending automated reminders (via text and call) to those released on pretrial. Uptrust uses text messages to communicate with defendants which is more effective than calls from anonymous numbers or mailed reminders that don't reach the recipient. Uptrust seamlessly connects our case management system to ensure that clients are reminded of their court dates and times. Uptrust is two-way in nature, providing an opportunity for low-income defendants to be connected with pretrial services officers or other justice partners to ask questions or voice concerns. The system is dynamic and tailors its messages and referrals based on defendant needs.
- Automon CE Pretrial – This includes adding a pretrial module to Nevada County Probation's current case management system. Ce Pretrial is a SaaS case and data management system designed specifically for Pretrial Services agencies to efficiently and effectively manage all phases of Pretrial. With a focus on providing tools to effectively measure and manage risk, Ce Pretrial leverages today's most modern technologies and a high level of configuration to reflect industry best practices married closely with local policies and procedures. With the ability to automate any Pretrial Risk Assessment, Ce Pretrial CJIS-compliant solution simplifies the investigation and intake process, provides comprehensive document management and helps improve positive outcomes. Ce Pretrial also provides standard metrics to reflect key measurements as defined in the 2011 Measuring What Matters Pretrial case study. Additionally, Ce Pretrial provides a customizable data analysis feature, allowing each user to define and visualize important data measurements to support daily operations or for more detailed Grant funding initiatives.

- Automon Data Extraction – This is for the potential need to establish historical and/or future data extraction needs to the probation case management system relative to pretrial services. Although we have robust data management and extraction capabilities, if we encounter data elements, particularly historical data that might be more problematic, Probation's case management software provider might need to be contracted with to assist in this endeavor.
- Justice System Partners (JSP) -technical assistance provider will be contracted to conduct an audit on both the data collection and programmatic features of the program (assessing the program, reviewing policies, supervision/monitoring standards, etc.). JSP is a leader in providing strategic support for pretrial initiatives. They have provided pretrial technical assistance at both the local and national level. They use data, research, and analytics to enhance public safety and help systems operate fairly and cost-effectively. JSP delivers technical expertise, training, and data support to jurisdictions implementing pretrial reform. JSP brings extensive experience implementing data-driven policies and practices in public safety systems and building the capacity of local jurisdictions to maintain fidelity over time.

Indirect Costs

None

JUDICIAL COUNCIL OF CALIFORNIA

NOTICE OF INTENT TO APPLY

FOR PRETRIAL PILOT PROGRAM FUNDING

Superior Court of California, County of Nevada

Please return this document by e-mail to: pretrial@jud.ca.gov

PLEASE RETURN BY: Friday, June 7, 2019 by 5:00 p.m.

This is to inform you, that the Superior Court of California, County of **Nevada** ("Court"), intends to apply for funding under the Pretrial Pilot Program and will partner with the **Nevada** County Probation Department.

We understand that the parameters of the program and level of funding will remain uncertain until the final budget is approved by the Legislature and signed by the Governor in late June.

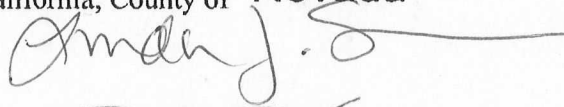
The Court Project Manager for purposes of this funding request is expected to be: [name and contact info]

Jason B. Galkin, Court Executive Officer, jason.galkin@nccourt.net, 530-265-1311

Sincerely,

Superior Court of California, County of **Nevada**

Linda J. Sloven



Presiding Judge

Jason B. Galkin



Court Executive Officer

Michael N. Ertola

Chief Probation Officer

Person completing this form:

Contact Name: Jason B. Galkin

Title: Court Executive Officer

Telephone Number: (530) 265-1311

E-mail: jason.galkin@nccourt.net

Mandatory Justice System Partner Interviews

Every pilot program applicant must attend a 30-40-minute video-conference call with the Chair of the Pretrial Reform and Operation Workgroup (PROW) and Judicial Council staff. The purpose of the individualized video conference is to discuss collaboration among local justice system partners and any anticipated challenges and/or issues. These calls will also be an opportunity to discuss any changes made to the budget bill language and/or program upon final adoption. Questions will be provided to the participants in advance of the call. Required participants include:

- Court Presiding Judge, or designee
- Court Executive Officer, or designee
- Chief Probation Officer, or designee
- Court Information Technology Director, or designee

Courts may invite any other partners that they think would be important to include in this discussion.

Please indicate **all** dates and time segments below that all required participants would be available to participate.

Date	Morning			Noon	Afternoon			
	9:00 – 10:00	10:00 – 11:00	11:00 – 12:00	12:00 – 1:00	1:00 – 2:00	2:00 – 3:00	3:00 – 4:00	4:00 – 5:00
Tuesday, June 18					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thursday, June 20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wednesday, June 26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thursday, June 27	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Friday, June 28	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monday, July 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please indicate your top three date/time choices: *First Choice, June 26th*
Second, June 28th noon - 1pm
Third, June 28th 1pm - 2pm

Court Contact: *Jason Galvin*

Video Conference Logistical Contact for the Team:

Jason Galvin

Agreement or Exhibit A (Fee Schedule) at any other time by mutual consent.

LEGISLATIVE CHANGES:

This agreement is subject to any future legislation that may alter or amend any provision contained herein.

SEVERABILITY

If any provision of this Agreement shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of the Agreement shall not be affected. The Court and County agree to meet in good faith to arrive at a mutually satisfactory replacement for such article or section.

TERMINATION:

Except as provided in California Government Code Sections 77212(b) and 77212(c), either party may terminate all or any of the services under this Agreement by giving written notice to the other party in the manner specified under "Notices", below. Pursuant to GC 77212(b), such notice shall be given at least ninety (90) days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year.

NOTICES:


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

If to County: County Executive Officer
950 Maidu Ave
Nevada City, CA 95959

If to Court: Court Executive Officer
201 Church Street
Nevada City, CA 95959

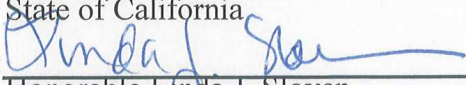
IN WITNESS WHEREOF, the County and Court have executed this agreement on the day and year set forth below.

DATED: 1/13/2020

By: 

Honorable Richard Anderson,
Chair Board of Supervisors
County of Nevada
State of California

DATED: 6/11/2019

By: 

Honorable Linda J. Sloven
Presiding Judge, Superior Court of California
County of Nevada
State of California