

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

913



**FROM:** Probation Department

**SUBMITTAL DATE:**  
December 11, 2012

**SUBJECT:** Acceptance and Approval of the Memorandum of Agreement Between the Community Resources for Justice, Inc. and the Probation Department for the Provision of Technical Assistance to the Pretrial Services Program.

**RECOMMENDED MOTION:** That the Board approves and:

1. Accepts the award of services from the Community Resources for Justice, Inc. for the provision of technical assistance to advance pre-trial services in Riverside County;
2. Authorizes the Chief Probation Officer to execute the Memorandum of Agreement (MOA); and
3. Authorizes the Chief Probation Officer, or designee, to execute future ministerial amendments to this MOA.

**BACKGROUND:** On February 15, 2012, the Superior Court of California provided official written notice to the Riverside County Executive Office that effective July 1, 2012 it will no longer administer pretrial services on behalf of the County of Riverside. On July 31, 2012, the Board authorized the budget, additional staffing, and vehicle purchases for the Probation Department to implement the Pretrial Services program.

*(continued on page 2)*

*Mark A. Hake for*  
Alan M. Crogan      Mark A. Hake for  
Chief Probation Officer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	FY 12/13

<b>SOURCE OF FUNDS:</b> None	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:**      APPROVE

**County Executive Office Signature**      BY: *Elizabeth J. Olson*  
Elizabeth J. Olson

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis*  
 DATE: *12/11/12*  
 Departmental Concurrence

Policy  
 Policy  
 Consent  
 Consent

Dept's Recomm.:  
 Per Exec. Ofc.:

3.38

RE: Acceptance and Approval of the Memorandum of Agreement Between the Community Resources for Justice, Inc. and the Probation Department for the Provision of Technical Assistance to the Pretrial Services Program

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**Background:** *(continued from page 1)*

The purpose of pretrial services is to provide a process of evaluating the feasibility of releasing defendants from custody based on a set of predetermined criteria such as family ties, criminal history and previous failures to appear. The overall mission of the program is the investigation of individuals to determine release eligibility in an effort to reduce incarceration costs and jail overcrowding while taking into account public safety by providing risk assessment and community supervision.

Since assuming responsibility for the program on July 1, 2012, the Probation Department has provided pretrial services to 4,049 clients; 3,322 of those were Own Recognizance (OR) release recommendations; 508 of the OR release recommendations were granted; increasing granted OR releases from 6%, while under the court's operation, to 15%. In addition, the Department has filled 18 of the 34 additional positions assigned to support the program.

The Crime and Justice Institute (CJI) of the Community Resources for Justice, Inc. issued a notice for Pretrial Assistance to California Counties (PACC) offering the opportunity to apply for technical assistance in establishing their pretrial services programs to help define what portion of the population to detain pending trial and how to manage the population selected for pretrial release. The provided technical assistance will be tailored to the needs of the selected county. CJI's technical assistance framework is based upon best practices guidelines established by the American Bar Association and the National Association of Pretrial Services Agencies and incorporates the principles of legal and evidence-based practices.

On October 30, 2012, CJI notified the Probation Department that Riverside County was one of only two counties statewide selected to receive the technical assistance. The attached MOA outlines the roles and expectations for the technical assistance provided through the PACC project for one year. The agreement is through September 30, 2013. This MOA is a resource exchange only with no financial award or impact to Riverside County.

The MOA has been approved as to form by County Counsel.

A copy of the agreement will be returned to the Clerk of the Board upon final execution by CJI.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
COMMUNITY RESOURCES FOR JUSTICE, INC.  
AND  
THE COUNTY OF RIVERSIDE  
FOR THE PROVISION OF TECHNICAL ASSISTANCE  
TO ADVANCE PRETRIAL SERVICES**

This Memorandum of Agreement, hereinafter referred to as "MOA," entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, is by and between the Crime and Justice Institute at Community Resources for Justice, Inc., a nonprofit corporation located at 355 Boylston Street, Boston, MA 02116, hereinafter referred to as "CJI", and the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting through the Riverside County Probation Department.

**RECITALS**

**WHEREAS**, CJI and the COUNTY wish to enter into this MOA to provide technical assistance to establish or enhance pretrial services based upon the principles of legal and evidence-based practice (LEBP) and standards enacted by the American Bar Association and the National Association of Pretrial Services Agencies in the County of Riverside;

**WHEREAS**, the initiative results from a Letter of Intent that County of Riverside submitted to CJI in August 2012, to obtain technical assistance for establishing/enhancing pretrial services;

**WHEREAS**, LEBP is defined as interventions and practices that are consistent with the pretrial legal foundation, applicable laws, and methods research has proven to be effective in decreasing failures to appear in court and danger to the community during the pretrial stage;

**WHEREAS**, funding for the initiative is provided through a grant from the Public Welfare Foundation (PWF).

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1.0 TERM**

The term of this MOU shall be from November 1, 2012 through September 30, 2013, subject to the termination provisions set forth in Section 9.0 herein.

## **2.0 PRETRIAL ASSISTANCE TO CALIFORNIA COUNTIES**

Under the terms of this MOA, CJI and the COUNTY shall work together to improve pretrial services in County of Riverside, applying legal and evidence-based standards of pretrial practice. This MOA stems from a grant award from the Public Welfare Foundation, which provides for the funding of technical assistance to County of Riverside by CJI.

2.1 Objectives of Technical Assistance: CJI and the COUNTY intend to achieve the following objectives as they relate to needs and goals identified in the initial assessment conducted by CJI:

- 2.1.1. Conduct a system assessment to diagnose issues that need to be addressed;
- 2.1.2. Review and analyze detention, release and jail population data as necessary to support system assessment;
- 2.1.3. Develop an action plan to guide efforts during and after the period of technical assistance, which may include:
  - 2.1.3.1. Ensuring proper implementation of pretrial risk screening and assessment tools, creating policies, procedures, training, curricula and other support as necessary;
  - 2.1.3.2. Developing a supervision continuum and accompanying policies and procedures;
  - 2.1.3.3. Developing or improving data tracking and reporting systems to measure pretrial performance and drive decision-making;
  - 2.1.3.4. Conducting training and leadership development at all levels;
- 2.1.4. Develop a strategy to ensure sustainability of efforts; and
- 2.1.5. Produce reports documenting the process and product of technical assistance in County of Riverside.

## **3.0 ROLES AND RESPONSIBILITIES OF PARTIES**

In order to achieve the objectives of the initiative, the parties agree to perform the following roles and to comply with the following responsibilities. Failure by either party to fulfill these roles may be cause for the cessation of technical assistance.

3.1 CJJ will:

- 3.1.1 Provide technical assistance to COUNTY as authorized under the initiative, at no cost to the COUNTY, pursuant to the terms of CJJ's grant agreement with PWF and subject to direction and oversight by PWF;
- 3.1.2 Conduct an initial meeting with stakeholders and establish a regular schedule of on-site and off-site contacts, which will occur at a minimum on a monthly basis;
- 3.1.3 Collect and analyze data relevant to assessing system functioning and needs;
- 3.1.4 Collaborate with the COUNTY in the development of a work plan, including objectives and timelines;
- 3.1.5 Within the constraints of resources available, provide technical assistance to support each work plan objective, which may include, but is not limited to: training; provision of resources and tools; process facilitation; subject matter consultation; assessment administration and data analysis; and policy development;
- 3.1.6 Communicate regularly with the COUNTY's Site Coordinator for the Pretrial Assistance to California Counties (PACC) project;
- 3.1.7 Assign a Site Lead as the primary contact and technical assistance provider to the COUNTY; and
- 3.1.8 Produce and disseminate summary reports documenting technical assistance efforts in the COUNTY, and if available, outcomes achieved through technical assistance.

3.2 COUNTY will:

- 3.2.1 Convene stakeholders to engage in start-up activities and periodic updates throughout the technical assistance period;
- 3.2.2 Designate a Site Coordinator for the project;
- 3.2.3 Provide CJJ access to staff and facilitate access to stakeholders as needed;
- 3.2.4 Provide all available data requested by CJJ;

- 3.2.5 Develop, approve and implement a work plan, including objectives and timelines;
- 3.2.6 Charter a work group with explicit authority to implement the work plan;
- 3.2.7 Within the constraints of resources available, complete work necessary to make progress towards objectives;
- 3.2.8 On a regular basis, provide CJI with an update on progress toward work plan objectives;
- 3.2.9 Participate in dissemination of results and lessons learned through participation in PACC.

#### **4.0 MANAGEMENT OF INITIATIVE**

- 4.1 The Riverside County Probation Department's Assistant Probation Division Director of Pre-Trial Services shall act as Site Coordinator under this MOA. The Site Coordinator shall serve as a primary point of contact for CJI and provide management and coordination of all on-site work in accordance with the terms and conditions of this MOA.

#### **5.0 CONFIDENTIALITY**

CJI agrees to maintain the confidentiality of all COUNTY and COUNTY-related records pursuant to all statutory laws relating to privacy and confidentiality that currently exist or may exist at any time during the term of this MOA. All such records and information shall be considered confidential and kept confidential by CJI and its staff, agents and employees.

#### **6.0 INDEPENDENT CONTRACTOR**

CJI shall be considered an independent contractor and neither CJI, its employees, nor anyone working under CJI shall be considered an agent or an employee of the COUNTY.

#### **7.0 AMENDMENTS**

No alteration or variation of the terms of this MOA shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not

incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on CJI and/or the COUNTY unless authorized by CJI and the COUNTY in writing.

## **8.0 TERMINATION**

- 8.1 This MOA may be terminated by either party, with or without cause, upon notification to the other party in writing thirty (30) days in advance of the desired date of termination.
- 8.2 If funding for the initiative is reduced or withdrawn by PWF, CJI may immediately terminate or modify this MOA without penalty.

## **9.0 MUTUAL INDEMNIFICATION**

- 9.1 CJI agrees to indemnify, defend, and hold the COUNTY, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of the performance of this MOA caused by or resulting from the negligent or intentional acts or omissions of CJI, its officers, agents, and employees. If judgment is entered against CJI and the COUNTY by a court of competent jurisdiction because of the concurrent active negligence of the COUNTY or COUNTY Indemnitees, CJI and the COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- 9.2 COUNTY agrees to indemnify, defend and hold CJI, its officers, agents, and employees ("CJI's Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of the performance of this MOA caused by or resulting from the negligent or intentional acts or omissions of the COUNTY, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the COUNTY'S Board of Supervisors acts as the governing Board. If judgment is entered against the COUNTY and CJI by a court of competent jurisdiction because of the concurrent active negligence of CJI or CJI Indemnitees, the COUNTY and CJI agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**10.0 NOTICES**

Any and all notices, requests, demands and other communications related to services under the terms of this MOA shall be in writing, except for the parties' routine exchange of information and cooperation during the terms of this MOA, and shall be addressed as follows:

CJI  
Crime & Justice Institute at CRJ  
Attention: Meghan Guevara, M.P.H.  
Managing Associate  
355 Boylston Street  
Boston, MA 02116

COUNTY  
Riverside County Probation Department  
Attention: Shelly Davis  
Assistant Probation Division Director  
Pre-Trail Services  
1201 Research Park Drive, Suite 100  
Riverside, CA 92507

**11.0 GOVERNING LAW AND VENUE**

This agreement shall be deemed to be an agreement made under, governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts. Claims by either party under this agreement shall be decided under the laws of the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOA to be executed.

**CRIME AND JUSTICE INSTITUTE AT CRJ**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Alan M. Crogan, Chief Probation Officer

Dated: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Natal R. Kipnis  
DATE: 12/11/12