



MEMORANDUM OF UNDERSTANDING
BETWEEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
AND
THE ORANGE COUNTY PROBATION DEPARTMENT
AND
THE COUNTY OF ORANGE
FOR
SB 129 PRETRIAL RELEASE PROGRAM

MOU TERM: July 1, 2026, through June 30, 2027

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SERVICES
BETWEEN THE ORANGE COUNTY SUPERIOR COURT, THE ORANGE COUNTY
PROBATION DEPARTMENT, AND THE COUNTY OF ORANGE**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Superior Court of California, County of Orange (hereinafter referred to as "Court"), the Orange County Probation Department (hereinafter referred to as "Probation Department"), and the County of Orange (hereinafter referred to as “County” or “Orange County”). For purposes of this MOU, the Court, the County, and the Probation Department are sometimes referred to individually as “Party” and collectively as “the Parties”.

This MOU sets forth each Party’s roles and responsibilities as they relate to SB 129 Pretrial Release Program Funding and the Pretrial Assessment and Release Services (“PARS”) program, for the period of July 1, 2026, through June 30, 2027 (“MOU Term”).

RECITALS

WHEREAS, a cooperative and transparent relationship between the Parties is in the best interests of the residents of Orange County;

WHEREAS, the Court will receive funding from the Judicial Council of California (“Judicial Council” or “JCC”) for advancement of pretrial services pursuant to the Budget Act of 2021, Senate Bill 129 (“SB 129”);

WHEREAS, the Court will contract with the Probation Department to provide Pretrial Monitoring Risk Assessment Reports and program monitoring services for pretrial defendants as set forth in SB 129;

WHEREAS, it is the intent of the Parties that such services be in conformity with SB 129 and all applicable federal, state, and local laws;

WHEREAS, this MOU, including attachments, outlines the parameters of the PARS Program between the Parties; and

WHEREAS, the Probation Department is a department within, and is part of, the County but are treated as distinct parties under this MOU to describe their respective responsibilities.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. BACKGROUND

- 1.1 In 2016, the Court and key county agencies, including the Probation Department, implemented the Pretrial Assessment, Release and Supervision (PARS) pilot program.
- 1.2 Pursuant to the PARS program, the Court’s Pretrial Services Officers (“PTSOs”) interview and assess in-custody defendants. Assessments are shared with the Probation Department who prepares and submits Pretrial Monitoring Risk Assessment Reports to the Court. These reports include the Probation Department’s recommendations on

defendants' participation in the PARS program.

- 1.3 Defendants accepted into the program may be released on their own recognizance with or without conditions under an agreement signed by them and with an understanding that they may be monitored by the Probation Department.
- 1.4 The Probation Department proactively reminds program participants to appear for their scheduled court dates and to abide by all laws to assure public safety.
- 1.5 SB 129 allocated funds to the Judicial Council so all California courts may establish or expand their pretrial release programs and to meet the goals outlined in SB 129. The goals outlined in SB 129 are parallel with the PARS program in Orange County.

2. PRETRIAL ASSESSMENT AND RELEASE SERVICES (PARS) PROGRAM:

- 2.1 The Parties agree to participate in a Pretrial Assessment and Release *Services* (PARS) Program and to adhere to the PARS criteria and services outlined in the PARS Program Guidelines referenced in Exhibit B.
- 2.2 The Parties will collaborate in the implementation of a data exchange between the Probation Department's case management system and the pretrial case management system (PARS Case Management System) to be utilized by the Court and funded as outlined in the tentative Pretrial Release Budget Detail Sheet for FY 2026-2027, Exhibit A¹. A separate MOU will be created for the implementation of the data exchange between the Probation Department's case management system and the Court's PARS Case Management System as each Party will use its respective case management system.
- 2.3 The Probation Department agrees, that funds allocated pursuant to this MOU, including equipment and other goods purchased with said funds, will only be used for PARS expenses identified and approved in the Pretrial Release Budget Detail Sheet for the applicable Fiscal Year and required by SB 129.

3.0 GOALS OF THE PROGRAM

- 3.1 As stated in SB 129, the goals of the Pretrial Program are to:
 - 3.1.1 Implement and operate pretrial programs and practices that promote the safe, efficient, fair, and timely pretrial release of eligible defendants booked into jail.
 - 3.1.2 Provide courts with information and resources to support judicial officers in making pretrial release decisions that impose the least restrictive conditions to ensure public safety and return to court; and
 - 3.1.3 Implement appropriate monitoring practices and provision of services for released

¹ The Pretrial Release Budget Detail Sheet for FY 2026-2027 in Exhibit A is tentative as the Judicial Council's final Pretrial Release Budget Detail Sheet template for FY 2026-2027 will not be available for the Parties to complete until the Judicial Council releases the template and discloses the final ongoing funding allocation in or around late May 2026 as more fully explained in sections 5.1.3 through 5.1.5 of this MOU.

defendants.

4.0 MANNER OF PERFORMANCE OF WORK

- 4.1 The Court's Pretrial Services Unit ("PTSU") will complete the risk assessment tool included in the PARS Program Guidelines referenced in Exhibit B and Humphrey Financial Questionnaire on eligible individuals or those identified by a judicial officer and provide them to the Probation Department. Individuals who are ordered into PARS without assessments will be referred to PTSU by the Probation Department so the Court's Pretrial Services Officers ("PTSOs") may conduct telephonic assessments as outlined in the PARS Program Guidelines referenced in Exhibit B.
- 4.2 The Probation Department will provide Pretrial Monitoring Risk Assessment Reports to the Court. The report may include information from various sources including, PTSOs' Assessment Reports, VPRAI (Risk) assessments, related criminal history, and will include the Probation Department's recommendations for program participation.
- 4.3 Once a defendant is accepted into PARS, the Probation Department will provide the level of monitoring and support as outlined in the PARS Program Guidelines referenced in Exhibit B, and in proportion to available funding and staffing levels.
- 4.4 The Probation Department and the Court shall complete the duties and responsibilities as agreed upon and specified in the PARS Program Guidelines referenced in Exhibit B, applicable to the current MOU term and in proportion to available funding and staffing levels.
- 4.5 The Probation Department will provide a quarterly report that includes multiple variables (i.e., identifiers, risk levels/scores, etc.) that the Court can use for their own reporting. As soon as staffing concerns impacting the PARS program are identified, the Parties agree to coordinate a meeting to discuss next steps.

5.0 SB 129 FUNDING

- 5.1 The Judicial Council allocated ongoing funds to the Court to meet SB 129 goals.
 - 5.1.1 Ongoing funds are intended to maintain daily pretrial operations and must be encumbered or expensed annually by the end of each fiscal year, June 30th, or other deadline(s) set by the Judicial Council for the fiscal year.
 - 5.1.2 The Judicial Council will distribute the allocated ongoing funding to all superior courts based on each county's relative proportion of the state population ages 18 to 25.
 - 5.1.3 The proportionate share of ongoing funding for FY 2026-2027 is estimated at \$3,677,558. Proportionate shares may vary annually.
 - 5.1.4 Seventy percent (70%) of ongoing funds are allocated for contract services with the Probation Department to administer the pretrial monitoring program as outlined in

the PARS Program Guidelines referenced in Exhibit B, and is the current maximum ongoing funding for contracted services with the Probation Department for the fiscal year beginning July 1, 2026, and ending on June 30, 2027.

- 5.1.5 The estimated apportioned share of FY 2026-2027 ongoing funding in 5.1.3 above and as itemized in Exhibit A is tentative. The Parties have agreed to use this tentative ongoing funding allocation amount for financial planning purposes as the final FY 2026-2027 ongoing funding allocation is pending release from the Judicial Council in or around late May 2026. Upon the Judicial Council's release of the final FY 2026-2027 Pretrial Release Budget Detail Sheet template and disclosure of the final ongoing funding allocation amount, the Parties agree to revise the FY 2026-2027 Pretrial Release Budget Detail Sheet in Exhibit A and amend this MOU in accordance with the Judicial Council's final FY 2026-2027 ongoing funding allocation amount.
- 5.2 SB 129 outlines eligible expenditures for pretrial programs and practices, and requires funds to be spent on the following:
 - 5.2.1 Costs associated with judicial officer pretrial release decisions prior to or at arraignment.
 - 5.2.2 Costs for technology to facilitate information exchange and process automation between the courts and county departments.
 - 5.2.3 Costs for implementation and improvement of court date reminder programs.
 - 5.2.4 Costs associated with assessments of defendants' ability to pay a financial condition in cases where the court determines that such a condition is necessary to ensure public safety and return to court.
 - 5.2.5 Costs associated with providing monitoring of defendants released pretrial and for referrals to support services. The Probation Department will be required to implement evidence-based monitoring practices of defendants released pre-arraignment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and ensure the defendants return to court.
 - 5.2.6 Other programs and practices related to pretrial decision-making that address public safety, appearance in court, and the efficient and fair administration of justice.
- 5.3 The Parties agree to the tentative Pretrial Release Budget Detail Sheet for FY 2026-2027, attached as Exhibit A, in proportion to available State funding.
- 5.4 The Court's obligations under this MOU are subject to the availability of authorized funds from the state as outlined herein and SB 129. Upon Notice to the Probation Department and County, the Court may terminate the MOU or any part of the work, if expected or actual funding to compensate the Court is withdrawn, reduced, limited, or reallocated.

- 5.5 The Probation Department's obligations under this MOU are subject to the availability of authorized funds from the State as outlined herein and SB 129. Upon Notice to the Court and County, the Probation Department may terminate the MOU or any part of the work, if expected or actual funding to compensate the Probation Department is withdrawn, reduced, limited, or reallocated.
- 5.6 Funding for this MOU beyond the current Fiscal Year is conditional upon appropriation by the State of sufficient funds to support the activities described in this MOU. Should such appropriation not be approved, the MOU will terminate at the close of the current fiscal year.

6.0 COMPLIANCE AND RIGHT TO AUDIT

- 6.1 Judicial Council's authorized representatives or their designees will have the right to inspect or audit any records related to SB 129 expenditures. The Court and the Probation Department must allow the Judicial Council to review and audit their documents and records relating to this MOU, and the Court and the Probation Department shall retain such documents and records for a period of four (4) years following final payment under this MOU. If an audit determines that either Party is not in compliance with this MOU, the Party shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that either Party has overcharged the Judicial Council five percent (5%) or more during the time period subject to audit, then upon the Judicial Council's demand, the Party must reimburse the Judicial Council in an amount equal to the cost of such audit.
- 6.2 Court staff will monitor the Probation Department's spending to ensure compliance with SB 129 and this MOU.
- 6.3 The Probation Department and the Court will coordinate quarterly meetings to discuss forecasts of expenditures for contract services. The Probation Department will contact the Court when funding projections are on track to exceed allocated amounts as soon as the Probation Department is aware, but no less than 60 days of funding limitations, unless unforeseen circumstances arise. In the event Probation's projections show allocated funds will be exceeded, the Parties agree to coordinate a meeting to discuss next steps. Notification shall be provided to the Court's PARS Judicial Sponsor, the Deputy Chief Operations Officer, Pretrial Services Manager, and the Court's Financial Planning Unit.
- 6.4 The Probation Department will provide all records, support documentation, and other records related to the Probation Department's PARS expenditures to the Court during the invoicing process. The Court will maintain aforementioned information in the event of a Judicial Council of California ("JCC") audit.
- 6.5 The Court will maintain all financial records, supporting documents, and all other records relating to expenses under the PARS Program in accordance with state law and/or the *Trial Court Financial Policies and Procedures Manual*.
- 6.6 The Court and the Probation Department shall each maintain an adequate system of

accounting and internal controls that meet Generally Accepted Accounting Principles (GAAP).

- 6.7 This Section 6 applies to any subcontractors of either Party. If either Party contracts for services required by this MOU, the contract with the subcontractor shall contain provisions relating to the Court's right to audit as set forth herein.

7.0 INVOICE PROCESS

- 7.1 The Parties agree that the Probation Department's compensation for Pretrial Assessment and Release Services shall not exceed the amounts funded per Section 5 of this MOU. Anything not included as a line item in the tentative Pretrial Release Budget Detail Sheet for FY 2026-2027, Exhibit A, will require Court preapproval to be eligible for reimbursement.
- 7.2 The Court shall compensate the Probation Department for all services rendered per this MOU through the invoice billing process described in this Section. An invoice shall be defined as a written request from the Probation Department to the Court for payment and shall provide supporting documentation, including but not limited to the description, price and quantity of goods, property or services delivered, usage information if applicable, location where services(s) were provided or rendered in accordance with the terms of the MOU.
- 7.3 An itemized invoice with supporting documentation, as noted in Section 7.2, shall be issued twenty (20) working days following the end of each fiscal year quarter of services rendered and shall be paid within thirty (30) days of the date of the invoice in the proper form. Either Party may contact the other in the event an invoice is not issued within the specified timeframe. The Court agrees to inform the Probation Department about any dispute relating to an invoice no later than 30 days following receipt of said invoice.
- 7.4 Each Party shall receive the estimated cost of unbilled invoices for the fiscal year from the other Party and ensure to accrue the estimated reasonable cost in the current fiscal year to allow for the required payments in the following fiscal year, which will ensure recording full-year cost in the current fiscal year and eliminate carryovers if allowed.
- 7.5 The Probation Department shall send electronic invoices to the Court at AccountingServices@occourts.org.
- 7.6 In the event the Court disputes any part of an invoice submitted by Probation hereunder, the Parties agree to act in good faith and to use their best efforts to resolve such dispute within thirty (30) days following Court's notification to the Probation Department that there is a dispute. The Court's notification to Probation about a disputed invoice shall include reference to exact charges and/or services that are in dispute.
- 7.7 Nothing in the above shall limit the Court's right to request and receive additional supporting information from billings which contain significant, unexplained anomalies that are inconsistent with established usage and expected cost plan. Any such additional information required shall be provided at the Court's expense. The Court and the

Probation Department shall agree upon appropriate audit procedures and testing should any service become the subject of an audit.

- 7.8 Requests generated by the Court to the Probation Department that are not included in the MOU and result in additional costs or resource requirements for the Probation Department, must be mutually agreed upon by the Court Executive Officer (“CEO”) or his/her designee and the Probation Department’s Chief Probation Officer (“CPO”) or his/her designee.
- 7.9 The Parties further agree to comply with any invoicing or other applicable requirements per the Pretrial Release Funding: Program Guidance Memorandum referenced in Exhibit C.

8.0 DELEGATION AND ASSIGNMENT

Neither Party may delegate its obligations or assign its rights under this MOU, either in whole or in part, without the prior written consent of the other Party. Obligations undertaken by Court pursuant to this MOU may be carried out by means of subcontractors, provided such subcontractors meet the requirements of this MOU as they relate to the service or activity under subcontract. No subcontractor shall terminate or alter the responsibilities of either Party pursuant to this MOU.

9.0 INDEPENDENT CONTRACTOR

- 9.1 Each Party, with its departments as its agents, shall perform this MOU as an independent contractor, exercising due care and providing the services with such skill as is customary for providers of such services.
- 9.2 The Probation Department and its officers, agents and employees are not, and shall not be deemed, Court employees for any purpose and shall not be entitled to any of the benefits accorded to Court employees. The Probation Department shall determine, at its own risk and expense, the method and manner by which the duties imposed on the Probation Department in general by this MOU shall be performed.
- 9.3 The Court and its officers, agents and employees are not, and shall not be deemed to be, the Probation Department employees for any purpose and shall not be entitled to any of the benefits accorded to the Probation Department employees. The Court shall determine, at its own risk and expense, the method and manner by which the duties imposed on the Court in general by this MOU shall be performed.

10.0 SUSPEND WORK

- 10.1 The Court may, at any time, issue a Suspend Work Order to require the Probation Department to stop all, or any part, of the Work of this MOU, for a period up to ninety (90) days, or for any further period as agreed upon by the Judicial Council and the Court, after the Suspend Work Order is delivered to the Court by the Judicial Council.

- 10.2 Upon the Probation Department's receipt of a Suspend Work Order from the Court, the Probation Department will have 60 days to fully terminate on-going services/resources. The Court will continue to provide funding for PARS-related services during this 60-day period, for the Probation Department's PARS services/resources provided under this MOU.
- 10.3 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 Parties will meet to discuss reinstatement activities. The Probation Department will have up to 45 days to resume services/resources after notification is received from the Court of the cancellation or expiration of the Suspend Work Order or by mutual agreement by the Court CEO or Court's CEO's designee and the Probation Department's CPO or Probation Department's CPO's designee.

11.0 TERM (EFFECTIVE DATE) AND TERMINATION

- 11.1 **Term.** The Effective Date is the date on which the MOU Term commences.
- 11.2 **Termination for Convenience.** Either Party may terminate this MOU, in whole, for convenience, upon a minimum of ninety (90) days written notice to the other. Such Notice of Termination shall specify the extent of the termination and its effective date.
- 11.3 **Effect on Termination.** Except as otherwise agreed: (1) the Parties will no longer be obligated to perform the services required of it under this MOU as of the Termination Date specified in the Notice of Termination but no sooner than 90 days following the date of the Notice of Termination is received by the other Party, even if the other Party should thereafter request that said services be performed; (2) the Court will reimburse the Probation Department for its PARS services rendered before the Termination Date in accordance with the Invoice Process in Section 7; (3) it is understood and agreed to by and between the Parties to this MOU, that a change of the Court's Presiding Judge or signatory during the term of this MOU shall in no way be construed to affect the enforceability nor cause a termination of this MOU; and (4) Sections 6-8 and 12-19 of this MOU survive any termination of this MOU.

12.0 NO SUPPLANTATION

The Parties enacted a pretrial program with funding provided through the JCC's Recidivism Reduction Fund (RRF) grant program in 2015. When the RRF program ended, the Probation Department provided funds to continue pretrial positions/services that were earmarked for SB 10 funding that never materialized. According to the JCC, courts and pretrial service agencies may use SB 129 funds for positions/services that were earmarked for SB 10 funding that never materialized, or other funds that were used to fill in the gap before SB 10 was scheduled to begin, and other previously short-term funded pretrial positions. Additionally, expanded services may include a staff person performing new duties caused by an increase in the scope of pretrial related work, and as such, this would be considered an eligible expense for SB 129 funding. The Probation Department and the Court certify in good faith that, by signing this MOU, they will adhere to these guidelines and no supplantation of nonfederal, state or county funds will occur with SB 129 funds.

13.0 CONFIDENTIALITY

- 13.1 Each Party may disclose the other Party's Confidential Information on a "need to know" basis to its own employees that are working on the PARS Program, or its own employees who are involved in the PARS Program under this MOU. Additionally, each Party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this MOU.
- 13.1.1 Confidential Information includes Client Data. Client Data refers to all data and information (i) that is created in the course of performance of this MOU, or (ii) that has been submitted or made available by one Party to the other.
- 13.1.2 Each Party and its personnel will treat Client Data as confidential information that will be protected from unauthorized use and disclosure with at least the same degree of care as employed with respect to their own information of similar nature.
- 13.2 Each Party will establish and maintain safeguards against the destruction, loss, or alteration of Confidential Information in its possession, and will ensure that access to Confidential Information is restricted to those individuals for whom such access is necessary to perform the services per this MOU.
- 13.3 In the event of discovery of a breach or potential breach in security relating to Confidential Information, or unauthorized possession, use or knowledge of Confidential Information, the Party will immediately: (a) notify the other Party and furnish the details of the event; (b) assist the other Party in investigating, curing, or preventing the recurrence of any such event; (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by the other Party to protect its rights; and (d) provide the other Party with satisfactory assurance that such event will not recur.
- 13.4 Upon a Party's request to the other, or upon any termination or expiration of this MOU, the Party will promptly (a) return to the other or, if so directed by the other, destroy all Confidential Information (in every form and medium), and (b) certify to the other in writing that it has fully complied with the foregoing obligations.
- 13.5 The Parties agree to act in good faith to revise these confidentiality provisions from time to time to duly safeguard Confidential Information based on the nature and extent of their activities and in performing their obligations under this MOU.

14.0 NOTICES

Where required to be given under this MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

Orange County Probation Department
Attention: Contract Administration

1055 N. Main Street
Santa Ana, CA 92701

County of Orange County Executive Office
Attention: Budget and Finance Office
Hall of Administration
333 W. Santa Ana Blvd., Third Floor
Santa Ana, CA 92701

Superior Court of California, County of Orange
Attn: Contracts and Procurement Unit
700 Civic Center Drive West
Santa Ana, CA 92701

Any such address may be changed by either Party by written notice to the other party.

15.0 INDEMNIFICATION

- 15.1 The Parties waive pursuant to Government Code section 895.4 the pro rata (per capita) risk allocation provided by Government Code section 895.6.
- 15.2 Each Party shall defend, indemnify, and hold the other party harmless, to the maximum extent permitted by law, from claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of its duties or obligations, or that of its officers, judicial officers, judges, subordinate judicial officers, board members, employees, representatives, or agents under this MOU, or its negligence or willful misconduct.
- 15.3 The Parties agree to act in good faith to revise these indemnity provisions from time to time based on the nature and extent of their activities and in performing their obligations relative to the use of Confidential Information under this MOU.

16.0 NEGOTIATED INSTRUMENT

This MOU was negotiated between the Parties, and neither Party "prepared" this MOU for purposes of Civil Code section 1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

17.0 AUTHORIZED SIGNATURES

All Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this MOU.

18.0 ENTIRE AGREEMENT

- 18.1 This MOU contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the PARS Program.

18.2 Neither Party shall make changes to this MOU without the other Party's written consent. Merely ministerial changes may be made by the signatories or their designees, but material changes shall be incorporated into an amendment to be signed by all Parties before becoming effective.

19.0 COMPLIANCE WITH LAW

Notwithstanding any provision to the contrary contained in this MOU, the Parties agree that no provision of this MOU shall require any Party to violate any applicable statute, rule of law or regulation.

ORANGE COUNTY PROBATION DEPARTMENT:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE:

By: _____
(Signature & Date)

Daniel Hernandez
Chief Probation Officer

(Print Name & Title)

By: _____
(Signature & Date)

David Yamasaki
Court Executive Officer

(Print Name & Title)


COUNTY OF ORANGE:

By: _____
(Signature & Date)

Michelle Aguirre
County Executive Officer

(Print Name & Title)

Approved as to form.
Office of the County Counsel:

Signed by:
 4/30/2026
C6D4F34F9B4A472...
John P. Cleveland
Senior Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SERVICES
BETWEEN THE ORANGE COUNTY SUPERIOR COURT, THE ORANGE
COUNTY PROBATION DEPARTMENT, AND THE COUNTY OF ORANGE**

**EXHIBITS – PRETRIAL ASSESSMENT RELEASE
SERVICES (PARS) PROGRAM**

The following documents are attached hereto:

- Exhibit A: Tentative Pretrial Release Budget Detail Sheet, Fiscal Year 2026-2027
- Exhibit B: PARS Program Guidelines May 2025, or latest version approved by the Project Management Team per the Program Change Request process in the PARS Program Guidelines
- Exhibit C: Pretrial Release Funding FY 2025-2026: Program Guidance Memorandum August 1, 2025, or latest version thereof released by the Judicial Council for the applicable fiscal year