

### Lassen County Probation Department

Adult & Juvenile Probation

2950 Riverside Drive, Suite 101 Susanville, CA 96130

Phone: (530) 251-8212 Fax: (530) 257-9160

#### **MEMORANDUM**

To:

Board of Supervisors

From:

Jennifer Branning, Chief Probation Officer

Date:

December 8, 2025

Subject:

Extension - Memorandum of Understanding for Pre-Trial Services

with the Lassen Superior Court

**Recommendation:** Board of Supervisors approve the extension of the Memorandum of Understanding (MOU) between the Lassen Superior Court and the Lassen County Probation Department.

This MOU is to extend the current MOU that allows pre-trial services provided by the Probation Department until June 30, 2027.

Financial Impact: Revenue Grant MOU for Probation 145 (0561).

Attachments: Copy of the Memorandum of Understanding

# MEMORANDUM OF UNDERSTANDING BETWEEN LASSEN COUNTY PROBATION DEPARTMENT AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN

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THIS MEMORANDUM OF UNDERSTANDING ("AGREEMENT") is made and entered into, by and between the County of Lassen (hereinafter referred to as "County"), and the Superior Court of California, County of Lassen, (hereinafter referred to as "Court') for services to be provided by the Lassen County Probation Department (hereinafter referred to as "Probation"), (collectively, the Parties).

WHEREAS, the Court is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Services Program ("Program") under SB 129 of the Budget Act of 2021; and,

WHEREAS, the Court has declared its intent to contract with Probation for pretrial services, including risk assessments, of individuals booked into the County's Jail (Defendants) as authorized by Budget Act of 2021; and,

WHEREAS, Probation has experienced and qualified staff and contracts with service providers capable of delivering Pretrial Services to eligible individuals; and,

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, in consideration of the mutual covenants and promises herein contained, the Parties hereby enter this Pretrial Services Program Agreement (Agreement) for the provision of Pretrial Services under the following terms and conditions:

PURPOSE AND INTENT: To enable County, through Probation, to provide Pretrial Services.

<u>GOALS of the PRETRIAL ASSESSMENT PROGRAM</u>: Increase the safe, efficient, timely and fair pretrial release of Defendants booked into jail by expanding own-recognizance and the least restrictive interventions as appropriate; and

Assess the Defendant under the Pretrial Risk Assessment prior to the Bail review hearing; and

Expand the use and validation of pretrial risk assessment tools that make their factors, weights, and studies publicly available; and

Expand and increase the use of existing and new technological systems related to the Pretrial Services Program; and

Assess any disparate impact or bias that may result from the implementation of these tools to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.

#### **RESPONSIBILITIES:**

#### 1. COUNTY RESPONSIBILITIES

- A. Screening of the Pretrial Defendant and Eligibility for Release
- B. Initial eligibility screening will be conducted at booking or at the earliest point thereafter.
- C. Defendants will be assessed in accordance with Penal Code Sections 1319(a) and 1319.5 and the Humphrey decision. Those defendants excluded under these sections are not precluded from consideration for release at a later point in the judicial proceedings. Those in-custody defendants over whom the Court has no jurisdiction (e.g. fugitive holds, Immigration and Customs Enforcement holds or parole holds) will be eliminated from further consideration.
- D. The Defendant Interview
- E. An eligible defendant will be interviewed through a standard interview format. This program's format utilizes an established, validated risk assessment instrument called the Ohio Risk Assessment Tool, which correlates to the program's release criteria. The interview of the defendant will not include any direct questions concerning the alleged instant offense.
- F. Verification of Defendant Information
- G. The program staff will inform the defendant that the interviewer will attempt to verify the information obtained during the interview. The interviewer will ask the defendant to provide the names, relationships and telephone numbers of reliable verification sources. At a minimum, agency or program staff will seek to verify the following information:
- H. Residence;
- Length of time in the community;
- J. Family ties;
- K. Employment or education;
- L. Prior performance in any pretrial program; and prior criminal history.
- M. Staff will seek to verify any other information directly affecting the program's assessment of the defendant's risk potential. Inability to verify information will not necessarily result in a negative eligibility determination.
- N. Pre-trial Program Report, Monitoring and Supervision
- O. Provide Court with requested data elements pursuant to Judicial Council and legislative requests.

#### 2. COURT RESPONSIBLITIES

The Court will perform the following services:

- A. Will manage data reporting requirements under the terms of the SB129 Budget Act of 2021.
- B. Will provide a subordinate judicial officer (Commissioner) at the pretrial hearings

- C. Send representatives to subcommittee with County, District Attorney, Public Defender, County Probation, and Sheriff's Office.
- D. Send representatives to attend relevant training regarding Pretrial Services.

#### 3. MUTUAL RESPONSIBILITIES

- A. Court and County agree that they will establish mutually satisfactory methods for exchange of such information as may be necessary in order that each party may perform its duties and functions under this Agreement and appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.
- B. Court and County agree that they will establish mutually satisfactory methods for problem resolution up through the Court's and Probation's mutual chain of command, as deemed necessary.

#### 4. GENERAL TERMS

- A. Term The term of this Agreement begins on the date this Agreement is approved by Lassen County's Board of Supervisors and signed by the Court and County and ends June 30, 2024. This term may be extended through written amendment signed by all parties. Electronic signatures are accepted.
- B. Termination Each party has the right to terminate this Agreement upon 60 days' prior written notice to the other party.
- C. Alteration of Terms It is mutually agreed that this Agreement may be modified or amended only upon written mutual consent of the parties hereto.

#### 5. COMPENSATION TO COUNTY

- A. Court will compensate County for employee salaries and benefits, services and supplies, and training utilized for the expansion of Pretrial Services. The total compensation under this Agreement is not to exceed \$284,000. The total compensation includes initiation of Pre-Trial services funding for the Fiscal Years 2021-2024 totaling \$142,000 and Fiscal Year 2021-2022 Pre-Trial Services Funding totaling \$142,000.
  - 1. Fiscal Year 2021-22: The total Budget for Pre-trial services for the County is \$142,000. The Court will immediately pay the County one-half for Fiscal Years 2021-2024, \$71,000 to compensate for the costs associated to the initiation of Pretrial Services effective July 1, 2021 for the first year. Starting January 1, 2022, the County will invoice the Court by the 10<sup>th</sup> of each quarter for the preceding quarter(s) for a quarterly total not to exceed \$35,500. Invoices will include all back-up documentation. The Court will make payment no later than 30 days after receipt of properly completed County Invoice.
  - 2. Fiscal Year 2022-23 and Fiscal Year 2023-24: The Budget for the second and third year of this Agreement will be \$35,500 each year. The County will invoice the Court by the 10<sup>th</sup> day of each quarter for the preceding quarter(s) for a quarter total not to exceed \$8,875. Invoices will include all back-up documentation. Court

will make payment no later than 30 days after receipt of properly completed County Invoice.

3. Any unused Court Retained Funds will be made available to compensate the County, with pre-approval of the Court, for any additional costs in which exceeds the designated funding allocation.

#### B. Invoices shall clearly indicate and include:

- County's name, address, and remittance address, if different from the mailing address.
- Probation's accounting contact name, telephone, and e-mail address.
- The Fiscal Year of the Agreement, and the program title (Pretrial Services Program).
- The amount of reimbursement requested for each line item of expenses as described under "Work to be Performed" in Exhibit A to Court's Pretrial Services Program Application Form, or other expenses as allowed by Court and JC, including a total amount.
- All pertinent back-up documentation, including, but not limited to, time studies for staff who do not work exclusively on the project; copy of paid invoices for services and supplies purchases; and invoices for outside professional services.
- The signature(s) of the authorized County official(s).
- The total billing amount requested.
- The following certification: I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the Pretrial Services Program Agreement.

County shall submit invoices to: Superior Court of California, County of Lassen Fiscal Services, Attn. Accounts Payable 2610 Riverside Drive Susanville, CA 96130

#### 6. RIGHT TO MONITOR AND AUDIT

County agrees to permit Court and the Judicial Council ("JC") or any of their duly authorized representatives to have access to and to examine and audit any pertinent books and records related to this Agreement.

#### MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of the Agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law. This includes any modifications required as a result of legislation and/or realignment. No alteration or variation of the terms of this Agreement shall be valid unless

made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

#### 8. RECORDS AND INSPECTIONS

- A. County shall keep fiscal, program, and management records. Fiscal records shall be kept in accordance with the generally accepted accounting procedures.
- B. County shall maintain all records pertaining to service delivery and all fiscal, statistical, and management books and records pertaining to the Pretrial Services Program locally (within the County). Records shall be available for examination and Court and JC audit for a period of four years after final payment under the Agreement or until audits are completed and settled, whichever is later. Program data shall be retained and made available upon request or turned over to Court. Failure to maintain acceptable records per the requirements is grounds for termination of the Agreement.
- C. The Court shall have reasonable access to such records during regular business hours or until the expiration of four (4) years after the furnishing of services and the right to examine and audit the same and to make transcripts therefore, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

#### 9. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The County and the Court agree to comply with all State laws and regulations that pertain to these services including constructions, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to the Court and County, their sub-grantees, contractors, or subcontractor, and their work.

#### SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the extent permitted by law.

#### 11. INDEMNIFICATION

The Court shall indemnify, defend and hold harmless, County, its officers, employees and agents from and against any and all liability, expense including defense cost, legal fees, and claims for damages of any nature whatsoever, including but not limited to personal injury or damages arising from or related to the Court's negligent or wrongful acts or omissions in the performance of services or provisions of this Agreement, including but not limited to any Worker's Compensation suits, or expense arising from or connected with services. The Court shall indemnify, defend, and hold harmless, the County, its officers, employees, and agents from and against any and all liabilities arising from Court representatives not providing pertinent employee benefit information to the Court employees.

The County shall indemnify, defend and hold harmless, Court, its officers, employees and agents from and against any and all liability, expense including defense cost, legal fees, and claims for damages of any nature whatsoever, including but not limited to personal injury or damages arising from or related to County's negligent or wrongful acts or omissions in the performance of services or provisions of this Agreement, including but not limited to any Worker's Compensation suits, or expense arising from or connected with services. The County shall indemnify, defend, and hold harmless, the Court, its officers, employees and agents from and against any and all or liabilities arising from County representatives not providing pertinent Court employee benefit information to the Court or providing inaccurate and/or improper employee benefit information to Court employees.

#### NOTICES

Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid or by giving such notice by personal service addressed as follows:

#### COUNTY c/o

County Executive Officer, or designee 221 S Roop Street, Suite 4 Susanville, California 96130

#### COURT c/o

Court Executive Officer, or designee 2610 Riverside Drive Susanville, California 96130

#### APPLICABLE LAW

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties thereunder is subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

Notwithstanding any other provisions of this Agreement, any dispute concerning any questions of fact or law arising under this Agreement, which is not disposed of by agreement between the parties shall be decided by a different court of competent jurisdiction of the State of California, other than the Superior Court in the County of Merced.

#### WAIVER OF TERMS

No waiver of any term, condition, or covenant of this Agreement, by either party shall be deemed as a waiver of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof.

#### 15. PERSONNEL

It is expressly understood that Court employees are not the employees of the County.

#### 16. EQUAL EMPLOYMENT OPPORTUNITY

County and Court shall comply with U.S. Executive Order 1126 entitled, 'Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CAR Part 60).

#### 17. COPIES OF AGREEMENT

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

SUPERIOR COURT OF CALIFONIA, COUNTY OF LASSEN

Presiding Judge

Superior Court of California, County of Lassen

State of California

**COUNTY OF LASSEN, PROBATION** 

Chief Probation Office

County of Lassen State of California

**COUNTY OF LASSEN** 

County Executive Officer

County of Lassen

State of California

Chairman of the Board of Supervisors

County of Lassen

State of California

APPROVED AS TO LEGAL FORM:

Bv:

#### **EXHIBIT A**

#### WORK TO BE PERFORMED

#### 1. PROJECT REQUIREMENTS

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- a. The Court, in partnership with Probation, is responsible for ensuring that the following Pretrial Services ("Project) requirements are met:
  - A pretrial risk assessment shall be conducted on all eligible persons booked into and detained in actual jail custody on new charges and who are not otherwise released under existing release policies.
  - ii. Assessment and release decision 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 whom a hearing is required.
  - iv. Persons deemed ineligible 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 pre-arraignment and pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.
  - vii. The Project shall be implemented by the Court, in partnership with Probation, on a countywide basis.

#### 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 by Probation include the following:

- Salary and benefits for Probation employees necessary to meet the operational requirements.
- 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. Registration fees for trainings and conferences, with proof of attendance, that are directly related to the Project.
- iv. 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.
- v. Purchase, production, or reproduction of educational and training materials.
- vi. 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. Probation shall maintain and provide to the Court both proof of purchase and proof of distribution to program participants.
- viii. Anyone other than a program participant is 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 Court.
- xi. Probation 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.
- xii. Probation may subcontract with a consultant for training and technical assistance to assist with implementation of a new pretrial risk assessment tool and adoption of revised pretrial policies and practices. The consultant will provide on-site training with Probation staff and justice system partners and will facilitate a collaborative process to revise and adopt effective, evidence-informed policies.

#### 3. INELIGIBLE USES OF AWARD FUNDS

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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:

- 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
- iv. Gift cards, field trip passes, movie tickets, or other incentives

- 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 TRAINING

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The Judicial Council will host meetings related to pretrial services. The Court and Justice Partners shall attend the Pretrial Justice Partner Institute, "PJPI", and attend any future Pretrial Justice Partner trainings.

In addition, Probation may subcontract with a consultant for training and technical assistance to assist with implementation of a new pretrial risk assessment tool and adoption of revised pretrial policies and practices. On-site trainings will be conducted for Probation and Court staff, as well as justice partners, on topics including legal and evidence-based practice in pretrial justice, administering the PSA with high fidelity, and appropriate use of risk assessment within the broader pretrial system.

#### 5. PROJECT SCHEDULE

Probation shall submit data extracts identified in Exhibit C, in a timely manner but no less than 10 days prior to the due date as outlined in Exhibit B, Deliverables.

#### 6. REPORTING AND TRACKING

Data Collection Plan: Data Extracts shall be submitted to the Court, by Probation in CSV or other standard machine-readable format with appropriate data labels and transmitted by a secure file transfer method. Probation shall be responsible for ensuring the data extracts are submitted to the Court no less than 10 days prior to the Due Date as outlined in Exhibit B, Deliverables. Data collection requirements are subject to change by the Judicial Council or the Court. The Court commits to communicating any such changes to Probation in a timely manner.

#### 7. DATA STORAGE

The Court shall store all Data from Probation 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 Probation 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 MOU and its official duties, as permitted by law.
- b. If this MOU expires or terminates, the Judicial Council shall be permitted, in accordance with law, to access, use, and disclose Data previously submitted by the Court and Probation.
- c. Upon discovery or reasonable belief of any data breach, Probation 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 Court or Probation. 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 Court or Probation has done or will do to mitigate the data breach; (v) what corrective action the Court or Probation has taken or will take to prevent future data breaches.

#### 9. MEASURABLE OUTCOMES

- a. The Court, in partnership with Probation, is responsible: for ensuring that the Project is fully operational and fulfilling all Project Requirements, as set forth in Exhibit A, by June 30, 2022.
- b. Probation shall submit Data Extracts for this Project, as identified in Exhibit B, to the Court according to the timeline set by the Judicial Council, as required to measure the outcomes of the Project. The Court shall be responsible for ensuring that the Data Extracts are submitted by each 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 Probation shall submit "Essential data elements" (as set forth in Exhibit C).
  - i. The data elements requested for each agency are listed in Exhibit C.
  - ii. At a minimum, the Court and its justice system partner agencies shall provide all of the "essential data elements".
- d. 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 Exhibit C "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 MOU or termination of this MOU.

#### 10. DATA SYSTEMS AND INTERFACES FOR OPERATIONS

i. Court and Probation will develop and configure data systems and secure data interfaces to support the operation of the Pretrial Services Program by June 30, 2022. Specifics regarding data system and interface development scope and roles will be articulated in an addendum to this MOU, to be signed by the Presiding Judge of the Superior Court and the Chief Probation Officer by January 31, 2021

- ii. Probation will work with Tyler Supervision to develop and implement a pretrial assessment in a platform allowing access to the assessments as needed by Court and Jail staff. All assessment scores and assessment data will be transmitted electronically to the Court's case management system, rather than relying on a paper copy.
- iii. Court will develop and configure a system to allow assessment documents to be shared with judicial officers electronically and stored directly into the Court's case management system and be available to all justice partners. For any pre-arraignment release decisions, the judicial officer will receive the assessment report electronically prior to the arraignment hearing.
- iv. Probation will develop and maintain a court hearing date reminder system that integrates with Probation's case management software, uses multiple modes of contact such as phone, text and email, has Spanish language capability, and accommodates updates to defendant contact information.

**END OF EXHIBIT** 

## EXHIBIT B SCHEDULE OF DELIVERABLES

| Upcoming Data Report Dates (Please note not a complete list) |                                   |  |  |
|--|-----------------------------------|--|--|
| Due Dates:   | Time Period Covered:              |  |  |
| January 14, 2022   | July – December 2021 (FY1 Q1-2)   |  |  |
| April 15, 2022   | January – March 2022 (FY1 Q3)     |  |  |
| July 15, 2022  | April – June 2022 (FY1 Q4)        |  |  |
| October 14, 2022   | July – September 2022 (FY2 Q1)    |  |  |
| January 13, 2023   | October - December (FY2 Q2)       |  |  |
| April 14, 2023   | January – March 2023, (FY2 Q3)    |  |  |
| July 14, 2023  | April – June 2023 (FY2 Q4)        |  |  |
| October 13, 2023   | July – September 2023 (FY3 Q1)    |  |  |
| January 12, 2024   | October – December 2023 (FY 3 Q2) |  |  |
| April 12, 2024   | January – March 2024 (FY3 Q3)     |  |  |
| July 12, 2024  | April – June 2024 (FY3 Q4)        |  |  |

## EXHIBIT C DATA ELEMENTS INVENTORY

Below is a comprehensive list of data elements requested. 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 services program.

Data Elements Requested from Probation:

| Booking | Releas | e Data | Ques | tions: |
|---------|--------|--------|------|--------|
|---------|--------|--------|------|--------|

| ١. | What is the total number of bookings (include all bookings, even if individual is not eligible for pretrial release):  |
|----|--|
| 2. | What is the total number of bookings for a new offense by offense type (misdemeanor or felony):  Misdemeanor  Felony   |
|    | *Note: A booking for a new offense includes a booking type of: "fresh", "on view", "street" and "arrest warrant" (report any category of warrants that may include an "arrest warrant"). |

3. What is total number of individuals booked for a new offense released <u>within two court days</u> by offense type (misdemeanor or felony), and by type of release:

| Within two court days                |   |   |
|--------------------------------------|---|---|
| New Offense                          | M   | F |
| Jail Cite and Release                |   |   |
| Release on Bail                      |   |   |
| Release by Judicial Officer on *O.R. |   | 1 |
| Pretrial Supervision                 |   |   |
| No Charges Filed/Charges Dismissed   | Total Control of Control  |   |
| Charges Resolved (includes by plea)  | 30000 April 100 |   |
| Other                                | The second control of |   |

<sup>\*</sup>O.R. = own recognizance

4. What is the total number of individuals booked for a new offense <u>released after two court days</u> by offense type (misdemeanor or felony), and by type of <u>release</u>: (insert average for each corresponding variable)

| After two court days                 |  |  |
|--------------------------------------|--|--|
| New Offense                          | M  | F  |
| Jail Cite and Release                |  |  |
| Release on Bail                      | a Discount And Oper continues to con-  |  |
| Release by Judicial Officer on *O.R. | - Francisco de la constitución d |  |
| Pretrial Supervision                 |  |  |
| No Charges Filed/Charges Dismissed   |  | The state of the s |
| Charges Resolved (includes by plea)  |  |  |
| Other                                |  | and the second   |

<sup>\*</sup>O.R. = own recognizance

5. What is the average monthly bookings by gender, age, and ethnicity/race? (insert average for each corresponding variable)

| Average Monthly Bookings |       |        |          |       |         |
|--------------------------|-------|--------|----------|-------|---------|
| Gender                   | Male  | Female |          |       |         |
| Age                      | 18-25 | 26-35  | 36-45    | 46-55 | Over 56 |
| Ethnicity/Race           | Asian | Black  | Hispanic | White | Other   |

**END OF EXHIBIT** 

# SEAL OF THE EUREKA

### Superior Court of California, County of Lassen

Mark R. Nareau Presiding Judge Megan Reed Court Executive Officer Robert M. Burns Assistant Presiding Judge

COLINITY OF LASSEN DEODATION

Executive Office 2610 Riverside Drive, Susanville, CA 96130 Telephone: 530-251-8205

December 2, 2025

re: Memorandum of Understanding - Lassen County Probation Department

This memorandum serves as documentation for the extension of the agreement regarding Pretrial Services under SB 129 of the Budget Act of 2021 and extends the contract term to June 30, 2027. The annual allocation awarded to the court for the pretrial program will continue to be split on a 70/30% basis in accordance with the parameters set by the JCC as long as funding continues. All previous terms and conditions remain in effect.

| COUNTY OF LASSEN   | COUNTY OF LASSEN, PROBATION   |
|--|---|
| Ву:  | Ву:   |
| Presiding Judge<br>Superior Court of California, County of Lassen<br>State of California | Chief Probation Officer<br>County of Lassen<br>State of California                  |
| By: Court Executive Officer Superior Court of California, County of Lassen               | COUNTY OF LASSEN Chairman of the Board of County of Lassen State of California  By: |
|  | APPROVED AS TO LEGAL FORM:  |

Lassen County Counsel

DEC 0 4 2025

Approved as to Form