

KERN COUNTY PROBATION DEPARTMENT

Elaine D. Moore
Chief Probation Officer



September 1, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED MEMORANDUM OF UNDERSTANDING WITH SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KERN, AND REQUEST TO APPROPRIATE UNANTICIPATED REVENUE
TO PROVIDE PROPOSITION 36 SERVICES**

(Fiscal Impact: \$115,346; Revenue; State; Not Budgeted; Discretionary)

The Probation Department requests your Board's approval of a proposed Memorandum of Understanding (MOU) with the Superior Court of California, County of Kern (Court), and to appropriate unanticipated revenue for a court hearing officer and pretrial monitoring services. Proposition 36, the "Homelessness, Drug Addiction, and Theft Reduction Act," was approved by California voters in November 2024. This law raises penalties for some drug and theft crimes, allowing prosecutors to charge these crimes as felonies if the defendants had previously committed specified drug and theft offenses. It also gives individuals with two or more prior drug possession convictions the option to join a treatment program instead of serving time in custody, with the possibility of having their cases dismissed if they complete the treatment successfully. The Budget Act of 2025 provided \$20 million to the judicial branch to address the increased workload.

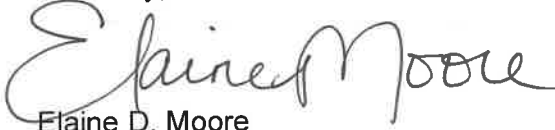
Court and Probation desire to develop, implement and operate an effective program to support processing of both PC 666.1 cases and HS 11395 cases with the allocated funding and anticipated ongoing future funding allocations by the Judicial Council to the Court, consistent with the provisions of Proposition 36. This law will increase the number of individuals arrested for felony offenses and awaiting trial. Furthermore, the law requires the court to create a courtroom to oversee those who decide to participate in drug treatment pursuant to the provisions of HS 11395. The Probation Department will contract with the Court specifically to provide a probation officer in the mandated treatment courtroom to facilitate expeditious and informed decision-making, and provide pretrial monitoring, and court notification and related services, reasonably necessary to promote public safety and court appearance. Based on the specific allocation to the Court, the Probation Department is eligible to receive an amount not to exceed \$115,346 annually.

County Counsel has approved the MOU as to form. The County Administrative Office is in concurrence with this request.

The Department is requesting to recognize unanticipated revenue in fund 1000FD, department 1157CC, revenue category 1446RC – Other Services, in the amount of \$115,346 and appropriate \$90,346 in spend category 1007SC Salaries & Wages – Regular and \$25,000 in spend category 1101SC Professional & Special Services.

Therefore, IT IS RECOMMENDED that your Board approve the proposed Memorandum of Understanding with the Superior Court of California, County of Kern to provide Proposition 36 services effective September 1, 2026, in an amount not to exceed \$115,346 annually, authorize the appropriation of unanticipated revenue in the amount of \$115,346, authorize the Chairman to sign the Memorandum of Understanding, and authorize Auditor-Controller to process specified budgetary adjustments and accounting transactions.

Sincerely,

A handwritten signature in cursive script that reads "Elaine Moore". The signature is written in dark ink and is positioned above the printed name and title.

Elaine D. Moore
Chief Probation Officer

jjm/rlv

Attachment

cc: County Administrative Officer
Auditor-Controller-County Clerk



Budget Amendment: 2027 - Adopted Budget
Structure - Production/Gold Version on
08/21/2026 : BUDAMD2700130

02:40 PM
08/21/2026
Page 1 of 2

Details and Process

For Budget Amendment: 2027 - Adopted Budget Structure - Production/Gold Version on 08/21/2026 : BUDAMD2700130
Overall Process Budget Amendment: 2027 - Adopted Budget Structure - Production/Gold Version on 08/21/2026 : BUDAMD2700130
Overall Status In Progress
Due Date 08/22/2026

Details

Budget Amendment Budget Amendment: 2027 - Adopted Budget Structure - Production/Gold Version on 08/21/2026 : BUDAMD2700130
Company Kern County
Budget Template Adopted Budget Structure - Production/Gold Version : FY27 Operating Budget - Adopted
Budget FY27 Operating Budget - Adopted
Amendment ID BUDAMD2700130
Amendment Date 08/21/2026
Description Appropriate unanticipated revenue - Prop 36
Amendment Type Board Amendment
Balanced Amendment Yes
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	Spend Category	Revenue Category	*Cost Center	Designation	*Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
2027 Year (FY27 Operating Budget - Adopted)	6050:Services & Supplies	1101SC - Professional & Specialized Services (PSS)		1157CC Probation		Fund: 1000FD General Fund	\$25,000.00	\$0.00	FY27 Board Approved Budget	
2027 Year (FY27 Operating Budget - Adopted)	6000:Salaries & Employee Benefits	1007SC - Salaries & Wages - Regular		1157CC Probation		Fund: 1000FD General Fund	\$90,346.00	\$0.00	FY27 Board Approved Budget	
2027 Year (FY27 Operating Budget - Adopted)	4375:Charges For Services		1446RC - Other Services for Governmental Agencies	1157CC Probation		Fund: 1000FD General Fund	\$0.00	\$115,346.00	FY27 Board Approved Budget	

1 Probation - MOU Prop 36 Services.pdf

File Name 1 Probation - MOU Prop 36 Services.pdf
Content Type application/pdf
Updated By Jeb Blain
Upload Date 08/21/2026 02:40:16 PM
Comment Board letter and MOU



Budget Amendment: 2027 - Adopted Budget
Structure - Production/Gold Version on
08/21/2026 : BUDAMD2700130

02:40 PM
08/21/2026
Page 2 of 2

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/21/2026 02:40:17 PM	08/22/2026	Jeb Blain	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	08/21/2026 02:40:17 PM	08/22/2026	Jeb Blain (Cost Center Manager)	1	
Budget Amendment Event	Approval by Project Manager	Not Required		08/22/2026		0	
Budget Amendment Event	Approval by Project Hierarchy Manager	Not Required		08/22/2026		0	
Budget Amendment Event	Approval by Budget Manager	Awaiting Action		08/23/2026	Alejandro Alva (Budget Manager)	10	
					Amanda Ruiz (Budget Manager)		
					Antoinette Woods (Budget Manager)		
					Elsa Martinez (Budget Manager)		
					Eric Nisbett (Budget Manager)		

Remaining Process

Click on the button below to review remaining process details.



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
MEMORANDUM OF UNDERSTANDING
for
PROPOSITION 36 SERVICES
(Kern County Probation Department)**

This Memorandum of Understanding for services provided using Proposition 36 funding (hereinafter "MOU") is entered into between the Superior Court of California, County of Kern ("Court") and the County of Kern, a political subdivision of the State of California ("County") which contains the constituent Kern County Probation Department ("Probation"), and sets forth the terms, conditions and understanding of the respective Parties regarding the implementation and operation of a program for support of cases that fall under Proposition 36 funding within the County of Kern. County, Probation, and Court may be individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS Proposition 36 provides funding to be used in support of processing both Penal Code § 666.1 cases ("PC 666.1") and Health and Safety Code § 11395 cases ("HSC 11395"), as well as its required data collection, and appropriates funding to the Judicial Council of California ("Judicial Council") to be allocated and distributed to the superior courts for these purposes;

WHEREAS Proposition 36 funding can be used by court staff to support the increased workload or to contract with justice system partners, such as mental health or probation;

WHEREAS Court plans to use Proposition 36 funding to support the work associated with developing a collaborative system to process its Proposition 36 cases;

WHEREAS Reporting will be established, and comprehensive guidance regarding these obligations will be provided; and

WHEREAS Court and Probation desire to develop, implement and operate an effective program to support processing of both PC 666.1 cases and HSC 11395 cases with the allocated funding and anticipated ongoing future funding allocations by the Judicial Council to the Court, consistent with the provisions of Proposition 36 and existing law, and enter into this MOU accordingly.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. TERM

This MOU is effective as of the date of the final signature by the parties, and will automatically renew annually, unless otherwise amended by mutual agreement of the parties, is terminated pursuant to Section 17, *infra*, or funding allocations are not available in accordance with the provisions of this MOU.

2. DEFINITIONS

The following words and phrases have the meanings stated:

- 2.1 “Court” means the Superior Court of California, County of Kern.
- 2.2 “County” means the County of Kern.
- 2.3 “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 Court or Probation.
- 2.4 “Invoice” refers to a form by which Probation may seek payment or reimbursement of Qualified Program expenses in accordance with the provisions of this MOU.
- 2.5 “Judicial Council” means the Judicial Council of California.
- 2.6 “MOU” and “Agreement” refer to this Memorandum of Understanding for electronic monitoring Services, and include the following attachments, all of which are made a part of this MOU:
 - Attachment – A (Payment Provisions)
 - Attachment – B (Work to be Performed)
 - Attachment – C (Schedule of Deliverables)
 - Attachment – D (Certification re: Unruh Civil Rights Act, and California Fair Employment and Housing Act)
 - Attachment – E (Invoice)
 - Attachment – F (Quarterly / Annual Budget Summary)
- 2.7 “Electronic Monitoring Services” refers to electronic monitoring tracking as deemed necessary by the judicial officer or Court Hearing Officer in Proposition 36 cases.
- 2.8 “Probation” means the Kern County Probation Department of the County of Kern.
- 2.9 “Program” refers to the development, implementation and operation of an effective program consistent with the purposes and provisions of Proposition 36 and existing law, using funding provided in the fiscal year 2025-2026, and anticipated ongoing future funding allocations by Judicial Council to Court.
- 2.10 “Qualified Program Expense” refers to an acceptable use of Program funds, as described in this MOU.
- 2.11 “Proposition 36” is known as the Homelessness, Drug Addiction, and Theft Reduction Act, whose focus is to increase accountability for certain drug and theft crimes as defined in Penal Code section 666.1 and Health and Safety Code section 11395. A key component is the creation of a “treatment-mandated felony” process, allowing courts to mandate treatment for individuals with repeat drug convictions. Successful completion of treatment results in the dismissal of charges.
- 2.12 “Step-down” refers to an incentive action where a defendant being monitored by probation is moved down to a lower level of monitoring based on specified period of satisfactory compliance on monitoring, subject to judicial discretion, including possible reduction to a level without probation monitoring.
- 2.13 “Work” is defined in Attachment – B (Work to be Performed).

3. GOALS

The Program goals are those stated in Proposition 36, and include, without limitation, that:

- 3.1 Proposition 36 allows people who possess illegal drugs to be charged with a “treatment-mandated felony,” instead of a misdemeanor, in some cases. Specifically, this applies to people who (1) possess certain drugs (such as fentanyl, heroin, cocaine, or methamphetamine) and (2) have two or more past convictions for some drug crimes (such as possessing or selling drugs). These people would generally get treatment, such as mental health or drug treatment. Those who finish treatment would have their charges dismissed. Those who do not finish treatment could serve up to three years in state prison. This change undoes some of the punishment reductions in Proposition 47.

Proposition 36 necessitates, in furthering its goal that Court:

- a) Hold special court hearings
- b) Provide court staffing resources to facilitate the processing of Proposition 36 cases

And that Probation:

- a) Provide Court Hearing Officer(s)
- b) Provide continued pretrial monitoring through either a dismissal, step-down or a sentencing, including, but not limited to, Electronic Monitoring Services

4. FUNDING

4.1 Funding Allocations

Proposition 36 funding will be determined and distributed by Judicial Council.

4.2 Disbursement of Funds

Judicial Council is responsible for distributing funds that are allocated to Court. The funds will be disbursed through the State Controller’s Office apportionment process. As long as funding is available, Court will reimburse Probation for qualified program expenses incurred pursuant to Attachment – A (Payment Provisions), which is incorporated herein by this reference.

4.3 Commencement of Funding

If the MOU is fully executed and returned to Court by June 29, 2026, Probation may submit an invoice for Qualified Program Expenses incurred as of January 1, 2026, in accordance with this MOU. As a condition of Qualified Program Expenses incurred as of January 1, 2026, Probation must brief Court on those costs by June 30, 2026. Otherwise, Qualified Program Expense reimbursement shall commence July 1, 2026

4.4 Funding Beyond Current Appropriation Years

It is expressly agreed and understood that the total reimbursement amount available to Probation for Qualified Program Expenses under this MOU shall be subject to the annual allocations allowed under Proposition 36 funding. Reimbursements for Qualified Program Expenses will be issued to Probation as set forth in Attachment – A (Payment Provisions), which is incorporated herein by this reference.

Funding for this MOU beyond the current appropriation years is conditional and assumes that sufficient ongoing funding will be appropriated and allocated by Judicial Council to Court to support the Program. In the event sufficient funds are not appropriated or allocated, this MOU may have to be modified or terminated.

5. ACCEPTABLE USES OF PROGRAM FUNDS

- 5.1 Acceptable uses of Program funds (referred to in this MOU collectively as “Qualified Program Expenses”) include:
- a) Court Hearing Officer expenses for cases that fall under PC 666.1 and HSC 11395.
 - b) Monitoring Service expenses, including Electronic Monitoring expenses for PC 666.1 and HSC 11395 cases.
 - c) Court staffing and other expenses for the support of PC 666.1 and HSC 11395 cases.

6. UNAUTHORIZED USE OF FUNDS

Any expenses that fall outside of the support, processing, and administration of cases under PC 666.1 and HSC 11395 shall be considered an unauthorized use of funds.

7. PROBATION WORK TO BE PERFORMED; SCHEDULE OF DELIVERABLES

Probation will timely complete the work described in Attachment – B (Work to be Performed), which is incorporated herein by this reference.

8. PROGRAM TRAINING

Court and Probation may participate in available Program training sessions offered by Judicial Council or other providers, as feasible. Court and Probation may offer training sessions to Probation officers and staff, Judicial Officers, and/or lawyers and use funds to facilitate such training.

9. INVOICES FOR REIMBURSEMENT

- 9.1 For reimbursement of Qualified Program Expenses, Probation must submit an invoice to Court, or its designee, using a form substantially similar to Attachment – E (Invoice), incorporated herein by this reference (referred to herein as “Invoice.”)
- 9.2 For Qualified Program Expenses paid or incurred, Probation may submit to Court an Invoice for such expenses on a quarterly basis, in accordance with Attachment - C (Schedule of Deliverables).

10. REPORTING PROCESS

- 10.1 Judicial Council is responsible for evaluating programs funded under Proposition 36 and reporting to the legislature. Court and Probation will cooperate with one another and will collect required reporting data, information and documentation.
- 10.2 All required reporting documents must be submitted with backup documentation in raw data format to reflect data calculated or specified.
- 10.3 The content and format of data, information and documentation which must be reported by Court and Probation, may change from time to time. Such changes may require that this MOU, or an attachment, be modified. When Court becomes aware that Judicial Council requires different or additional reporting data, information or documentation, or a different format, Court will give Notice to Probation.
- 10.4 Probation will submit to Court the data, information and documentation described in Attachment

- C (Schedule of Deliverables), and Attachment F (Quarter/Annual Budget Summary). Attachment F (Quarterly/Annual Budget Summary), and Attachment C are incorporated herein by this reference.

11. DATA STORAGE

Court will store Program-related data that it receives from Probation on a secure server. Court will implement and maintain appropriate administrative, physical, technical, and procedural safeguards against the destruction, loss, misuse, or unauthorized disclosure, access, or alteration of such Program-related data.

12. DATA ACCESS AND USE

12.1 Judicial Council may access and use Court and Probation generated data to fulfill statewide Proposition 36 goals, including, but not limited to, reports to legislative bodies, committees and governmental agencies.

12.2 Court and Probation will give Notice to the other promptly upon discovery of a Data Breach or a reasonable belief that a Data Breach has occurred related to Program data. The Notice must describe: (a) the nature of the Data Breach; (b) the data accessed, used or disclosed; (c) who accessed, used, disclosed, and/or received data (if known); (d) what Court or Probation has done or will do to mitigate the Data Breach; and (e) what corrective action Court or Probation has taken or will take to prevent future Data Breaches.

13. JUDICIAL COUNCIL RESOURCES

It is anticipated the Judicial Council will provide technical assistance, education and training regarding best practices and programs related to Proposition 36 decision-making. Court and Probation will cooperate with one another in sharing information related to such best practices and programs.

14. SUSPEND WORK ORDER

14.1 Court may, at any time, issue a Suspend Work Order which requires Probation to stop all, or any part, of the Work under this MOU for a period up to ninety (90) days after Notice of the Suspend Work Order is delivered to Probation. Court and Probation may agree to modify the duration of the Work suspension. The Suspend Work Order must be specifically entitled "Suspend Work Order," and must refer to this provision of the MOU.

14.2 Upon receipt of a Suspend Work Order, Probation must immediately comply with its terms and take all reasonably necessary steps to minimize Qualified Program Expenses and Work described in the Suspend Work Order during the period of work stoppage.

14.3 Within ninety (90) days after the date Probation is given Notice of a Suspend Work Order, or within any extension of time to which Court and Probation agree, Court must either: (a) cancel The Suspend Work Order, or (b) terminate the Work covered by the Suspend Work Order in accordance with the termination provisions of this MOU.

14.4 Court will reimburse Probation for Qualified Program Expenses and costs incurred by Probation directly related to a Suspend Work Order.

14.5 If a Suspend Work order is canceled or the period of the Suspend Work Order or any extension thereof expires, Probation will resume work and services under this MOU.

15. RECORDS AND RIGHT TO AUDIT

15.1 Probation must maintain such data, books, documents, and records as are reasonably necessary to certify the performance or completion of Work, and the nature and amount of all Qualified program Expenses for which Probation has submitted, or intends to submit, an Invoice for payment or reimbursement under this MOU. Probation must make such data, books, documents, and records available for inspection, copying and audit upon reasonable Notice by Court. Such data, books, documents, and records must remain available for subsequent audit by Court at any time during the term of this MOU and must be retained by Probation for audit for a period of five (5) years after the final payment or reimbursement to Probation under this MOU.

15.2 Probation must establish and maintain an adequate system of accounting, financial record-keeping, and internal controls to account accurately for Work Performed under this MOU, and for funds paid, received or disbursed under this MOU, in accordance with applicable federal and state requirements.

16. CERTIFICATION – UNRUH CIVIL RIGHTS ACT, and CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

Upon execution of this MOU, and from time to time thereafter as may be required by law, Probation will sign a certification in a form substantially similar to Attachment – D (Certification re: Unruh Civil Rights Act, and California Fair Employment and Housing Act), attached hereto and incorporated herein by this reference.

17. TERMINATION

17.1 This MOU may be terminated without cause by either party giving thirty (30) calendar days advance Notice to the other. Such Notice must be in writing, and must state the effective date of the termination, and describe the obligations under this MOU that the party giving Notice expects the other party to perform before the expiration of the thirty (30) day period.

17.2 Upon receipt of a Notice of termination from Court, Probation will promptly discontinue all Work affected by the Notice, unless the Notice specifies otherwise. Notice may provide for the continuation of certain specified Work or services for a specified duration. Probation may invoice Court, with appropriate supporting documentation, reasonable costs incurred due to an early termination of the MOU, including staff and operational costs. Court's obligation to pay such costs is subject to the availability of funds from ongoing Proposition 36 funding.

18. NO SUPPLANTATION

Probation certifies in good faith, by signing this MOU, that no nonfederal, state or county funds will be supplanted by virtue of this MOU or the anticipated payments or reimbursements for Qualified Program Expenses under this MOU. Payments and reimbursements to Probation may not be used to supplant, replace or offset previously allocated funding for salaries of current Probation officers, personnel or staff.

19. LOBBYING

Funds allocated or disbursed under this MOU may not be used, indirectly or directed, to influence executive orders or similar promulgations by federal, state, or local agencies or officials, nor may such disbursements be used to influence the passage of, or defeat, any federal, state or local legislation.

20. POLITICAL ACTIVITIES

Funds allocated or disbursed under this MOU may not be contributed or made available to a political party or association, or to the campaign of any candidate for public or party office. Funds allocated or disbursed

under this MOU may not be used to advocate or oppose a ballot measure, initiative, or referendum. Probation and its employees may not identify Court with any partisan political activity, or any nonpartisan political activity associated with a political party, or the association or campaign of any candidate for public or party office.

21. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other confidential information, including data and data analyses, relating to Court's or Probation's operations under this MOU that are designated "confidential" or which a reasonable person would deem to be confidential, must be protected by the other Party from unauthorized use and disclosure and cannot be disclosed without written consent by the other Party; however, nothing in this providing is intended to restrict Court or Probation from disclosing data, information and documents where such disclosure is permitted or required from time to time by law, court order, or this MOU.

22. DATA ANALYSES

Probation will cooperate with Court and Judicial Council in using, reproducing, displaying, and distributing data and data analyses that Probation may create or generate as part of its Work under this MOU.

23. INSURANCE REQUIREMENTS

County represents that it is self-insured for General Liability, Automobile Liability, and Worker's Compensation for Work that will be performed under this MOU.

24. COMPLIANCE WITH LAW

This MOU is entered into within California and must be construed in accordance with the laws of the State of California.

25. SEVERABILITY

If any provision of this MOU is found to be illegal or unenforceable, that provision will be deemed severed, and the remaining provisions of the MOU will remain in full force and effect.

26. TIME OF THE ESSENCE

Time is of the essence of Probation's and Court's performance under this MOU.

27. COUNTERPARTS

This MOU may be executed in counterparts, which, when combined, will constitute an original MOU.

28. DISPUTE RESOLUTION

Parties must cooperate and must attempt in good faith to resolve any dispute that arises under this MOU informally and promptly.

29. INDEPENDENT CONTRACTOR

29.1 Probation and its agents, employees, associates, and subcontractors work independent of Court, and are independent contractors, not Court employees. Nothing in this MOU is intended to create, nor shall it be construed as creating an employer-employee relationship, joint venture relationship, or an agency relationship with Court, nor may Court direct or control the

professional manner in which Probation performs the Work required under this MOU. However, Probation's Work under this MOU must be provided in a manner consistent with this MOU and with the professional and legal standards governing such services.

29.2 In performing services under this MOU, Probation and its agents, employees, associates and subcontractors acquire no right or benefit that may accrue to a Court officer or employee.

29.3 As it pertains to the services provided under this MOU, Probation and Court each assumes responsibility for its own acts or omissions, and the acts or omissions of its agents, employees and associates.

30. INDEMNITY

Court and Probation each agree to fully indemnify the other for, and to hold free and harmless the other, and the agents, employees, officers, judicial officers, subordinate judicial officers, directors and board members of the other from, any claim, expense, cost, infringement of a copyright or trade secret, damage to or destruction of property, or damages or liability imposed for injury (as defined in Government Code section 810.8), arising from the negligent act or omission, or willful misconduct, of the indemnifying party, or its agent, employee, officer, judicial officer, subordinate judicial, director or board member, related to, or in any way connected with, the Work, decisions or services authorized, delegated or performed under the MOU. Neither party, nor any agent, employee, officer, judicial officer, subordinate judicial officer, director, or board member of a party, will be held responsible for any damage or liability arising from the negligent act or omission, or willful misconduct, of the other party or any agent, employee, officer, judicial officer, subordinate judicial officer, director or board member of that other party, in connection with or arising from the Work, services, decisions, authority or jurisdiction delegated to such other parties under the MOU.

31. NOTICES

31.1 Any notice, demand, request, consent, or approval that either Party hereto may, or is, required to give the other pursuant to this MOU must be in writing and either personally delivered or sent by 1st Class U.S. mail (referred to herein as "Notice"). If an email address is provided in this provision of the MOU, email sent to that email address suffice as Notice under this MOU, provided such emailed Notice is followed within one (1) business day by mailed Notice.

TO COURT:	TO COUNTY PROBATION DEPARTMENT:
Superior Court of California, County of Kern Attn: Tara Leal, Court Executive Officer 1415 Truxtun Avenue Bakersfield, CA 93301 Email: Tara.Leal@kern.courts.ca.gov	Kern County Probation Department Attn: Victor Cotera 2005 Ridge Road Bakersfield, CA 93305 Email: coterav@kernprobation.org

31.2 Either Party may change the address to which Notice must be delivered by giving Notice of that change. Notice of such a change is effective three (3) calendar days after it is given.

31.3 For the routine exchange of information, the following personnel shall act as the representatives of the respective Parties:

Court Program Manager:	Name: Marlyn Garcia Title: Multi-Divisional Court Manager Phone: (661) 310-6202 Email: Marlyn.Garcia@kern.courts.ca.gov
Probation Department:	Name: Victor Coter Title: Probation Deputy Chief Phone: (661) 868-4185 Email: coterav@kernprobation.org

32. AMENDMENTS

- 32.1 This MOU may be modified or amended only in writing signed by the duly authorized representative of both Court and Probation.
- 32.2 The waiver of a provision of this MOU on one or more occasions may not be considered a waiver of that same provision on any other occasion.

33. ENTIRE MOU

Headings or captions in this MOU are used solely for the convenience of the Parties, and are not part of this MOU, nor should they be used to interpret or determine the validity of the MOU. The MOU was negotiated and drafted by both Court and Probation, and neither Party "prepared" the MOU for purposes of California Civil Code section 1654. Any ambiguity should not be construed most favorably for or against Court or Probation by reference to who drafted it, as all parties participated equally. All provisions of the MOU should be interpreted reasonably, in light of the purposes of the MOU. This MOU constitutes the entire and final understating of Parties regarding the subject of the MOU, and supersedes all prior or contemporaneous negotiations, representations, understanding and discussions.

34. SIGNATURE AUTHORITY

The individuals signing this MOU on behalf of Parties certify that they have the authority to do so.

Court:
Superior Court of California
County of Kern

By: John Lua
Honorable John Lua
Title: Presiding Judge

Date: 8/20/2026

APPROVED AS TO FORM:
Office of the County Counsel

By: Kathleen Rivera
Kathleen Rivera
Title: Chief Deputy County Counsel

Date: 8/20/2026

Probation:
Kern County Probation Department

By: Elaine Moore
Elaine D. Moore
Title: Chief Probation Officer

Date: 8/20/2026

COUNTY OF KERN

By: _____
Chairman, Board of Supervisors
"County"

Date: _____

Attachment – A
(Payment Provisions)

1. CONTRACTUAL AND REGULATORY COMPLIANCE

Funds allocated to Program under this MOU must be used for the purposes established by Proposition 36 and this MOU must not be used for any other purpose.

2. CONTRACT AMOUNT

2.1 The maximum reimbursement for qualified program expenses from Court to Probation under this MOU for the work set forth in Attachment – B (Work to be Performed) are the total amounts listed in the following schedule:

Qualified Program Expense	Rate	Annual Not to exceed Reimbursement Amount
Court Hearing Officer	0.50 FTE	\$90,346
Monitoring (estimate)		\$25,000.00

3. MANNER OF REIMBURSEMENT

- 3.1 Court will reimburse Probation for the Work performed under this MOU, described in Attachment – B (Work to be performed). Probation will provide Invoices with budget summaries with all supporting documentation, in raw data format justifying reported calculations on a quarterly basis.
- 3.2 As listed in Attachment – C (Schedule of Deliverables), Probation shall submit one original invoice for payment for the qualified program expenses rendered under this MOU.
- 3.3 All invoices must include a signature, an invoice number, the fiscal year the qualified program expenses were rendered, Probation's Federal Taxpayer Identification Number, address, and remittance address (if different).
- 3.4 Court shall reimburse Probation within thirty (30) days of approved invoice. If Probation's invoice is submitted after the due date listed in Attachment – C (submitted after the due date listed in Attachment – C (Schedule of Deliverables), Court will hold reimbursement until all documents are submitted and approved.
- 3.5 Probation shall submit all required documentation, as listed in Attachment – C (Schedule of Deliverables) and supporting documents to:

Purchasing@kern.courts.ca.gov (Preferred)

Or

Superior Court of California, County of Kern
Attention: Finance Department
1415 Truxtun Avenue
Bakersfield, CA 93301

- 3.6 The email may change from time to time, and Probation will be notified in accordance with the Notice Provisions of the MOU.

4. ESTIMATED EXPENSES FOR FISCAL YEAR-END

As set forth in Attachment – C (Schedule of Deliverables), not later than two (2) weeks prior to fiscal year-end (June 30th of each year), Probation will deliver a good faith estimate of the qualified program expense summary for the 4th quarter of the current fiscal year. The estimated quarterly invoice will be utilized by Court as the accrual calculation.

5. INTEREST OR LATE CHARGES

In no event shall Court or the State be liable for interest or late charges for late reimbursement.

Attachment – B
(Work to be Performed)

1. Probation shall undertake and perform all the following work described in this Attachment – B (“Work to Performed”) (hereinafter the “Work”) in accordance with the MOU:
 - 1.1 Provide Court Hearing Officer
 - 1.1.1 At the hearing the Court Hearing Officer will provide to Court: the date the participant entered treatment, where the participant is receiving treatment, advise Court on any new arrests, court cases and/or unrelated court cases the participant may have, custody status of the participant, status of screening and assessments, and progress reports.
 - 1.1.2 In addition to the information set forth in 1.1.1, the Court Hearing Officer will appear at exclusion hearings, provide recommendations, custody credits, and an Automated Firearms System update. The Court Hearing Officer will also appear at any sentencing hearings following exclusion from Prop 36 Treatment Court and provide any needed Pre Sentence Investigation Reports.
 - 1.1.3 All information listed in 1.1.1 and 1.1.2 will be provided at Metro Court Hearings and made available to the Court for Multi-Divisional Court Hearings.
 - 1.2 Provide Monitoring Services for Prop 36 participants as needed through final disposition of their case or step-down, including, but not limited to electronic monitoring. Nothing in this MOU should be construed to expand the maximum amount of electronic monitoring devices allocated for the Kern County pretrial monitoring program.
 - 1.3 Provide reporting as required by the Judicial Council of California for metrics 1.1 and 1.2 of this Attachment – B.

Attachment – C
(Schedule of Deliverable)

1. Probation will submit to Court the following described data, information and documents, for the time periods specified, by the submission dates specified:
 - 1.1 Number of Prop 36 participants, case numbers, monitoring levels, monitoring start dates, termination dates, dispositions, number of participants each treatment provider services.
 - 1.2 Any significant challenges that have developed and how they were or will be addressed.
 - 1.3 Any other information as required by the Judicial Council.
 - 1.4 Any other information as ordered by the Court.
2. Reporting shall be provided to the Court within 15 days after the close of a performance period.
3. Performance periods are as follows:
 - 3.1 January – March
 - 3.2 April – June
 - 3.3 July – September
 - 3.4 October – December

Attachment – D

(CERTIFICATION re: Unruh Civil Rights Act, and California Fair Employment and Housing Act)

Pursuant to Public Contract Code section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Court for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Court for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with a Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the a United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in a Violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); and
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with a Federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT
CERTIFICATION**

Attachment – E
(Work to be Performed)
Invoice for Qualified Program Expenses

County of Kern, Probation Department
2005 Ridge Road
Bakersfield, CA 93305

Date:
Fiscal Year Quarter:
Invoice Number:
Federal ID Number:

Bill to:
Purchasing@kern.courts.ca.gov

Or
Superior Court of California, County of Kern
Attn: Finance Department
1415 Truxtun Avenue
Bakersfield, CA 93301

DESCRIPTION	AMOUNT
Project Total – Attachment – F (Quarterly / Annual Budget Summary) WBS NO.: O-158300	
Total	

The undersigned hereby certifies that all the items and expenses listed on Attachment – F (Quarterly / Annual Budget Summary), for which Probations seeks reimbursement are Qualified Program Expenses within the meaning of the MOU for Proposition 36 services.

Dated: _____

Kern County Probation Department

By _____
Signature

Printed Name and Title of person signing

Attachment – F
(Quarterly/Annual Budget Summary)

Proposition 36 Service Provider: _____

Fiscal Year: _____

Fiscal Year Quarter: _____

Position	Computation = Monthly Salary (include benefits) x FTE	Cost