

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

909



FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 8/20/09
DATE
MARSHAL VICTOR

FROM: Executive Office

SUBMITTAL DATE:
August 13, 2009

SUBJECT: Contract for Services between the County of Riverside and the Superior Court of California, County of Riverside

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman to sign all copies of the attached service agreement between the County of Riverside and the Superior Court of California.

BACKGROUND: The Lockyer-Isenberg Trial Court Funding Act of 1997 provided a mechanism for the state to fund local trial court functions. In 2001 the County entered into a contract with the Court to ensure that services to the citizens of Riverside County would continue uninterrupted. That agreement was amended in 2004. The attached agreement was developed by Court and County staff and reflects current services provided by each. There are no substantive changes. There were editorial corrections, language clarifications and updates to comply with current state codes.

The agreement ensures that existing services continue uninterrupted. The amended attachments for security services the Sheriff provides the Court will be presented separately in November.

[Signature]
Elizabeth J. Olson, Sr. Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Gary M. Christmas

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

3.7

CONTRACT FOR SERVICES
THE COUNTY OF RIVERSIDE AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

This Contract for Services ("**Agreement**") is made and entered into between the Superior Court of California, County of Riverside ("**Court**") and the County of Riverside ("**County**") (individually, "**Party**" and collectively, "**Parties**"). Pursuant to *California Government Code* § 77212, the parties desire to continue to receive and provide the specific services enumerated herein. This Agreement replaces and supersedes the Contract for Services between the Court and County effective January 1, 2005 ("**2005 Contract**").

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
TERM AND EFFECTIVE DATE OF AGREEMENT

1.0 TERM AND EFFECTIVE DATE

This Agreement shall become effective on _____, 2009, and shall remain in effect for three (3) years, unless terminated or modified according to the provisions stated herein.

ARTICLE 2
TERMINATION

2.0 TERMINATION

Unless otherwise specifically provided herein, this Agreement may be terminated in whole or in part by either party, at any time and for any reason, upon 120 days written notice of termination to the other party.

2.1 EFFECTIVE DATE OF TERMINATION

Upon a party's timely delivery of such written notice of termination, each party's obligation(s) as specified in the written notice shall terminate as of the first day of the succeeding fiscal year in which the written notice is given (*California Government Code* § 77212 (b) and (c)).

ARTICLE 3
COST OF COUNTY SERVICES

3.0 COST OF SERVICE

Unless otherwise stated in the Agreement, County services shall be provided to the Court at a rate not to exceed the costs of providing similar services to County departments or special districts.

ARTICLE 4
PAYMENT FOR SERVICES

4.0 COMPENSATION

In consideration of services provided by the parties hereto, payments shall be made as specifically stated in this Agreement.

4.1 INDIRECT OR OVERHEAD COST RATES

The amount of the Indirect or Overhead Cost Rate ("**ICR**") relative to the services provided under this Agreement shall be disclosed to the other party as provided in *California Government Code* § 77212(d). This amount shall exclude items that are not allowable court operations costs as defined in *California Rule of Court* 10.810. The County rates for services are recalculated annually and approved by the Board of Supervisors. County charges will reflect only those actual costs incurred by the County for provision of the services, and billing will be accompanied by sufficient detail to confirm the validity of the charges. The parties will cooperate with each other in clarifying any billing issues.

4.2 PARTIES' DISPUTES FOR PAYMENT OF SERVICES

Parties agree that if there is a dispute regarding payment of services, the parties shall continue to provide the service and continue to make payment(s) for the non-disputed portion(s) of services of each invoice.

**ARTICLE 5
SUBMISSION OF INVOICES**

- 5.0 When submitting invoices to the Court for payment, the County will identify the specific service and itemize costs associated with the service rendered. All invoices shall be accompanied by sufficient expenditure detail to confirm the validity of the cost.
- 5.1 Unless otherwise stated, the County shall submit invoices for services from the prior month, by the 15th day of each month, to the Court's Fiscal Services Unit located at the Historic Courthouse – 3rd Floor, 4050 Main Street, Riverside, CA 92501. If the 15th day falls on a Saturday, Sunday or Court holiday, the voucher shall be submitted on the next business day.
- 5.2 Invoices and purchase orders submitted by either party shall not be considered an Amendment to the Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**ARTICLE 6
HUMAN RESOURCES**

6.0 SCOPE OF SERVICES

The County Human Resources Department shall provide the Court and their employees with the following services:

a. SHORT-TERM DISABILITY

The Court having paid all required premiums to the County, the County shall pay all approved short-term disability claims for trial court employees that were filed on or before December 31, 2008.

b. EMPLOYMENT AND HISTORICAL RECORDS

The County shall provide the Court with view capability (“**inquiry access only**”) to all systems, files, and databases containing Human Resources, employment, payroll, and historical data relating to trial court employees and the Court, including, but not limited to OASIS/PEOPLE SOFT, ALPHA, and any other system where such information may be stored. The County will not charge the Court for providing this capability.

6.1 TRIAL COURT EMPLOYEE

The definition of a “trial court employee” shall be that definition found in *California Government Code* §§ 71601 (l) and (m), as may be amended from time to time.

**ARTICLE 7
REVENUE COLLECTION AND ENHANCED COLLECTIONS**

7.0 REVENUE SHARING

The following revenues related to Court Operations will be distributed as follows:

a. REALIGNMENT REVENUE

Consists of the following revenues: state penalties (*California Penal Code* § 1464), county criminal fines (*California Penal Code* § 1463.001), county traffic fines (*California Penal Code* § 1463.001), and traffic school (*California Vehicle Code* §§ 42007, 42007.1). The target goal identified by mutual agreement of the County and Court shall be \$13,328,445, as specified in *California Government Code* § 77201(b)(2) as the County's Maintenance of Effort. All such revenue collected beyond this amount that is retained locally will be split evenly between the County and Court.

b. NON-REALIGNMENT REVENUE

Consists of the following revenues: proof of correction fees, county traffic (25%), health and safety, traffic school fines (23%), criminal (25%), small claims fees, and civil/family law fees. The target goal identified by mutual agreement of the County and Court shall be \$6,100,000.

All revenue collected beyond this amount will be split evenly between the County and Court.

c. STATUTORY REVENUE

All revenue related to costs incurred by either the Court or County shall be retained in accordance with statute.

d. OTHER REVENUE, REIMBURSEMENTS, COSTS

All other fines/fees/forfeitures/penalties/assessments not specified in this Agreement, shall be distributed in accordance with *California Government Code* §§ 68085 and 68085.5 and all other applicable statutes. In the absence of statutory authority, reimbursement monies shall be distributed to the entity performing the function or incurring the cost.

7.1 ENHANCED COLLECTIONS

a. The parties' respective obligations are as follows:

- (1) Commencing on or about July of 1995, the Court implemented and managed a comprehensive program to collect delinquent fees, fines, forfeitures, penalties, and assessments on behalf of the County. Pursuant to *California Penal Code* § 1463.010(b), the parties shall maintain the collection program that was in place on January 1, 1996. Accordingly, the Court shall continue to manage the Enhanced Collection Division ("ECD") as set forth in *California Penal Code* § 1463.007.
- (2) The County shall provide office space for ECD through a lease arrangement paid for by collections pursuant to *California Penal Code* § 1463.007.
- (3) The Court shall continue to manage/operate ECD in accordance with *California Penal Code* §§ 1463.007 and 1463.010, in a manner to maximize revenue.
- (4) The Court shall operate ECD within the budget established for the each fiscal year.
- (5) The Court shall develop and implement reporting tools to obtain data normally utilized in collections programs to measure the efficiency and effectiveness of collection efforts.
- (6) The Court shall maintain adequate records for collection and distribution of all fines, fees, forfeitures, penalties, and assessments under this Agreement, and shall permit inspection of Court's records that relate to the collection and distribution of all fines, fees, forfeitures, penalties, and assessments under this Agreement and as allowed by law.
- (7) The parties shall establish a joint committee ("**committee**") consisting of the County's Executive Office and ECD to maximize collections efforts based on the standards provided by the AOC in accordance with *California Penal Code* § 1463.007.
- (8) The Court shall submit an annual joint report ("**report**"), created by the committee to the AOC measuring the effectiveness and efficiency of the collections program. The County shall work and cooperate with the Court to ensure the report is submitted to the AOC within a reasonable time.
- (9) The parties shall work together to develop a process for discharging un-collectible cases from accountability.

b. PROGRAM COSTS

(1) PROGRAM COST RECOVERY

The cost of operating the ECD shall be reimbursed from appropriate fines, fees, forfeitures, penalties and assessments collected as set forth in *Penal Code* §1463.007.

(2) COURT MANAGEMENT COSTS

Compensation to the Court for operation of ECD shall be as stated in Article 7.0 and

7.1 of this Agreement.

(3) **COLLECTIONS FOR OTHER COUNTY DEPARTMENTS AND SPECIAL DISTRICTS**

As further prescribed by California Penal Code § 1463.007, the County agrees to reimburse the Court for actual costs related to the performance of collections for other County Departments and Special Districts, including but not limited to Probation, District Attorney, and Public Defender.

**ARTICLE 8
RIVERSIDE COUNTY INFORMATION TECHNOLOGY ("RCIT")**

8.0 SCOPE OF SERVICES

The County, through RCIT, agrees to deliver the following services:

- a. Telephone services including:
 - (1) Telephone calls, telephone maintenance, equipment and services.
 - (2) Telephone microwave circuit services.
 - (3) Work orders for specific projects.
 - (4) Network services relating to the support of the telephone system.
- b. Data network services relating to the single connection between the Court network and County network.
- c. Training services including personal computer/telephone training.

8.1 SERVICE DELIVERY

Delivery of services, as stated in Article 8.0, shall be in accordance with the generally accepted standards established in the telecommunications and technology industry.

8.2 TERMINATION OF COUNTY'S TELECOMMUNICATION SYSTEM

The Court agrees that if the Court exercises its option to stop utilizing the County telephone system, the County will retain ownership of the equipment in the telephone system, and the Court would be required to purchase its own telephone switches.

8.3 EQUIPMENT UPGRADES

The County agrees any upgrades in the systems stated in Article 8.0 shall be offered to the Court at a rate not to exceed the costs charged to other County Departments or Special Districts with similar services. The County will notify the Court of any additional costs associated with the County's equipment upgrades and the County shall obtain written approval from the Court prior to any installation of equipment upgrades.

**ARTICLE 9
MAIL AND MESSENGER SERVICE**

9.0 SCOPE OF SERVICES

County shall provide the following mail and messenger services to the Court:

- a. Daily pickup and delivery of County interoffice mail.
- b. Apply postage to outgoing United States Postal Service ("U.S.") mail.
- c. Next day air shipment and carton shipments, if requested by Court.
- d. Deposit all Court mail, picked up by Central Mail, in U.S. Mail the same day.

9.1 COST OF SERVICE

- a. The costs of the County's services shall be in accordance with Article 3.0 and includes, but not limited to the following:

- (1) The cost of mailing and messenger services including all regular services consisting of daily pickup and delivery of interoffice mail and transfer of Court files between divisions.
- (2) County approved postage/services rates. Postage/service rates shall be provided to the Court at a rate not to exceed the cost of providing postage/services to County departments or special districts.
- (3) Services other than regular services.

**ARTICLE 10
OASIS SERVICES**

10.0 SCOPE OF SERVICES

County agrees to permit the Court to utilize the Online Administrative Services Information System ("OASIS") to obtain court-relative information maintained on OASIS. The County will provide the Court with inquiry access only to OASIS. There will be no charge to the Court for this service.

**ARTICLE 11
SHERIFF SERVICES**

- 11.0 a. The provision of Court security services by the Riverside County Sheriff's Department ("**Sheriff**") shall be pursuant to the terms and conditions set forth in Attachment A hereto and incorporated herein by reference.
- b. The provision of California Law Enforcement Telecommunications System ("**CLETS**") services by the Sheriff's Department shall be pursuant to the terms and conditions set forth in Attachment B.
- c. To the extent there is any conflict between the terms and conditions of Attachment A and the Agreement, the parties agree that the terms and conditions of Attachment A shall govern regarding the provisions of services therein.

**ARTICLE 12
COLLECTIONS BANK ACCOUNT**

12.0 ESTABLISHING ACCOUNT

All monies received by the Court in connection with its collection of criminal fines, penalties, forfeitures and assessments shall be deposited in accordance with the Memorandum of Understanding Between the Court and the County for Collections Bank Account for Criminal Fines, Penalties and Forfeitures with an effective date of October 2, 2006.

**ARTICLE 13
ADDITIONAL SERVICES TO BE PERFORMED**

13.0 GRAND JURY SERVICES

Costs associated with Grand Jury are a County responsibility pursuant to *California Rules of Court* 10.810. The County agrees the Court will manage the Grand Jury program and oversee its activities. Grand Jury costs are actual costs and indirect or overhead costs ("**ICR**"). Costs under this Article may be revised upon mutual consent of the parties.

13.1 PRE-TRIAL SERVICES

Costs associated with Pre-Trial Services are the responsibility of the County pursuant to *California Rules of Court* 10.810. The County agrees the Court will manage Pre-Trial Services and oversee its activities. Court will charge actual costs and ICR. Costs under this Article may be revised upon mutual consent of the parties.

13.2 BUDGET DEVELOPMENT, MAINTENANCE & ACCOUNTING

BUDGET ADMINISTRATION

a. On behalf of the County, the Court develops and administers the budgets and oversees several county-funded services, including Grand Jury and Pre-Trial Services. Unless otherwise provided in this Agreement, the County agrees to reimburse the Court for performing such services, not to exceed the actual costs of such performance. The Court and County shall mutually agree upon these rates. The parties shall review the rates annually to ensure the rates reflect actual costs.

b. COST REMITTANCE

The County agrees to remit to the Court 1/12th of the approved budgets for Grand Jury and any other unallowable costs pursuant to *California Rule of Court* 10.810 (to include Pre-Trial Services) by the 5th day of each month to cover the expenditures for that month.

13.3 NEW FEES AND FINES

If the Court becomes aware of fees and fines that are applicable to the County, the Court shall take reasonable steps to notify the County.

**ARTICLE 14
MISCELLANEOUS PROVISIONS**

14.0 INDEMNIFICATION

Each party shall indemnify and hold harmless and defend the other party, its officers, agents and employees, from any and all liability, damage, cost or expense, including reasonable attorneys' fees which any party shall become obligated to pay by reason of any claim, lawsuit or judgment on account of any liability whatsoever, including injury to property or injury or death to person received or suffered as a result of any act or omission of the Party arising out of or in any way connected to the operation of this Agreement.

14.1 ADMINISTRATION

The Executive Officer of the County or designee shall administer this Agreement on behalf of the County. The Court Executive Officer or designee shall administer this Agreement on behalf of the Court.

14.2 ASSIGNMENT

This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

14.3 NOTICES

Any notices required or permitted hereunder shall be in writing and may be personally delivered; or by mail by depositing such notice in the United States mail, first class postage prepaid; or by reputable overnight delivery service (such as Federal Express, UPS or DHL); addressed as follows or to such other place as each party may designate by subsequent written notice to each other:

Court:
Court Executive Office
Superior Court of California,
County of Riverside
4050 Main Street
Riverside, CA 92501
Attn: Court Executive Officer

County:
County Executive Office
County Administrative Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Attn: County Executive Officer

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier for the next business day delivery.

14.4 TIME OF PERFORMANCE

Unless stated otherwise, all references to days shall be calendar days. If the final date for payment of

any amount or performance of any act falls on a Saturday, Sunday or Court holiday, payment shall be made or act performed on the next succeeding day.

14.5 COMPLETE AGREEMENT

This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. This Agreement supersedes any prior understandings between the parties, whether oral or written.

14.6 WAIVER

Any waiver by either party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

14.7 APPROVAL/RATIFICATION

This Agreement must be approved and/or ratified by the Court and the Board of Supervisors for Riverside County, on behalf of the County. This Agreement shall be binding upon the successors of the Superior Court Presiding Judge, the Court Executive Officer, the County Executive Officer, and the members of the County Board of Supervisors.

The parties hereto, by their due execution of this Agreement, represent to every other party that they have reviewed each term of this Agreement with their counsel or have had the opportunity for such review with their counsel, and that no parties shall deny the validity of this Agreement on the grounds that the party did not have advice of counsel. Each party had the opportunity to receive legal advice with respect to the advisability of this Agreement.

Each party had the opportunity to participate in the drafting and preparation of this Agreement. Any construction to be made in this Agreement of any of its terms or provisions shall not be construed against any one party.

14.8 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

14.9 TIME OF THE ESSENCE

Time is of the essence in the performance of the services listed in the Agreement.

14.10 SEVERABILITY

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or against public policy, the parties shall use their best efforts to negotiate and implement amendments to this Agreement that are necessary to and consistent with the purpose of this Agreement and the intent of the parties.

14.11 GOVERNING LAW

This Agreement and its construction and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California applicable to agreements both entered into and to be performed in California.

14.12 RIGHT TO AUDIT

- a. Each party shall provide the other party with at least thirty (30) days written notice prior to any audit, review or inspection.
- b. Each party will provide to the other party, to any federal or state entity with monitoring or reviewing authority, or to a party's representative, access to and the right to examine and audit all records and documents related to the performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes,

rules and regulations. Each party shall ensure all documentation and other evidence pertaining to costs and expenses incurred under this Agreement are maintained in accordance with each party's internal policies and in accordance with state and federal law.

- c. Audits may include fiscal and/or management review, but shall be limited to the Court or County department(s)/division(s) identified in this Agreement. The parties agree that no more than one (1) audit may be performed each fiscal year by the Court or County department(s)/division(s) identified in this Agreement.
- d. The costs of an audit shall be the responsibility of the party requesting the audit.

14.13 DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by this Agreement, and not resolved by negotiations, may be resolved by mutual consent of both parties in non-binding mediation ("**mediation**") in the City of Riverside, California.

The parties further agree their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. If a dispute between the parties regarding the interpretation or performance of this Agreement is not resolved by mediation, either party may bring legal action to interpret and enforce this Agreement.

Parties agree that until such dispute is resolved, the parties shall continue to provide the services and continue to make payment(s) for the non-disputed portion(s) of services of each invoice.

The following process shall be followed: Both parties will select representative(s) from their staff to attend the mediation. The party seeking mediation shall give written notice to the other party of its desire to commence mediation. A mediation session shall take place within sixty (60) business days from the date notice was given. The parties shall appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation.

If mediation is unsuccessful, parties agree to a subsequent mediation under the same principles stated above between the Superior Court Presiding Judge, the Court Executive Officer, and the County Executive Officer.

14.14 ATTORNEY FEES

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

14.15 CONFLICTS OF INTEREST

The parties and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

14.16 LIMITATION OF LIABILITY

- a. Waiver of per capita risk allocation (California Government Code § 895.6)

The parties waive the per capita risk allocation set forth in *California Government Code* § 895.6. Instead, the parties agree if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, the parties' respective pro rata shares in satisfaction of the judgment will be determined by applying the principles of comparative fault.

14.17 MODIFICATION/AMENDMENT

No modification or change to this Agreement will be valid without written approval from the other party, in the form of an Amendment.

14.18 FURTHER ASSURANCES

Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all other instruments and documents, and to take all actions that may be reasonably

ATTACHMENT A

**SHERIFF – PROVISION OF SECURITY SERVICES
BETWEEN RIVERSIDE COUNTY AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

AGREEMENT APPROVED by the Board of Supervisors
on November 9, 2004, Item 3.14

THIS AGREEMENT entered into by and between the RIVERSIDE COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as "Sheriff" and the SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE, hereinafter referred to as "Court".

WHEREAS, Sheriff and Court desire to work cooperatively to ensure the Court in Riverside County is safe and efficient; and

WHEREAS, Assembly Bill 233 (the Lockyer-Isenberg Trial Court funding Act of 1997) provides that the State of California is responsible for the cost of "court operations" as defined in Government Code 77003 and California Rules of Court, Rule 810; and

WHEREAS, Sheriff and Court desire to set forth a full and entire understanding of both parties regarding security functions within the court's boundaries and procedures for payment for the cost of such services by Court; and

WHEREAS, pursuant to the Superior Court Law Enforcement Act of 2002 (Senate Bill 1396), the Sheriff and Court agree to develop a comprehensive, mutually agreed upon court security plan to be utilized by and for the court, for which any new court security costs permitted by this article shall not be operative unless funding is provided by the Legislature.

IT IS THEREFORE AGREED AS FOLLOWS:

1.0 TERM

1.1 Effective Date. This Agreement shall be effective beginning July 1, 2003 and shall continue through June 30, 2006, and may be renewed annually by appropriate written amendment.

1.2 Retroactivity. As a matter of convenience to the parties, this Agreement may be approved retroactively by joint consent.

1.3 Termination. In the event either party elects to terminate this Agreement, that party shall give written notice. The effective date of such action shall be 12 (twelve) months from the date of notice, unless both parties agree upon a different date.

2.0 NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Sheriff

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92502

Attn: Sheriff

Court

Superior Court of California
County of Riverside
4075 Main Street, Suite 310
Riverside, CA 92501

Attn: Court Executive Officer

3.0 SCOPE OF SERVICE

3.1 Courthouse Security. During the term of this Agreement, the Sheriff shall provide perimeter security, and in-court security for judicial officers, court room staff, and all those who attend the court. Security is defined as those actions and services funded by state trial court funding to ensure the safety of persons and property of the court. Examples of such actions and services include, but are not limited to, searches of persons and property entering court facilities, control of persons in custody while in court facilities, enforcement of judicial directives in the courtroom, and other actions or services traditionally described as the duties of a "bailiff". The Sheriff will retain control of defendants in the courtrooms who are currently being housed at a Sheriff's Correctional Facility and all persons remanded to the custody of the Sheriff. The Sheriff will provide security deemed necessary to meet emergencies, fire alarms, bomb threats, hostage situations, hazardous spills and acts of God. Services may include other duties as mutually agreed upon by both parties.

3.2 Employment Status. Any person employed for the performance of such services and functions pursuant to this Agreement shall be Sheriff's employees or private company employees by way of contract with the Sheriff. No Court employee shall be supervised or deemed an employee of the Sheriff.

The management, direction, and supervision of court security services and public safety protection as well as standards of performance, discipline of deputies, and other matters incident to the performance of such services shall remain at the discretion of the Sheriff. The Sheriff shall be the appointing authority for all personnel provided to Courts by way of this Agreement.

3.3 Dispute Resolution. Operational issues which do not impact funding or service level changes shall be resolved by the appropriate and respective Court and Sheriff's representatives responsible for the particular court location. Parties shall meet in good faith to resolve the issue to the mutual satisfaction of all concerned.

3.4 Training. Subject to provision of funds for such purpose by the legislature, Court will fund costs of mandated Peace Officers Standards Training (POST). Additional training may be provided by Court or Sheriff as mutually deemed appropriate.

3.5 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to court security, Sheriff agrees to provide only that minimal level of service agreed to by Court and Sheriff.

4.0 LEVEL OF SERVICE

4.1 Staffing. The Sheriff and Court agree to provide court security staffing at service levels as recommended and funded by the Judicial Council.

In accordance with the preceding guidelines, and subject to approval by the Court, Sheriff agrees to provide service at the levels specified in Addendum A, attached hereto and incorporated herein by this reference. Sheriff and Court both reserve the right to reduce the level of service to the level supported by the court's security budget.

4.2 Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided for in Section 12.0 of this Agreement. The level of service may not be reduced below a minimum level, as determined by the Sheriff, which is required to ensure public and officer safety. Should the court's security budget be reduced to a point whereby this minimal level of security is not attainable, Court shall provide written notification to Judicial Council immediately upon this determination.

4.3 Deputy Absenteeism. In the event a Sheriff's employee is absent and the Court requires replacement staffing, Sheriff will make a diligent effort to provide replacement staff, and the Court agrees to pay for the replacement staffing costs. Sheriff agrees to deploy existing court deputies to cover absences in a manner to minimize overtime costs to the Court.

4.4 High Volume Courts. The increased security risk of high volume courtrooms may, at times, require more than one deputy be assigned to assure a minimal level of service and safety. In the event this occurs, by mutual consent of the Court and Sheriff, Sheriff's employees will be assigned accordingly and the Court agrees to pay the associated costs. Sheriff agrees to deploy existing court deputies to cover high volume courts in a manner to minimize overtime costs to the Court.

4.5 Additional Security Services. The Court may request additional security services of the Sheriff that may include but not be limited to: security enhancements caused by high publicity and multiple defendant cases; threats to judicial officers or court personnel; ceremonial services; sequestering of juries; or after-hour court sessions. In the event the Court requests these services (or any other Rule 810 functions) of the Sheriff, the Sheriff agrees to provide these services to the extent practicable with existing resources. In the event it is not possible to provide such services within existing resources, the Court agrees to pay the associated costs. Whenever reasonable and possible, Sheriff will contact Court and negotiate any cost prior to utilizing additional security.

The Sheriff shall continue to provide, at no charge to the Court, services of the Emergency Service Team (EST), Hostage Negotiation Team (HNT), Hazardous Device Team (HDT), K-9 Units, Forensic Services Section, and Investigators needed for complex criminal investigations, when such services are deemed necessary by the Sheriff and Court.

5.0 EQUIPMENT

5.1 Court Equipment. All security equipment used solely by Court as of June 30, 1997 becomes the Court's property. Court agrees to maintain an inventory of this equipment as required by the Judicial Council (Government Code 68073.1). Court agrees to provide for repairs, maintenance, and replacement of such security equipment.

5.2 Equipment Recommendations. As the security provider for the Court, the Sheriff shall be consulted prior to the purchase of any security equipment. The Sheriff shall be responsible for researching and recommending appropriate security equipment to be utilized in the Court.

6.0 NEW COST ITEMS

New security cost items, which may include but are not limited to: the addition of judicial officers; the assignment of pro-tem, visiting, or temporarily assigned bench officers; implementation of additional entry screening; the construction of new courthouses; the addition of courtrooms to existing courthouses; new or replacement security equipment; and other security enhancements, shall be the fiscal responsibility of the Court (pursuant to CRC 810). Court agrees to provide additional funding to Sheriff for any additional cost incurred by Sheriff and approved in advance by Court, unless Sheriff is able to provide the additional cost item within the Court/Sheriff approved annual security budget.

7.0 COMPENSATION

7.1 Projected Security Expenses. By April 30 of each year, the Sheriff shall conduct a needs assessment to determine staffing needs for court security services for the upcoming fiscal year. Based on the results of the needs assessment, the Sheriff shall provide specified information to the Court on the level of funding necessary for the Sheriff to maintain the agreed upon level of court security for the upcoming fiscal year. This shall include the nature, extent, and basis of all such allowable costs. Court and Sheriff shall agree to a level of funding for the upcoming fiscal year and shall document this agreed upon amount in writing. Court and Sheriff agree to resolve any disputed amounts prior to the beginning of the new fiscal year.

Sheriff and Court agree to reevaluate court security expenses in January of every year to determine if agreed upon court security budget remains realistic. Modifications to the agreed upon annual court security budget may be made mid-year by mutual consent of both parties and shall be documented in writing.

7.2 Payment Basis. The Court shall reimburse Sheriff for the costs of rendering security services

pursuant to Addendum A of this Agreement. Court will be fully responsible for all costs of agreed upon security services provided hereunder and within the Court/Sheriff approved annual security budget.

7.3 Establishment of Costs. The costs to be charged to Court may be adjusted periodically to reflect any changes in the cost to Sheriff for providing services hereunder. Court shall be notified of any change in costs to be charged the Court prior to submittal of proposed changes to the County Board of Supervisors. Court shall be given the opportunity to review the proposed change with Sheriff personnel. Court shall, thereafter, be notified of adoption by the County of the costs to be charged to Court, and said new costs to Court shall take effect on the same date the Sheriff incurs the cost. Should Court be fiscally unable to provide additional monies needed to support the new cost, Sheriff reserves the right to reduce the level of service accordingly.

7.4 Payment of Costs. Sheriff shall provide to court within 30 days of the conclusion of each calendar month an itemized statement of the costs for services charged to Court for that previous month. Billing process shall be by way of county journal entry. Total annual payment to Sheriff shall not exceed budgeted amount agreed upon by Sheriff and Court prior to the start of the fiscal year, unless a subsequent amendment to that amount is made and documented in writing.

7.5 Billing Dispute. In the event of a billing dispute, the Chief of Sheriff's Court Services and the Court's Director of Finance shall meet and confer within 10 days in an attempt to resolve the dispute. In the event no agreement can be reached, the Sheriff or designee, and the Presiding Judge or designee shall meet and resolve the dispute.

7.6 Activities Outside the Court Function. Deputy time spent on assignments outside the court function, such as patrol, civil enforcement and other non-court assignments, will not be charged to the Court.

7.7 AB2030, Protective Orders Fees (2002). Pursuant to Assembly Bill 2030, a petitioner is exempt from a fee for the service of process of a protective order, restraining order, or injunction involving stalking, credible threats of violence resulting from a threat of sexual assault, domestic violence, marital dissolution, or a child custody matter. Pursuant to this statute, the Sheriff may bill the Court for the payment of fees in these specified matters and in a manner prescribed by the Judicial Council. This remains in effect until January 1, 2007, and as of that date is repealed unless subsequent statute deletes or extends that date.

7.8 Year-End Summary. Within 30 days of the completion of each fiscal year within this Agreement, the Sheriff will provide to the Court a summary statement of all sums due from the Court for the year and all payments received from the Court for the year, thus showing any balances owed.

LEGISLATIVE CHANGES

For any changes made through legislation, regulations, or Rules of Court or for any budget requirements/limitations imposed by the State which are adopted subsequent to the effective date of this Agreement and are applicable to this Agreement and the services to be provided hereunder, the following shall apply.

8.1 To the extent any of the changes are of mandatory application, such change(s) shall apply to the parties of this Agreement. This Agreement shall be deemed to be amended to be consistent with such change(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the parties will negotiate in good faith to amend the Agreement as necessary.

8.2 To the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of the Court and Sheriff under this Agreement unless the parties mutually agree to adopt such changes.

9.0 EFFECTIVE COMMUNICATION

The Court and Sheriff desire to foster and maintain an effective working relationship. Therefore, both agencies agree to keep lines of communication open and be responsive to questions and issues that arise

affecting court security throughout the county. All attempts will be made to resolve any disputes that arise as timely and amicably as possible.

10.0 AUDITS

10.1 Ability to Conduct. Audits may be conducted by any party to this Agreement either by the County Auditor/Controller or by any other parties authorized by law or mutually agreed upon by both parties. The costs of the audit will be the responsibility of the requesting party.

10.2 Records. Upon request, Sheriff shall make available personnel time records, overtime records, contractual security records, and any other records used to justify expenses to the court, within a reasonable period of time, not to exceed 30 days from date of request.

11.0 COURT SECURITY PLAN

Pursuant to the Superior Court Law Enforcement Act of 2002 (Senate Bill 1396), the Sheriff, in conjunction with the Court, agree to develop a mutually agreed upon annual or multiyear Comprehensive Court Security Plan covering all court facilities in the County. The Trial Court Comprehensive Court Security Plan shall include a Law Enforcement Security Plan that is prepared by the Sheriff at the department's cost. The Law Enforcement Security Plan will include the policies and procedures for providing public safety and law enforcement services to the Court.

Any new court security costs permitted by this article shall not be operative unless funding is provided by the Legislature.

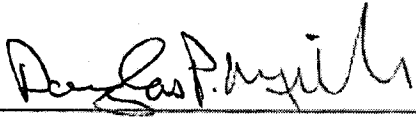
12.0 ALTERATION OF TERMS/AMENDMENTS TO AGREEMENT/ASSIGNMENT

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13.0 ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior agreements and understandings, oral or written, in connection herewith.


Date: 9/20/04

by: 
Douglas P. Miller
Presiding Judge

Date: 9/21/04

by: 
Inga E. McElyea
Court Executive Officer

Date: 11/12/04

by: 
Bob Doyle
Sheriff

FORM APPROVED COUNTY COUNSEL

OCT 19 2004

BY 

ADDENDUM A

Service Level

92 Deputy Sheriffs
8 Corporals
7 Sergeants

Entry screening at the following court facilities:

Riverside Hall of Justice	Riverside Family Law Court
Riverside Historic Court House	Riverside Juvenile Court
Hemet Court	Southwest Justice Center
Temecula Court	Indio Larsen Justice Center
Indio Juvenile Court	Blythe Court
*Moreno Valley Court	*Corona Court
*Palm Springs Court	

*Those courts closed on a temporary basis, and by direction of the Court, will not require entry screening during the duration of their closure. When facilities re-open, Court and Sheriff will come to mutual agreement on level of entry screening to be provided and implementation date of such.

Additional Security-Related Costs and Contracts

800 MHZ HT radio costs
Pagers
Mileage
Support Services Costs – (per Rule of Court 810)
Guardsmark Contract
Alarm System Contract

ATTACHMENT B
SHERIFF - MEMORANDUM OF UNDERSTANDING FOR CLETS

This memorandum of understanding is made and entered into by and between the Riverside County Superior Court, hereinafter "Court," and the Riverside County Sheriff's Department, hereinafter "Sheriff."

1. Effective Dates. This agreement shall be effective upon execution by both parties until terminated by either party pursuant to 2 below.
2. Termination. Either party may terminate this Agreement on thirty days written notice to the other party.
3. Scope of Services. Sheriff agrees to provide to Court access to the California Law Enforcement Telecommunications System (CLETS), including inquiry and entry capability, and access to the Sheriff's Records Management System (RMS), inquiry capability only.
4. Maintenance. Sheriff shall be responsible for maintenance of the RMS HP system and the CLETS Stratus system, including maintenance of hardware, operating software, and application software. Court shall be responsible for providing the workstations, printers, and emulation software and for the maintenance of such. Sheriff will provide recommended configurations and software packages if requested by Court.
5. Payment Basis. Court shall reimburse Sheriff the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. The rates to be charged Court shall be adjusted periodically to reflect any changes in cost to Sheriff for providing services hereunder.