

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

583



FROM: Executive Office

SUBMITTAL DATE:
April 13, 2010

SUBJECT: First Amendment to the 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 amendment to the service agreement between the County of Riverside and the Superior Court of California.

BACKGROUND: The Board approved the master agreement with the Superior Court on September 1, 2009 (item 3.7) however the attachments and addendums related to court security were not updated. This amendment brings updates forward. Staff from the Superior Court, the Sheriff's Department and County Counsel worked with the Executive Office to develop Attachment A: Agreement for Security Services, Attachment B: California Law Enforcement Telecommunications Systems, Addendum A Sheriff's Court Security Budget for FY 09/10 and

Continued

Gary M. Christmas

 Gary Christmas, Chief Deputy
 Executive Office

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
Jay Orr

County Executive Office Signature

Jay Orr

FORM APPROVED COUNTY COUNSEL
 BY: *M. Victor*
 4/13/10
 DATE
 MARSHAL VICTOR

Stanley L. Sniff Jr.
 Stanley L. Sniff Jr., Sheriff-Coroner
 Boris Robinson, Chief Deputy

- Consent
- Policy
- Consent
- Policy

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

3.16

**First Amendment to the Contract for Services between the County of Riverside
and the Superior Court of California, County of Riverside**

Page 2.

Addendum B: County use of space in eight courts for which County departments pay for their share of perimeter security. The Memorandum of Understanding between the County and the Superior Court that was approved in September 2009 ensures that services to citizens in Riverside County continue uninterrupted following implementation of the Trial Court Funding Act of 1997. The Sheriff has continued to provide security services at all courts under terms of the previous agreement. This amendment provides edited documents and also ensures that the Sheriff fully recovers the cost of providing security for the Riverside Superior Court.

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES
THE COUNTY OF RIVERSIDE AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

That certain Agreement between the COUNTY OF RIVERSIDE ("COUNTY") and the SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE ("Court") entered into on September 1, 2009 Agenda Item No. 3.7, for services, is hereby amended, effective April 20, 2010, as follows:

1. To amend by deleting Attachment A: Sheriff—Provision of Security Services between Riverside County and the Superior Court of California, County of Riverside and all attachments and addendum thereto; and replace with Attachment A: Sheriff—Provision of Security Services between Riverside County and the Superior Court of California, County of Riverside, inclusive of Addendum A with the 2009/2010 Court Security Budget, and Addendum B, delineating county space in court facilities, attached hereto.

Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE

SUPERIOR COURT OF CALIFORNIA,

COUNTY OF RIVERSIDE

By _____

By T. Cahraman

Marion Ashley

Thomas Cahraman

Chairperson, Board of Supervisors

Presiding Judge

Date _____

Date April 12, 2010

ATTEST:

Kecia Harper-Ihen, Clerk

By _____

ATTACHMENT A

AGREEMENT FOR SECURITY SERVICES BETWEEN THE COUNTY OF RIVERSIDE AND THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into between the COUNTY OF RIVERSIDE ("**County**") and the SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE ("**Court**") (collectively, "**Parties**," and individually "**Party**"). The parties desire to set forth a full and entire understanding regarding the security functions to be performed by the Riverside County Sheriff's Department ("**Sheriff**") within the Court's boundaries and procedures for payment of costs by Court. The Court and County entered into a Contract for Services on October 22, 2009 ("**Master Agreement**"). By execution of this Agreement, the terms and conditions of the Master Agreement shall be incorporated into this Attachment D to the Master Agreement by this reference. The Court and County agree to be bound by the terms and conditions of this Agreement and the Master Agreement. If the Court and County entered into any prior written agreement(s) for similar services, such prior agreement(s) is hereby terminated and superseded by this Agreement and all subsequent services will be governed by this Agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

**ARTICLE 1
TERM AND EFFECTIVE DATE**

1.0 TERM AND EFFECTIVE DATE

This Agreement shall be effective beginning upon execution and shall run concurrently with the Master Agreement unless amended or otherwise agreed by the parties.

1.1 RENEWAL

As a matter of convenience to the parties hereto, and in order to facilitate continuity of the security services provided to the Court, the Agreement may be mutually approved and ratified retroactively by joint consent of the parties.

**ARTICLE 2
SCOPE OF SERVICE**

2.0 COURT SECURITY

During the term of this Agreement, the Sheriff shall provide perimeter security (as defined in 5.2 herein), superior court law enforcement functions as more specifically described in *California Government Code* § 69921(e), and other services mutually agreed upon by the parties.

2.1 EMPLOYMENT STATUS

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

2.2 MANAGEMENT AND SUPERVISION OF SECURITY SERVICES

The management, direction, and supervision of court security services and public safety protection, as well as standards of work 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 the Courts by way of this Agreement.

2.3 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, the Sheriff shall provide the minimum level of service necessary to maintain the safe and secure operation of the Court's business during said shortage. Sheriff shall

notify the Court of any reduction in staffing levels occasioned by such shortage. Similarly, costs attendant to providing the minimum level of service shall be reduced pro-rata.

ARTICLE 3 LEVEL OF SERVICE

3.0 STAFFING LEVELS

Sheriff shall provide court security staffing at service levels funded by the Judicial Council/ Administrative Office of the Courts ("**AOC**") and as agreed by Sheriff and Court.

3.1 PROTECTIVE ORDER FEES

Sheriff may bill the Court for serving the following orders: juror OSC (Order to Show Cause), juror FTA (Failure to Appear), protective order, restraining order, or injunction involving stalking, credible threats of violence, domestic violence, marital dissolution, child custody, or elder or dependent adult abuse. Payment shall be at the rates as prescribed by the AOC and contingent upon the Court's receipt of continuing reimbursement from the AOC.

3.2 VARIATION IN THE LEVEL OF SERVICE

Variation in the level of service shall be made by amendment as provided for in Article 14.17 of the Master Agreement. The level of service may not be reduced below a minimum level, as determined by the parties, based upon the Sheriff's obligation to ensure public and officer safety.

3.3 HIGH VOLUME COURTS

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

3.4 ADDITIONAL SECURITY SERVICES

Court may request additional security services of Sheriff that include, but are not limited to, security enhancements caused by high publicity and multiple defendant cases; threats to judicial officers or court personnel; sequestering of juries; or after-hour court sessions. In the event the Court requests these services or any other additional services as set forth in *California Rule of Court*, Rule 10.810 Function No. 9, additional costs will be as stated in Article 5.3. Sheriff will provide these services to the extent practicable with existing resources upon terms acceptable by both parties.

3.4.1 CEREMONIAL EVENTS

For security services requested by Court for three ceremonial events: judicial enrobements, judicial retirements and local high school mock trial competition, Court shall pay the costs incurred by Sheriff upon terms mutually acceptable by both parties. Additional costs will be as stated in Article 5.3 and memorialized in letter or email form.

3.4.2 SECURITY RELATED AREAS

The Court and Sheriff acknowledge and agree that court buildings and adjacent properties contain security-related areas used for secure ingress, egress, holding, and transport of prisoners. Such security related areas include, but are not limited to: holding cells for the holding of prisoners attending court sessions; any entrance into a tunnel located in the basement of a court building and the portions of the tunnel located on or under the land; elevators used for transport of prisoners between holding cells in the basement of court buildings and the courtrooms and/or holding cells; and all of the security related areas operated and controlled by Sheriff. Sheriff shall continue to be solely and exclusively responsible to operate and control all security related areas and shall indemnify and hold harmless the Court from any liability from said operation and control.

**ARTICLE 4
EQUIPMENT**

4.0 COURT EQUIPMENT

All security equipment used solely by Court as of June 30, 1997, became Court's property. Court agrees to maintain an inventory of this equipment as required by the AOC. Court agrees to arrange for repairs, maintenance, and replacement of such security equipment.

4.1 EQUIPMENT RECOMMENDATIONS

As the security provider for the Court, Sheriff shall be consulted prior to the purchase of any security equipment. Sheriff may be asked to research and recommend appropriate security equipment to be utilized in the courts.

4.2 MALFUNCTION OF EQUIPMENT

In the event of any malfunction or breakage of any equipment for operations, including but not limited to: elevators, holding cell doors, access doors in the holding areas and video monitoring in the secured holding areas, Court shall undertake repairs as soon as reasonably possible and as commercially practicable.

**ARTICLE 5
COST OF SERVICES**

5.0 COSTS OF SERVICES

The cost of services paid to the Sheriff by the Court shall not exceed the amounts stated in Addendum A, attached hereto and incorporated herein by this reference. Any annual or multiyear agreement between the parties shall state the agreed upon court security services, costs of services and terms of payment (*California Government Code* § 69926 (b)). The basis for determining the cost of services shall be as stated in *California Government Code* § 69926 (b). Pursuant to *California Government Code* § 69926 (c), Sheriff shall provide the Court with the information identified in the contract law enforcement template by April 30 of each year, specifying the nature, extent, and basis of the costs, including negotiated or projected salary increases of court law enforcement services that Sheriff proposes to include in the budget of the court security program for the following state budget year. If the parties are unable to reach an agreement under Article 5.0, disputes shall be resolved as stated in *California Government Code* § 69926 (d).

5.1 COST ADJUSTMENTS

The costs to be charged to Court may be adjusted periodically to reflect any changes in costs to Sheriff for the services hereunder. Sheriff will provide the Court with a written estimate of costs and obtain the Court's written approval of costs prior to performance of services. All costs for services performed without the Court's prior written approval will be at the Sheriff's sole risk and expense. All cost adjustments for services under this agreement require mutual consent of the parties and shall be executed in the form of an amendment as stated in Article 14.17 of the Master Agreement. Court shall be notified of adoption by the County of Riverside of the Sheriff's security costs to be charged to Court and new costs shall take effect on the same date the Sheriff incurs the cost.

5.2 PERIMETER SECURITY

Sheriff provides perimeter security to the Court. Perimeter Security is defined as control of entry and exit points of the court, and roving deputy patrols of the court common areas. Court shall bill each Riverside County department ("**County Department**") that occupies space within each courthouse for each county department's pro-rated share of costs on a quarterly basis. Costs shall be based on the current square footage for each county department that occupies space in each courthouse (*California Government Code* § 69927(a)(3)).

The county departments and the current corresponding square footage are as stated in Addendum B, attached hereto and incorporated herein by this reference.

5.3 ADDITIONAL COSTS

Except as stated in this Agreement, the Sheriff will not incur additional costs to the Court unless prior written approval by the Court is provided. The Sheriff will provide the Court with a written estimate of costs and obtain the Court's written approval of costs prior to performance. All costs for services performed without the Court's prior written approval will be at the County's sole risk and expense. Pursuant to *California Government Code* § 69927(a), any new court security costs shall not be operative unless funding is provided to the Court by the AOC.

5.4 SERVICES AT NO COST TO COURT

The Sheriff shall continue to provide, at no charge to Court, services of the Special Enforcement Bureau (SEB), 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 Sheriff and Court.

**ARTICLE 6
PAYMENT FOR SERVICES**

6.0 COMPENSATION

Sheriff shall provide Court, within thirty days of the conclusion of each calendar month, an itemized statement of the costs for security services for the previous month. The total annual payment made to County shall not exceed the budgeted amount funded by the AOC as stated in Article 5.0 of this Agreement. Court will be fully responsible to reimburse County for agreed upon costs for security services provided hereunder and within the Court/County approved annual security budget. Court's payment for services is contingent on the continuing funding provided by the Legislature. If funds are not available because of non-appropriation or delay in the fund allocation, the Court must notify the County, as soon as is practicable, that payment will be delayed until such time as funds are available.

6.1 BILLING DISPUTE

In the event of a billing dispute, the Chief of the Sheriff's Court Services and the Court's Fiscal Director shall meet and confer within ten days in an attempt to resolve the dispute. In the event no agreement can be reached, Sheriff or designee, and the Presiding Judge or designee shall meet and resolve the dispute. County shall continue to provide services and Court shall make payment(s) for the non-disputed portion(s) of services of each invoice.

6.2 YEAR-END BILL

All court security bills from County for expenses in a fiscal year must be received by Court within forty-five days of the end of the fiscal year.

**ARTICLE 7
COURT SECURITY COMMITTEE AND COURT SECURITY PLAN**

7.0 COURT SECURITY COMMITTEE AND COURT SECURITY PLAN

The parties shall implement the Court Security Committee and Court Security Plan as stated in *California Rules of Court*, Rules 10.172 and 10.173. *California Rule of Court*, Rule 10.173 states each superior court must establish a Court Security Committee tasked with the responsibilities of developing a countywide court security plan in accordance with *California Rule of Court*, Rule 10.172. Court security committees are also responsible for overseeing and managing all policies and procedures related to security for court facilities and operations.

7.1 COURT SECURITY PLAN

Sheriff prepares the court security plan at the County's cost. This plan includes all policies and procedures for providing public safety and law enforcement services to Court. This plan is updated every fiscal year.

7.2 PLAN TRANSMISSION

The Sheriff shall transmit the court security plan to all members of the Court Security Committee as well as to designated administrators for the Desert, Mid-County and Western County Court operations.

**ARTICLE 8
LEGISLATION**

8.0 LEGISLATIVE CHANGES

For any changes made by legislation, regulations, or Rules of Court, such changes shall be incorporated into the Agreement and apply to the parties. This Agreement shall be deemed to be automatically amended to be consistent with such change(s).

**ARTICLE 9
EFFECTIVE COMMUNICATION**

9.0 RELATIONS

Parties desire to foster and maintain an effective working relationship. Therefore, the parties agree to keep lines of communication open and be responsive to questions and issues that arise affecting court security throughout Riverside County. All attempts will be made to resolve any disputes that arise as timely and amicably as possible.

9.1 MEETINGS

In order to maintain the open lines of communication, representatives from the Court and the Sheriff will meet regularly to discuss matters that affect Court's security program. There will be a minimum of three meetings each fiscal year, with tentative dates for these three meetings in the months of October, January, and April. Additional meetings will be scheduled as needed.

**ARTICLE 10
INTERPRETATION**

10.0 To the extent the provisions of this Agreement and the Master Agreement are inconsistent, such provisions will be interpreted to make them consistent, and if that is not possible, the provisions of this Agreement will prevail.

ADDENDUM A

The State Trial Court Fund (TCF) security budget allocated to Riverside County Superior Court for the Fiscal Year 2009-10 is \$15,407,297.¹

¹ Excludes portion paid by Riverside County for Sheriff management positions and other unallowable expenses in accordance with California Rule of Court 10.810 and Superior Court Law Enforcement Act of 2002 (Sen. Bill 1396; Stats. 2002, ch. 1010)

ADDENDUM B

- 1) Assessor: Palm Springs – 9,571 square feet
- 2) Law Library: Larson Justice Center - 6,415 square feet
- 3) County Counsel: Southwest Justice Center - 5,843 square feet; Riverside Juvenile - 2,164 square feet.
- 4) District Attorney: Southwest Justice Center - 18,427 square feet; Riverside Juvenile - 5,782 square feet; Banning - 1,387 square feet.
- 5) Department of Public Social Services: Southwest Justice Center - 4,554 square feet; Indio Juvenile – 1,137 square feet
- 6) Public Defender: Southwest Justice Center - 10,787 square feet; Riverside Juvenile - 3,182 square feet; Banning - 99 square feet.
- 7) Probation: Southwest Justice Center - 4,012 square feet; Banning - 2,872 square feet; Palm Springs – 4,354 square feet
- 8) Transportation and Land Management: Banning - 420 square feet

ATTACHMENT B

CALIFORNIA LAWENFORCEMENT TELECOMMUNICATIONS SYSTEMS (CLETS)

This Agreement is made and entered into by and between the Riverside County Superior Court ("**Court**") and the Riverside County Sheriff's Department ("**Sheriff**") (collectively, "**Parties**," and individually "**Party**").

1. Effective Dates. This agreement shall be effective upon execution by both parties until terminated by either party pursuant to item #2 below.
2. Termination. Either party may terminate this Agreement on one year written notice to the other party.
3. Scope of Services. Sheriff agrees to provide Court with 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 for the maintenance of same. Sheriff will provide recommended configurations and software packages if requested by Court.
5. Payment Basis. Sheriff shall bill the Court monthly. 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.