

FORM APPROVED COUNTY COUNSEL
DATE 8/7/13
BY: *William A. Di Yorio*
MARSHAL VICTOR

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

450



FROM: Executive Office

SUBMITTAL DATE:
August 2, 2013

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

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

BACKGROUND: The Sheriff provides security for the Superior Court of California, County of Riverside. The Sheriff also administers a contract with Guardsmark, a private company, to provide entrance screening at court facilities. All members of the public are required to enter through screening stations. Since 2001 the County and the Superior Court have had a contractual relationship that covered various services; until this year the County/Court Memorandum of Understanding included a Court Security Services attachment that outlined

Continued

Elizabeth J. Olson
Elizabeth J. Olson, Principal Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 20,500,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$2,200,000	Budget Adjustment:	N/A
	Annual Net County Cost:	\$2,200,000	For Fiscal Year:	FY 13/14

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

C.E.O. RECOMMENDATION:

APPROVE
BY: *Christopher M. Hans*

County Executive Office Signature Christopher M. Hans

- Policy
- Policy
- Consent
- Consent

Dept Recomm.:
Per Exec. Ofc.:

2013 AUG 13 6W 5:30

Prev. Agn. Ref.: 3.10 2/26/13, 3.7 9/1/09 | District: all | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-12

the Sheriff's responsibilities. Prior to 2011 the Superior Court paid the Sheriff directly for security services both in courtrooms and at court entrances. In 2011 as part of the realignment of public safety (AB118) the Legislature authorized a direct appropriation to counties to provide court security. The State continues to fund the Superior Court to provide security at court entrances. The entrance allocation is \$1.8M and the Superior Court has indicated that those funds will be transferred to the Sheriff to manage the court entrance contract. The current contract provider is GuardsMark. Due to changes in the law and definitions of services, the Superior Court requested that the security agreement be separated from the County/Court Memorandum of Understanding.

Although the legislative intent was to ensure county budgetary control for services the Sheriff provides to the Superior Court, the net effect is that the County has spent additional general fund dollars. In FY 12/13 the Legislature provided \$15.8M conditioned on the collection of applicable sales tax as a funding source. In the FY 12/13 Third Quarter Budget report \$1.1M was added to the Sheriff's Court Services budget to cover the shortfall left by insufficient state funding. Sheriff Sniff addressed the need for additional FY 13/14 funding when he presented his budget and the department along with the Executive Office will monitor expenditures carefully and report quarterly.

County Counsel participated in the development of this MOU and has approved it as to form.

**MEMORANDUM OF UNDERSTANDING
FOR COURT SECURITY SERVICES
BETWEEN THE COUNTY OF RIVERSIDE AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

This Memorandum of Understanding (“MOU”) for Court Security Services is between the County of Riverside (“County”) and the Superior Court of California, County of Riverside (“Court”).

RECITALS

WHEREAS, Government Code § 30025 mandates a Realignment of Superior Court Security Funding, so that Funding for Superior Court Security is now distributed by the State of California directly to County;

WHEREAS, pursuant to Government Code § 69920, such Realignment of Superior Court Security Funding is not intended to, nor should it, result in reduced Court Security Service delivery, increased obligations on County, or other significant programmatic changes that would not otherwise have occurred absent Realignment;

WHEREAS, Government Code § 69926(b) authorizes Court to contract with County for Court Security Services pursuant to the Funding Realignment; and

WHEREAS, Court and County desire to enter into this MOU concerning the nature and extent of Court Security Services to be provided to Court;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other valuable consideration, County and Court hereto agree as follows:

MOU CONTENTS

ARTICLE I:	AUTHORIZED REPRESENTATIVES
ARTICLE II:	TERM
ARTICLE III:	SCOPE OF SERVICES
ARTICLE IV:	INDEMNIFICATION PROVISIONS
ARTICLE V:	MISCELLANEOUS PROVISIONS
EXHIBIT A:	CLETS AGREEMENT

ARTICLE I: AUTHORIZED REPRESENTATIVES

The Court Executive Officer or his/her designee(s) shall administer this MOU on behalf of Court. Court's Chief Deputy of Administrative and Financial Services and Court's Chief Deputy of Operations shall be the points of contact for Court ("Court Representatives") and shall be authorized to make requests and grant approvals for Court within the scope of this MOU.

The Executive Officer of Riverside County or his/her designee(s) shall administer this MOU on behalf of County. The Executive Office Principal Management Analyst for Sheriff's Operations and Riverside County Sheriff's Department Chief Deputy over Court Services shall be the points of contact for Sheriff ("Sheriff Representatives"). The Riverside County Sheriff's Department ("Sheriff") shall be authorized to govern the day-to-day provision of Court Security Services under this MOU.

ARTICLE II: TERM

This MOU shall be effective January 1, 2013 through December 31, 2015. Court and County are to meet approximately six (6) months prior to the expiration of this MOU for the purpose of negotiating a new MOU governing the provision of Court Security Services after December 31, 2015. If a new MOU has not been signed by the parties prior to December 31, 2015, the terms and conditions of this MOU shall remain in effect until a new MOU is signed by the parties.

ARTICLE III: SCOPE OF COURT SECURITY SERVICES

Sheriff shall provide Court Security Services to Court. Court Security Services include, but are not limited to, those services enumerated in Government Code §69922(b). Sheriff agrees to maintain staffing levels at a level not less than those maintained during fiscal year 2010 and 2011 (FY10-11) as expressed by the legislative intent in Government Code 69920 (included in the Superior Court Security Act of 2012).

However, both Court and Sheriff recognize that Trial Court Funding (TCF), provided by the State via Government Code 30025, may not be sufficient to cover the costs to the Sheriff to maintain FY10-11 staffing, which includes unanticipated security needs¹ and appropriate Court Security costs². Additionally, both Sheriff and Court recognize additions to the number of active judicial officers, and/or additional Court Facilities, require additional security staff and will require added funding.

Should Sheriff be unable to consistently fill the daily security staffing needs of the court, either due to inadequate funding levels via TCF, or due to failure to specifically increase funding when additional judicial officers or additional Court facilities are authorized, Sheriff and Court will work cooperatively to identify the staffing and funding issues, and work cooperatively to prioritize critical staffing and

¹ Unanticipated security needs are costs associated with the providing of increased security as a result of multiple defendant, high profile, or high risk trials or trial locations, court sessions held at locations away from a court facility, or other court needs where increases in security staffing are reasonable and prudent. (AOC Court Security Fact Sheet, April 2011, p. 4)

² Appropriately related Court Security Costs include deputy courtroom regular and overtime salaries and benefits, deputy briefing/training salary and benefits, deputy visiting judge/assigned judge courtroom regular and overtime salary and benefits, deputy lobby/perimeter security regular and overtime salaries and benefits, sergeant's regular and overtime salaries and benefits, vehicle mileage, security equipment costs, support services costs.

mutually seek funding solutions through the appropriate legislative process or other opportunities or avenues.

Court agrees to notify Sheriff whenever Deputies are not needed for their assigned duties for an extended period of time. (For example, when a courtroom will not be utilized for more than one day due to the vacation or other absence of the judge or subordinate judicial officer assigned to that courtroom.) Sheriff agrees that such Deputies will be utilized whenever possible for duties related to the needs of Court, including coverage of other courtrooms.

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.

During the period of any public safety emergency or exigent circumstance, Sheriff may temporarily redeploy Deputies assigned to Court for emergency response. If reasonable and practical, Sheriff shall notify Court and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance demands immediate redeployment, Sheriff need not notify Court in advance, but shall do so as soon as practical.

The parties will cooperate to identify the necessary security equipment and supplies, and secure funding for such equipment and supplies. Should the Superior Court Security Funding (TCF) that the State provides to County exceed the costs incurred in complying with this MOU, County is to consider using such excess proceeds to purchase security equipment and supplies for Court.

ARTICLE IV: INDEMNIFICATION

Indemnification Related to Workers Compensation and Employment Issues

1. County shall fully indemnify and hold harmless Court, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of County or any contract labor provider retained by County who provides labor and/or services to the Court pursuant to this MOU.

2. Court shall fully indemnify and hold harmless County, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of Court or any contract labor provider retained by Court pursuant to this MOU.

Indemnification Related to Acts or Omissions; Negligence, or Intentional Torts

1. **Claims Arising From Sole Acts or Omissions of County**
County hereby agrees to defend and indemnify Court, its agents, officers and employees, from any claim, action or proceeding against Court, arising solely out of the acts or omissions of County, including, but not limited to intentional or unintentional acts or omissions, in the performance of this MOU. County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without prior consent of the indemnified party. At its sole discretion, Court may hire counsel of its own choosing and participate at its own expense in the defense of any claim, action or proceeding, although such participation shall not relieve County of any obligation imposed by this MOU. Court shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.
2. **Claims Arising From Sole Acts or Omissions of Court**
Court hereby agrees to defend and indemnify County, its agents, officers and employees from any claim, action or proceeding against County, arising solely out of the acts or omissions of Court, including, but not limited to intentional or unintentional acts or omissions, in the performance of this MOU. Court shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without prior consent of the indemnified party. At its sole discretion, County may hire counsel of its own choosing and participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Court of any obligation imposed by this MOU. County shall notify Court promptly of any claim, action or proceeding and cooperate fully in the defense.
3. **Claims Arising From Concurrent Acts or Omissions**
County hereby agrees to defend itself, and Court hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions, including, but not limited to intentional or unintentional acts or omissions, of County and Court. In such cases, County and Court agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.
4. **Joint Defense**
Notwithstanding paragraph 3 above, in cases where County and Court agree in writing to a joint defense, County and Court may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions, including, but not limited to intentional or unintentional acts or omissions, of Court and County. Joint defense counsel shall be selected by mutual agreement of County and Court. County and Court agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and Court further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Court.
5. **Reimbursement and/or Reallocation**
Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Court may seek reimbursement and/or reallocation of defense costs,

settlement payments, judgments and awards, consistent with such comparative fault.

ARTICLE V: MISCELLANEOUS PROVISIONS

A. Independent Contractor Status

In the performance of services under this MOU, County and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of Court. All such personnel provided by County under this MOU are under the direct and exclusive supervision, daily direction, and control of County, and County assumes full responsibility for the actions and omissions to act of such personnel in the performance of services hereunder.

The management, direction, and supervision of Sheriff's personnel, the public safety protection, the standards of performance, the discipline of employees, and all other matters relating to the performance of Court Security Services, shall be performed by and be the responsibility of Sheriff in Sheriff's reasonable judgment and in accord with the provisions of applicable labor agreements and this MOU. Sheriff shall be the appointing authority for all personnel provided to Court pursuant to this MOU.

Court shall have the right, through Sheriff, to request removal for cause from Court's facilities of any Sheriff officer, agent or employee, including contract labor provider, who performs Court Security Services or any other labor or service pursuant to this MOU. Court and County acknowledge and agree that Court does not control the manner and means of performing the work of Sheriff's officers, agents or employees who perform Court Security Services or any other labor or service pursuant to this MOU, nor does Court have the right to hire or fire such officers, agents or employees. Sheriff has no authority of any kind to bind Court, and Court has no authority to bind Sheriff in any respect whatsoever, nor shall Sheriff act or attempt to act, or represent itself directly or by implication as an agent of Court, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Court. Court shall not act or attempt to act, or represent itself directly or by implication as an agent of Sheriff, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Sheriff.

B. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows, or to such other place as each party may designate by subsequent written notice to each other:

To Court:

Court Executive Officer
Riverside Historic Courthouse
4050 Main St.
Riverside, CA 92501

AND

Presiding Judge
Riverside Historic Courthouse
4050 Main St.
Riverside, CA 92501

To County:

County Executive Office
Principal Management Analyst for Sheriff Operations
4080 Lemon Street, 4th Floor
Riverside, CA 92502

AND

Riverside County Sheriff
Chief Deputy for Court Services
4095 Lemon Street, 2nd Floor
Riverside, CA 92502

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 first business day following personal delivery, or two (2) business days following the date the notice is postmarked, if mailed, or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

C. Time of the Essence

Time is of the essence for this MOU. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include Court holidays.

D. Amendment or Assignment

Unless expressly authorized or designated elsewhere in this MOU, this MOU may be modified or amended only by a written document signed by all parties, and no oral understanding or agreement shall be binding on the parties.

No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party

E. Entire MOU

This MOU, including all Exhibits hereto, constitutes the complete and exclusive statement of agreement between County and Court with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this MOU.

F. Construction

Each party has had the opportunity to participate in the drafting and preparation of this MOU and this MOU will be deemed to have been made and shall be construed, interpreted, governed and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this MOU are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the MOU and shall not be construed against any one party. The CLETS Agreement, attached to this MOU as Exhibit A, is hereby incorporated into this MOU by this reference.

G. Waiver

A waiver by County or Court of a breach of any of the covenants to be performed by County or Court shall not be construed as a waiver of any succeeding breach of the same or other

covenants, agreements, restrictions, or conditions of this MOU. In addition, the failure of either party to insist upon strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by County or Court of either performance or payment shall not be considered a waiver of the other party's preceding breach of this MOU.

H. Authority to Enter MOU

County and Court each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.

I. Cooperation Between the Parties

County and Court will cooperate in good faith to implement this MOU. The 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 affecting Court Security throughout Riverside County. All attempts will be made to resolve any disputes that arise as timely and amicably as possible. Any unresolved disputes relating to Court Security Services shall be subject to the Dispute Resolution Procedures set forth in Government Code § 69926.

J. Counterparts

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

K. Severability

This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any Court or other legal authority, or is agreed upon by the parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this MOU to either party is lost, then the MOU may be terminated at the option of the affected party, with the notice as required in this MOU. In all other cases, the remainder of this MOU shall be severable and shall continue in full force and effect.

L. Legislative Changes

If any changes are made to the Act or regulations or Rules of Court adopted pursuant thereto, or to any successor legislation or regulations, or if the State imposes any budget requirements or limitations applicable to this MOU and the services to be provided hereunder then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the parties and this MOU, and this MOU shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this MOU in which case such material provision shall be voidable and the parties will negotiate in good faith to amend the MOU as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this MOU or the right or obligations of Court or Sheriff under this MOU unless the parties mutually agree to subject themselves to such changes(s). If any changes are made affecting the Local Trial Court Security Account, the parties shall meet and confer regarding such changes.

- M. **Representation**
Court's Presiding Judge, or his or her designee, shall represent Court in all discussions pertaining to this MOU. Sheriff or his designee shall represent County in all discussions pertaining to this MOU.
- N. **Job Actions**
In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform Court Security Services, Sheriff agrees to make all reasonable efforts to ensure that the critical Court Security Services are provided to Court.
- O. **Security Plan**
Sheriff will prepare and/or update as needed the "Law Enforcement Security Plan" covering all Court Facilities in the County pursuant to Government Code § 69921(c). Upon request, Sheriff shall provide, with the Law Enforcement Security Plan, a written summary evaluation of compliance during the past calendar year with this MOU. In addition, upon request, Sheriff shall provide a written report containing the number of citizen complaints, nature of complaints, and findings (to be consistent with Department of Justice requirements). Such report shall be statistical in nature and not include confidential personnel information. In addition, if requested by the Presiding Judge, Sheriff, or his or her designee, shall work in conjunction with the Presiding Judge to develop an annual or multi-year Comprehensive Court Security Plan, which shall include the Law Enforcement Security Plan. *See*, Government Code § 69925.
- P. 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 Exhibit A attached hereto and incorporated by this reference.
- Q. **Obligation**
This MOU shall be binding upon the successors of the Presiding Judge of the Court, County, and Members of the County Board of Supervisors.

This MOU is executed and delivered within the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by their respective authorized agents.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE**


COUNTY OF RIVERSIDE

By: Mark A. Cope
Honorable Mark A. Cope
Presiding Judge

By: _____
John J. Benoit, Chairman
Board of Supervisors

Dated: 7-2-13

Dated: _____

By: 
Sherri R. Carter
Court Executive Officer

Dated: 7-15-13

RECOMMENDED FOR APPROVAL:

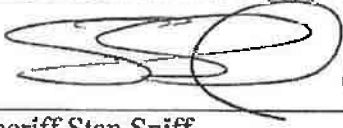
By:  6/30/2013
Sheriff Stan Sniff

EXHIBIT A

SCOPE OF SERVICES FOR CLETS

1. **Effective Dates**
The provision of services herein shall be effective upon execution by both parties of the Memorandum of Understanding for Court Security Services and shall remain in effect until terminated by either party pursuant to Section 2 below.
2. **Termination**
Either party may terminate the services under this Exhibit 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 Sheriffs 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.