

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



**ITEM  
3.7  
(ID # 6115)**

**MEETING DATE:**

Tuesday, February 27, 2018

**FROM :** EXECUTIVE OFFICE:

**SUBJECT:** EXECUTIVE OFFICE: Service agreement and Memorandum of Understanding between the County of Riverside and the Superior Court of California, County of Riverside; All District. [\$1,480,584 - General Fund]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chairman to sign all copies of the attached service agreement and Memorandum of Understanding between the County of Riverside and the Superior Court of California, County of Riverside.

**ACTION:** Policy

Jeff Van Wageningen

2/19/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington, Perez and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** February 27, 2018  
**xc:** EO

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 493,528	\$ 493,528	\$ 1,480,584	\$ 0
<b>NET COUNTY COST</b>	\$ 493,528	\$ 493,528	\$ 1,480,584	\$ 0
<b>SOURCE OF FUNDS: General Fund – Contribution to Other Funds</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	17/18 to 19/20

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The County entered into an initial contract with the Superior Court beginning in 2001 to ensure that services to citizens of Riverside County would continue uninterrupted. The agreement was amended in 2004, reauthorized in 2009, amended in 2013 and an agreement was made in 2014. These amendments are extending the current agreements for three years and adding additional costs from the County to the Superior Court for the costs of staffing and automation maintenance involved in the statutorily mandated monthly distribution of fines and fees.

At the Court's request there is now a separate agreement for court security services that are provided by the Sheriff and funded in part by the state under provisions of the 2011 realignment of public safety. Over the years the number of services the county provides to the court has substantially changed. The county no longer provides human resource functions for the court, nor does the county provide information technology support, custodial, maintenance or facilities management for the state owned court buildings. County and court staff work cooperatively and continue to meet regarding collections, dispute resolution and any other issues of mutual interest. The county reimburses the Superior Court for services and also pays a portion of judicial benefits for judges hired before August 1, 2003 (there are only four judges remaining in this category). The budgeted amount of reimbursement has been unchanged for three fiscal years, save the current amendment to increase costs for fine/fee distribution described above. The cost of judicial benefits decline as judges retire.

**Impact on Residents and Businesses**

Defined relationships between the county and the court facilitates citizen access to information and services from both entities.

**Additional Fiscal Information**

The agreement and Form 11 presented June 17, 2014 had \$472,351 per year cost. The current amendment will add an additional \$21,177 costs to the County from the Superior Court for the costs of staffing and automation maintenance involved in the statutorily mandated monthly distribution of fines and fees and extend services three years until June 30, 2020.

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

**Contract History and Price Reasonableness**

On September 1, 2009 (M.O. 3-7) The County entered into an initial contract with the Superior Court.

On February 26, 2013 (M.O. 3-10) the agreement between the County and the Superior Court was amended.

On August 20, 2013 (M.O. 3-12) The MOU with the Superior Court was approved by the board.

On June 17, 2014 (M.O. 3-7) The County entered into a service agreement with the Superior Court to clarify the terms of services.

**ATTACHMENTS:**

**ATTACHMENT A.** Amendment to the Memorandum of Understanding for court security services

**ATTACHMENT B.** Amendment No. 2 to the contract between the County of Riverside and the Superior Court of California, County of Riverside

  
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Gregory T. Priamos, Director County Counsel      2/15/2018

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

The County of Riverside ("County") and the Superior Court of California, County of Riverside ("Court") entered into a Memorandum of Understanding ("MOU") for Court Security Services pursuant to California Government Code § 69926(b) that was approved by the Riverside County Board of Supervisors on August 20, 2013.

County and Court do hereby amend Article II of the MOU to read as follows:

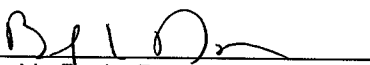
**ARTICLE II: TERM**

This MOU shall be effective January 1, 2013 through June 30, 2020. 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 June 30, 2020. If a new MOU has not been signed by the parties prior to June 30, 2020, the terms and conditions of this MOU shall remain in effect until a new MOU is signed by the parties.

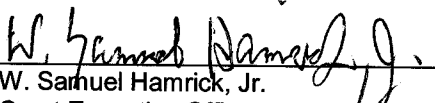
Except as stated above, all other provisions of the MOU remain unchanged and in effect.

IN WITNESS HEREOF, Court and County execute this First Amendment to the MOU, effective upon the signature of both parties:

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

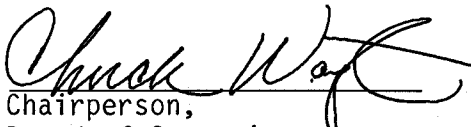
By:   
Honorable Becky Dugan  
Presiding Judge

Dated: 2/5/18

By:   
W. Samuel Hamrick, Jr.  
Court Executive Officer

Dated: 2/5/2018

**COUNTY OF RIVERSIDE**

By:   
Chairperson,  
Board of Supervisors

Dated: FEB 27 2018

FORM APPROVED COUNTY COUNSEL  
BY:  2/16/18  
DALE A. GARDNER DATE

RECOMMENDED FOR APPROVAL:

By:   
Sheriff Stan Sniff

Dated: 2/14/2018

ATTEST:

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

**SECOND AMENDMENT TO THE CONTRACT  
BETWEEN THE COUNTY OF RIVERSIDE AND  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

The County of Riverside ("County") and the Superior Court of California, County of Riverside ("Court") entered into a Contract for Services on June 17, 2014, Agenda Item No. 3.7, pursuant to California Government Code § 77212 (Agreement). County and Court thereafter entered into an Amendment to the Agreement on March 14, 2017, Agenda Item No. 3.7, to clarify issues regarding the collection of fines, assessments, penalties and accrued interest.

In Article 1, the Agreement established the effective term from July 1, 2014 through June 30, 2017.

In Article 12, the Agreement established that the Court will deposit into a bank account, which has been established by the Judicial Council of California, and which is separate from the County treasury, all money that is received by the Court and is required by law to be deposited into the County treasury or with the County treasurer ("County Money"). County Money includes, but is not limited to, Sections 24353, 68085, 68085.5, and 68101 of the Government Code and Section 1463.001 of the Penal Code. Money collected pursuant to Government Code section 68085.1 shall be deposited as provided in that section. The bank account has been approved by the JCC Administrative Director of the Courts.

NOW THEREFORE, County and Court do hereby agree to further amend Article 1 and Article 12 of the Agreement as follows:

**I. Term and Effective Date of the Agreement**

Article 1, Paragraph 1.0 is hereby amended to extend the Agreement for three (3) years. The Agreement shall be effective July 1, 2017 through June 30, 2020.

**II. Collections Bank Account**

Article 12 is hereby amended to add the following:

**12.1 Interest**

Interest accrued on deposits shall be apportioned in the following manner: 66% to the County and 34% to the Court. This split is based on the average amount of criminal (County Money) and civil (Court Money) collections collected and distributed for Fiscal Years 2014-15 through 2016-17.

**12.2 Payment to the County**

Upon effective date of this Second Amendment to the Agreement, the Court shall continue to distribute accrued interest owed to the County by the 15<sup>th</sup> day of each calendar month.

**12.3 Court Costs**

Staffing and operating expenses incurred by the Court associated with the monthly distribution of collections shall be apportioned to the Court and the County in the same manner as interest: 66% to the County and 34% to the Court.

**12.4. Payment to the Court**

Effective July 1, 2017, the County will reimburse the Court an annual amount of \$21,177.12 in 1/12<sup>th</sup> of the annual amount each month. Monthly County CAI Cost Spreadsheet is attached hereto as Exhibit A. \$1,764.76 will be remitted to the Court by the 5<sup>th</sup> day of each month to cover the expenditures for that month. The Court shall not seek reimbursement for any prior years' services performed related to this item.

**12.5 Recalculation of Interest and Court Costs**

Prior to any renewal of this Agreement, the Court will recalculate average staffing and operating expenses, and collections of the fiscal years covered in the expiring Agreement, with the intent that the Parties shall adjust interest and court costs apportionment accordingly in any new agreement.

**12.6 Payment Method**

Monthly interest and cost transfers will be made by electronic fund transfer. The transfer method is agreed to by both parties.

Except as stated above, all other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the Court and the County have caused their duly authorized representatives to execute this Second Amendment to the Agreement.

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

By: W. Samuel Hamrick, Jr.  
W. Samuel Hamrick, Jr.  
Court Executive Officer

2/5/2018  
Dated

FORM APPROVED COUNTY COUNSEL  
BY: DALE A. GARDNER 2/16/18  
DATE

**COUNTY OF RIVERSIDE**

By: Chuck Washington  
Chairperson, Board of Supervisors  
**CHUCK WASHINGTON**

FEB 27 2018  
Dated

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

FEB 27 2018  
Dated

**MONTHLY COUNTY CAI COST**

	MONTHLY TOTAL (A)	COURT'S MONTHLY SHARE (A x 34%)	COUNTY'S MONTHLY SHARE (B = A x 66%)	COUNTY'S ANNAULIZED SHARE B x 12months
COURT STAFF	2,254.51	766.53	1,487.98	17,855.76
DATA BUILDERS*	419.36	142.58	276.78	3,321.36
<b>TOTAL COSTS</b>	<b>2,673.87</b>	<b>909.11</b>	<b>1,764.76</b>	<b>21,177.12</b>

\* CAI (Court Accounting Interface) software monthly maintenance costs.











# CAI MONTH-END COST TRACKING TOOL

NAME: DATA BUILDERS  
 POSITION: 3RD PARTY SERVICES PROVIDER

DATE	INVOICED AMOUNT	DESCRIPTION OF TASK
Jan-2013	88.00	CAI Month-end
May-2013	110.00	CAI Month-end
Sep-2013	33.00	CAI Month-end
Nov-2013	66.00	CAI Month-end
Aug-2014	2,178.00	CAI Month-end
Sep-2014	1,943.50	CAI Month-end
Oct-2014	2,860.00	CAI Month-end
Nov-2014	913.00	CAI Month-end
Dec-2014	264.00	CAI Month-end
Jan-2015	1,705.00	CAI Month-end
Feb-2015	704.00	CAI Month-end
Mar-2015	253.00	CAI Month-end
May-2015	209.00	CAI Month-end
Jun-2015	374.00	CAI Month-end
Jul-2015	869.00	CAI Month-end
Aug-2015	330.00	CAI Month-end
Sep-2015	187.00	CAI Month-end
Oct-2015	737.00	CAI Month-end
Nov-2015	1,342.00	CAI Month-end
Dec-2015	143.00	CAI Month-end
Feb-2016	748.00	CAI Month-end
Mar-2016	187.00	CAI Month-end
Apr-2016	704.00	CAI Month-end
May-2016	297.00	CAI Month-end
Jun-2016	55.00	CAI Month-end
Jul-2016	44.00	CAI Month-end
Sep-2016	319.00	CAI Month-end
Dec-2016	968.00	CAI Month-end
Jan-2017	55.00	CAI Month-end
Feb-2017	198.00	CAI Month-end
Mar-2017	88.00	CAI Month-end
Apr-2017	44.00	CAI Month-end
May-2017	1,111.00	CAI Month-end
Jun-2017	2,519.00	CAI Month-end
<b>TOTAL</b>	<u>22,645.50</u>	(A)

<b>AVERAGE MONTHLY SUPPORT (A/54 months)</b>	<b>\$ 419.36</b>
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