

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # \*B-18

Urgent

Routine

AGENDA DATE June 7, 2011

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval for the County and Sheriff to enter into an Agreement with the Stanislaus County Superior Court for Court Security Services

STAFF RECOMMENDATIONS:

1. Authorize the Chief Executive Officer and Sheriff to sign the Agreement with the Stanislaus County Superior Court for the Sheriff to provide Court Security Services.
2. Authorize the Chief Executive Officer and the Sheriff to sign any and all additional documents to implement this Agreement.

FISCAL IMPACT:

The 2011-2012 Proposed Budget includes total appropriations of \$4,079,252 for the Sheriff's Court Security budget. This budget was balanced with \$3,929,482 of estimated revenue received from charges to the Court and Child Support Services. Certain overhead costs consisting of \$149,770 are not allowable expenses that can be charged to the Court under the Trial Court Funding Act of 1997 Rule of the Court 810 and will be reflective as part of the Net County Cost. The Superior Court, pursuant to this agreement, will be billed on a monthly basis and pay to the County this revised amount. There is no additional cost to the General Fund as a result of this amendment.

BOARD ACTION AS FOLLOWS:

No. 2011-347

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow, and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the County and Sheriff to enter into an Agreement with the Stanislaus County Superior Court for Court Security Services

**DISCUSSION:**

Government Code section §77212.5 provides that the Superior Court must enter into an agreement with the Sheriff regarding the provision of security services that are provided after July 1, 1999. The County and the Superior Court first entered into an agreement in 1999 that provided for court security services. The current contract initially expired on June 30, 2010, but was amended and extended through June of 2011. The term of the new agreement is July 1, 2011 through June 30, 2014. This agreement is reflective of the Trial Court Funding Act of 1997 as governed by Rule 810 of the California Rules of Court as in effect on July 1, 1996.

The total cost of providing Court Security Services is \$4,079,252. The agreement calls for the designated amount of \$3,929,482 for the first year, to be charged to the Superior Court and billed \$327,457 on a monthly basis. The budget is balanced with \$149,770 of Net County Cost contribution for expenses that can not be charged to the Court.

This agreement will allow the Sheriff to continue to provide the level of service deemed necessary by the Court and the Sheriff to ensure court services in Stanislaus County are provided in a manner that protects the public and staff who enter the various courtrooms each day.

**POLICY ISSUES:**

Approval of this agreement supports the Board of Supervisors' priorities of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services.

**STAFFING IMPACT:**

This agreement funds the following positions:

- .5 Lieutenant
- 2 Sergeant
- 13 Deputy Sheriff
- 14 Deputy Sheriff-Custodial
- 5 Security Officers
- 3 Extra Help Hours (Full Time Equivalents)
- 37.5 Total Positions

There are no staffing changes associated with this item.

**CONTACT:**

Adam Christianson, Sheriff-Coroner, Telephone: (209) 525-7015

**AGREEMENT AMONG  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS,  
THE COUNTY OF STANISLAUS, AND  
THE STANISLAUS COUNTY SHERIFF**

**COURT SECURITY SERVICES**

This Agreement is between THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS (COURT), and THE COUNTY OF STANISLAUS (COUNTY), for services to be provided by THE STANISLAUS COUNTY SHERIFF (SHERIFF).

**RECITALS**

WHEREAS, COUNTY through the SHERIFF provides public safety services throughout the County of Stanislaus; and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, COURT has needs for security services; and

WHEREAS, as of July 1, 1997, under the Trial Court Funding Act of 1997 (Ch. 850, Stats. 1997) (see Gov. Code § 77009.1(h)) (the "1997 Act"), the State of California assumed responsibility for funding local Trial Court "Court Operations" as defined in the Act and in Rule 810 (now 10.810) of the California Rules of Court as in effect on July 1, 1996 ("Court Operations"); and

WHEREAS, Government Code § 77009 provides that a County may bill the Trial Courts for certain costs, qualified under the law, incurred in rendering certain services to the Trial Courts; and

WHEREAS, Rule 10.810 of the California Rules of Court prescribes those costs which are allowable for reimbursement under Government Code § 77009; and

WHEREAS, the legislature enacted the Superior Court Law Enforcement Act of 2002 (SB 1396; the "2002 Act") adding Article 8.5 to Chapter 5 of Title 8 of the Government Code (Government Code § 69920 *et seq.*) which modifies Function 8 of Rule 10.810 in a manner that standardizes billing and accounting practices and Court Security plans, identifies allowable law enforcement security costs and states that any new Court Security cost permitted by this article shall not be operative unless the funding is provided by the Legislature; and

WHEREAS, any new Court Security costs permitted by Government Code § 69927 (a)(4-7) shall be operative upon allocation of funding from the California Judicial Council to COURT, whereupon COURT shall reimburse COUNTY for all costs permitted by that article; and

WHEREAS, the Act provides that the State will fund such Court Operations through the Judicial Council of California, which will allocate State funds among the local Trial Courts and deposit the share of such funds allocated to each County Trial Court system into the local Trial Court Operations fund established in each County; and

WHEREAS, under the Act the Presiding Judge, or his or her designee, may authorize and direct expenditures from the local Trial Court Operations fund, consistent with budget management rules adopted by the Judicial Council, in order to pay for Court Operations; and

WHEREAS, COUNTY through SHERIFF currently provides security services to COURT pursuant to a Memorandum of Understanding dated July 10, 2010, which is set to expire on June 30, 2011; and

WHEREAS, COURT and COUNTY through SHERIFF desire to enter into a new agreement with provisions concerning the nature and extent of Court Security services to be provided to COURT, and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that COURT requires standards of performance that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with COURT employees and all persons utilizing the services of COURT;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and COURT jointly intend that COURT will fund and COUNTY will provide a level of Court Security services, as set forth in this Agreement.

### **DEFINITIONS**

#### **I. JUDICIAL BUSINESS:**

As used in this Agreement, the term JUDICIAL BUSINESS refers to COURT'S exercise of its judicial power, including but not limited to those powers set forth in the California Constitution and C.C.P. § 128. JUDICIAL BUSINESS also refers to COURT'S management, performance, direction and supervision of judicial functions including but not limited to calendar management, case management, determination of COURT policy, drafting and implementation of local rules and supervision and oversight of COURT staff. The performance of JUDICIAL BUSINESS is solely the responsibility of the COURT.

#### **II. SECURITY SERVICES:**

As used in this Agreement, the term SECURITY SERVICES refers to SHERIFF'S provision of those services set forth in Section II of this Agreement. SECURITY SERVICES include but are not limited to traditional bailiff services for judicial officers, movement of prisoners within COURT facilities, patrol of the interior of COURT facilities as further set forth in this Agreement and the Court Security Plan, security and protection of judicial officers, COURT personnel, jurors and the general public within COURT facilities and direct supervision of SHERIFF'S personnel

assigned to the Court Services Unit.

## **AGREEMENT**

### **I. PURPOSE AND INTENT**

The purposes of this Agreement are to satisfy the requirements of California Government Code § 69920 *et seq.*, and to implement the purposes of the 2002 Act regarding provision of Court Security services included in Court Operations and the reimbursement of COUNTY therefore by COURT in accordance with the Act. Nothing in this Agreement is intended to or shall be deemed to limit, expand or otherwise change the definition of “Court Operations” or “allowable costs” under the 2002 Act, Rule 10.810 of the California Rules of Court, and Government Code § 69920 *et seq.*, or to impose any obligation on COURT to pay COUNTY for any services, equipment, costs, expenses or liabilities of whatever nature except as are included in Court Operations as “allowable costs” pursuant to the Act, Rule 10.810 and Government Code § 69920 *et seq.*

### **II. SCOPE OF SERVICES**

COUNTY through SHERIFF shall provide Court Security services to COURT as follows:

#### **A. Basic Services to Main Court Facilities**

COUNTY through SHERIFF will provide basic Court Security services (“Basic Services”) to COURT in the facilities described in Exhibit A – Court Facilities. The Basic Services will consist of providing personnel to perform the following Court Security functions during normal Court hours, including lunch and break time: traditional bailiff services for each judicial officer; movement of prisoners within Court Facilities; patrol of the interior of Court Facilities, including hallways and Court

business and administrative offices; security of holding area in Court Facilities; security and protection of Judges, Judicial Officers, Court personnel, jurors, and the general public within Court Facilities; identification of potential threats from inmates or from other persons to the security of the COURT; and direct supervision of Sheriff's Department Court Security personnel assigned to the Court Services Unit; all to the extent included in Court Operations and as necessary and appropriate to meet the Standards of Service described in Section IV for those Court Facilities described in Exhibit A.

**B. Limited Services to other Court Facilities**

COUNTY through SHERIFF will provide limited Court Security services ("Limited Services") to COURT in the facilities described in Exhibit A – Court Facilities. The Limited Services will consist of providing personnel to perform the following Court Security functions during normal Court hours, including lunch and break time: traditional bailiff services for each judicial officer; movement of prisoners within Court Facilities; security of holding area in Court Facilities; security and protection of Judges, Judicial Officers, Court personnel, jurors, and the general public within the courtroom; identification of potential threats from inmates or from other persons to the security of the COURT; and direct supervision of Sheriff's Department Court Security personnel assigned to the Court Services Unit.

**C. Additional Services**

1. COUNTY through SHERIFF may provide supplemental or special Court Security services or additional related equipment and supplies as requested by

COURT and deemed by COURT to be included in Court Operations (“Additional Services”). Additional Services may include, but are not limited to:

- (a) staffing of additional courtrooms, facilities, holding cells, or weapons screening stations not included in Exhibit A;
- (b) extraordinary security occasioned by High Security Events and Conditions (Exhibit D) beyond that covered under Basic Services;
- (c) ceremonial services or after-hour use of Court facilities and courtrooms by private organizations approved by COURT. COUNTY through SHERIFF agrees to provide these services to the extent practicable with existing resources.

2. Requests for Additional Services may be made to SHERIFF by COURT, through the Presiding Judge, his or her designee(s), or by COURT Chief Executive Officer or his or her designee(s), and should be made in writing, or, if made in person or by telephone, be confirmed in writing by the requestor within forty-eight (48) hours of the request. Requests for Additional Services in writing or confirmed in writing may include e-mail correspondence. COURT shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.
3. SHERIFF shall advise COURT promptly, and shall confirm in writing, if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise COURT in writing of the estimated costs of the



services, using the rates as outlined in Exhibit B for that fiscal year and, based upon the most effective manner of providing such services. If COURT approves the estimated costs, the Presiding Judge, the COURT Chief Executive Officer or their designee(s) shall sign SHERIFF'S written estimate and return a copy of the signed estimate to SHERIFF. SHERIFF shall then provide such Additional Services to COURT and shall be reimbursed for the actual cost of providing the Additional Services.

4. COUNTY and COURT acknowledge and agree that it is impracticable to specify in this Agreement each and every category of Additional Services which might be desired by COURT, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of Court Operations.
5. SHERIFF shall provide services related to the investigation of threats to Judges, Judicial Officers, Court personnel and jurors acting in their official capacity, and threats to Court Facilities at no charge to COURT. SHERIFF, in consultation with the Presiding Judge or his or her designee, shall determine the level of services required in response to any such threat. SHERIFF, at his or her discretion, may utilize regional services in the course of threat investigations and response.

#### **D. Emergencies**

1. Notwithstanding any other provision of this Agreement, in the event of an emergency involving security in the Exhibit A Court Facilities or involving

threats against any Judges, Judicial Officers, Court personnel, jurors, or the general public, wherever located within the Court Facilities, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

2. Notwithstanding any other provision of this Agreement, in the event of an emergency involving security in the Exhibit A Court Facilities or involving threats against any Judges, Judicial Officers, Court personnel, jurors, or the general public located inside the court room, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.
3. SHERIFF Court Security personnel may be required to perform temporary duty outside the scope of this Agreement. For the purpose of this Agreement, "temporary duty" shall include, but not be limited to, assignments necessitated by a public safety emergency or other exigent circumstances such as "mutual aid" when there is a clear and present danger.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, Court Security personnel may be temporarily redeployed for emergency response. If reasonable and practical, SHERIFF shall notify the Presiding Judge and COURT Chief Executive Officer or their designee(s) and discuss the redeployment prior to reassignment. If the public safety emergency

or exigent circumstance such as mutual aid demands immediate redeployment, SHERIFF need not notify the Presiding Judge or Court Chief Executive Officer in advance, but shall do so as soon as practical. COURT shall not be responsible for the cost of redeployed SHERIFF Court Security personnel beyond the first two (2) COURT business days of each public safety emergency or exigent circumstance event, or beyond the second such event within a given fiscal year.

### **III. TERM OF AGREEMENT**

#### **A. Initial Term: Option to Extend:**

The term of this Agreement shall commence at midnight July 1, 2011, and shall continue in effect through and terminate at midnight on June 30, 2014; subject to the provisions of Sections III. B-C. below.

#### **B. Negotiation of Agreement for Services after June 30, 2014:**

COURT and COUNTY shall meet approximately six (6) months prior to the June 30, 2014, termination date for the purpose of negotiating an agreement governing the provision of Court security services after July 1, 2014. If such an agreement has not been signed by all parties prior to the June 30, 2014, termination date, this Agreement shall remain in effect until a new agreement is signed by all parties.

#### **C. Termination:**

COURT and COUNTY recognize that the ninety-day minimum termination notice provided by law is inadequate to allow COUNTY to reallocate resources committed to the SHERIFF'S Court Services Unit and for COURT to provide alternate

arrangements for the security COURT operations. Accordingly, subject to the applicable provisions of state law, any party may terminate this Agreement upon written notice to the other parties given no later than December 31 of any year, to be effective on July 1 of the subsequent year.

#### **IV. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES**

##### **A. Anticipated Service Outcome**

The anticipated outcome of the Court Security services to be provided by COUNTY through SHERIFF to COURT under this Agreement is the ability of the COURT and the public to conduct JUDICIAL BUSINESS safely, effectively and in a manner that maintains the integrity of the judicial process COUNTY through SHERIFF shall provide COURT with qualified personnel to meet the following performance standards and scope of service:

##### **1. Courthouse Security Function**

Basic Services for facilities outlined in Exhibit A shall include, but not be limited to:

- a. Processing persons through weapons screening stations at courthouse entrances and operating screening equipment; maintaining security-related equipment purchased by COURT;
- b. Conducting thorough systematic searches of courtroom and surrounding areas for weapons or suspicious packages prior to morning and afternoon sessions to ensure courtroom security; and

- c. Sufficiently staffing weapon screening stations to avoid unreasonable delays for persons entering the courthouse facility.

## 2. **Bailiff Function**

Every courtroom shall be staffed with a bailiff when Court is in session unless released by the affected Judge, Judicial Officer or the Presiding Judge.

Services shall include, but not be limited to:

- a. Ensuring and maintaining order and quiet in and near the courtroom; enforcing courtroom rules of behavior and warning persons not to smoke or disturb court procedure; maintaining visual surveillance of the gallery and monitoring persons in the courtroom to prevent or respond to disruptive activity by summoning SHERIFF's Court Security Deputies to assist with disruptive activity; observing people and activities during courtroom hours;
- b. Maintaining custody and control of all prisoners; taking persons into custody; at the direction of the Judicial Officer;
- c. Ensuring jurors, spectators, witnesses and attorneys conform to the respective Judicial Officer's standards of courtroom demeanor by informing them of appropriate standards; instructing jury panel on appropriate courtroom decorum and monitoring conformance;
- d. Ensuring physical integrity of the jury by maintaining order and isolation from the public, compromising situations, and unauthorized communications; preventing any conversation between jurors and the

- parties to the action while the case is in trial by observing and monitoring interactions of trial participants; taking custody of jurors during deliberations; preventing unauthorized access to the deliberation room; conducting authorized communications with the jurors as directed by the Judicial Officer and referring all other requests to COURT for direction;
- e. Opening court sessions; serving as courtroom crier; calling participants to the stand; contacting attorneys, litigants, and other courtroom personnel as directed by the Judicial Officer or the Courtroom Clerk; providing assistance in calendar call, jury selection, and trials, and in delivering exhibits to the jury room and returning them to the courtroom, as directed by the Courtroom Clerk; reserving jury room as the trial nears conclusion; so long as the duties in the subsection do not compromise the ability to perform security functions;
- f. Serving as liaison between attorneys, jurors, witnesses, litigants and parties to cases and the Judicial Officer and his or her court staff; providing general information and assistance to and responding to questions from the public, attorneys, and participants in a courteous and service-oriented manner; escorting or directing attorneys and parties to the Judge's chambers as appropriate; directing members of the media and the public to appropriate area or personnel; ; so long as the duties in the subsection do not compromise the ability to perform security functions;
- and

- g. Assisting courtroom personnel with other support duties when bailiff and protection functions allow.

**3. Protection Function**

Basic Services for facilities outlined in Exhibit A shall include, but not be limited to:

- a. Preserving and maintaining order in Court Facilities to ensure security, and protecting all persons entering and within the facility; providing special judicial protection; providing courthouse perimeter security outside the courtroom but inside the Court Facility, to include without limitation, patrolling Court Facility areas, including hallways and Court business and administrative offices; responding to emergencies including but not limited to fire alarms, bomb threats, hostage situations, and hazardous spills; opening and securing Court Facility doors; dispatching and assigning SHERIFF's Court Security personnel to cover all assignments and emergencies;
- b. Assessing risks in advance of court sessions and discussing security concerns with Supervisor, Judge, Courtroom personnel and SHERIFF's Court Security personnel as appropriate to develop planned team response; reporting security violations or suspicious items to SHERIFF's Control or other appropriate Court Security personnel; taking corrective action on any security violations, and alerting the Judicial Officer and/or

SHERIFF's Court Security personnel to any possible security problems in or near the courtroom;

- c. Contacting appropriate personnel or agency in the event of medical or emergency situations; taking immediate first aid/CPR action when needed; complying with evacuation plans in the event of an emergency and reporting actions appropriately; and
- d. Maintaining custody and control of prisoners in Court Facilities. As staffing allows, SHERIFF shall use his best efforts to ensure that custodies shall be:
  - a. Delivered to court holding areas in sufficient time prior to their scheduled hearing to avoid delays in the court matters; and
  - b. Picked up from court holding before the end of the court day for return to the jail in order to minimize overtime; and
  - c. Fully dressed-out, when court ordered, and delivered to the Court prior to the hearing to avoid delays in court matters.

**4. Investigative Function**

SHERIFF's Detectives shall investigate reports of judicial threats. During court hours, Detectives shall respond to the affected Judge or Judicial Officer, and notify the Presiding Judge, as soon as possible. During non-court hours, Detectives shall respond to the affected Judge or Judicial Officer and notify the Presiding Judge as soon as possible.



**B. SHERIFF's Discretion: Reassignment of Personnel**

The management, direction, and supervision of SHERIFF's personnel and public safety protection; the standards of performance; the discipline of employees; and, all other matters relating to the performance of SECURITY SERVICES; shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's reasonable judgment and in accord with the provisions of applicable labor agreements and this Agreement.

SHERIFF shall be the appointing authority for all personnel provided to COURT by this Agreement. However:

- (1) SHERIFF or his or her designee will consult with the Judge or Judicial Officer assigned to a particular courtroom prior to the appointment or removal of any courtroom bailiff (excluding short-term replacement of the regularly-assigned bailiff due to.), and
- (2) COURT may make requests regarding individual staffing of courtrooms; however, SHERIFF shall have complete discretion as to the assignment of all individual SHERIFF's personnel under this Agreement
- (3) SHERIFF or Assistant Sheriff will consult with COURT Chief Executive Officer prior to any reassignment of the Lieutenant serving in the Court Services Unit.
- (4) COURT shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY's performance of this AGREEMENT.

(5) SHERIFF is encouraged to offer advice or recommendations to COURT regarding COURT'S conduct of JUDICIAL BUSINESS to the extent such advice or recommendations relate to SHERIFF'S provision of SECURITY SERVICES. However, COURT shall have complete discretion as to its conduct of JUDICIAL BUSINESS.

**C. Staffing for Basic Services**

The SHERIFF shall ensure that adequate numbers of qualified SHERIFF personnel are provided to COURT at all times during the term of this Agreement to meet the Basic Services, Scope of Services and Standards of Service commitments set forth herein. SHERIFF shall use best efforts to fill COURT funded position vacancies within a reasonable period of time.

**D. Temporary Reassignments**

COUNTY and COURT desire the best utilization of personnel of the SHERIFF's Court Services Unit. COURT agrees to use reasonable efforts to notify the supervising employees of the SHERIFF's Court Services Unit whenever SHERIFF's Court Security personnel 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 Judicial Officer assigned to that courtroom. COUNTY agrees that such Court Security personnel will be utilized whenever possible for duties related to the needs of COURT, including coverage of other courtrooms, service related to High Security Events and Conditions (Exhibit D), and coverage for daily absences without additional charge to COURT.

**E. Equipment and Supplies**

1. All SHERIFF's personnel performing services to COURT under the Agreement shall wear the prescribed uniform and equipment of the SHERIFF's Department.
2. COUNTY will provide handcuffs, firearms, o.c. spray, batons, radios and radio-equipped patrol vehicles, to be used by SHERIFF's personnel, except as otherwise provided in this Agreement.
3. COURT will be responsible for the purchase and maintenance costs of any equipment used to provide security in Court Facilities, including but not limited to, alarm systems, metal detectors, restraint devices, and x-ray devices, so long as the same are "allowable costs" under Rule 10.810 and the Act. COUNTY or SHERIFF may acquire such equipment at the request of COURT, at COURT's cost. All such equipment and devices shall be the property of the COURT.

**F. Reports**

SHERIFF shall furnish the following reports to COURT's Executive Officer in a timely manner:

1. Incident Summary Reports (Monthly)
2. Crime Incident Reports (As Reported)
3. Arrest Disposition Reports (As Reported)

**V. COST OF SERVICES/CONSIDERATION**

**A. General**

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Court Security services set forth in this Agreement, COURT shall pay to COUNTY for the services agreed to on the basis of invoices and submittals as set forth hereunder.

**B. Personnel Costs**

1. Basic Services

COURT shall compensate COUNTY for Services as set forth under this Agreement. The cost of Services includes amounts that fully compensates COUNTY for those positions required to provide coverage for all absences, and includes all costs for overtime required to maintain coverage for Services during such absences.

2. Additional Services

COURT shall compensate COUNTY for Additional Services requested and approved by COURT with costs estimated using the SHERIFF's Standard Average Hourly Rates set forth in Exhibit B - Compensation, based upon the actual costs incurred by SHERIFF to provide those services.

**C. Additional Costs**

COURT shall compensate COUNTY for the COURT's equitable share of those additional costs incurred by COUNTY through SHERIFF relating to the services provided to COURT and not already covered under Basic Services or Additional

Services as set forth above. Additional costs include but are not limited to COURT approved equipment and supplies that are “allowable costs” under Government Code § 69927(a)(3) (Section IV. F.); Court required training and training beyond basic training for needs unique to the Court Security function and requested by COURT; and, services requested by COURT and provided to COURT to the extent permitted by law, the Act, Rule 10.810 and Government Code § 69920 *et seq.* that are not already covered under Basic Services or Additional Services as set forth above.

**D. Rate of Compensation**

1. First Year

For the first year of this Agreement, COURT will compensate COUNTY for provision of the Basic Services in an amount equal to the fiscal year base amount set forth in Exhibit C – Contract Rates. In addition to the charges for Basic Services, COURT will compensate COUNTY for Additional Services and Additional Costs as set forth in Section IV.

2. Adjustments

Contractual costs may only be adjusted pursuant to the mutual agreement of the parties. SHERIFF and COURT will meet annually, during the first week of April to review staffing levels and costs to determine if adjustments are necessary.

**E. Mid-Year Adjustments**

If, during the course of a fiscal year, COURT requires a level of Basic Services which will exceed the planned level of Services, COURT or SHERIFF shall notify the other party as soon as possible and propose amendments or modifications to the planned

level of Services for the remainder of the fiscal year. If COURT and COUNTY through SHERIFF agree to a change in the level of Services and the increased level of service necessitates a revision to the Summary of projected Court Security costs, then COURT and COUNTY through SHERIFF shall execute and sign an amendment to Agreement. COUNTY shall delegate the authority to SHERIFF to sign amendments to this Agreement consistent with the intent of this provision after review and approval by County Counsel and the Chief Executive Officer.

**F. Method of Payment, Proportional Payment, Credits**

County shall submit to Court any invoices by close of the following month, for services provided by County and Sheriff in the prior month, including any Additional Services provided and any other amounts under this agreement. On a quarterly basis the County will “true up” actual expenses with the estimated monthly payments received from the Court. Upon receipt of the invoice, the Court will process payment to the County the amount invoiced consistent with this agreement.

**G. Request for Additional Funding**

COURT agrees, within the time prescribed and procedures established by the State and the Judicial Council, to provide documentation of and request from State and the Judicial Council as appropriate any funds needed beyond COURT’s approved budget allocation, on account of Additional Services provided under this Agreement or desired by COURT to be so provided.

**VI. INDEMNIFICATION**

**Indemnification related to Workers Compensation and Employment Issues.**

The COUNTY shall fully indemnify and hold harmless the 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 (1) 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 the COUNTY or any contract labor provider retained by the COUNTY who provides labor and/or services to the COURT pursuant to this agreement., or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY who provides labor and/or services to the COURT pursuant to this agreement.

The COURT shall fully indemnify and hold harmless the 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 (1) 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 the COURT or any contract labor provider retained by the COURT, or (2) any claim, demand, suit or other proceeding arising from or related to, or

claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COURT or any contract labor provider retained by the COURT.

**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 the COURT, its agents, officers and employees, from any claim, action or proceeding against the COURT, arising solely out of the acts or omissions of COUNTY, including, but not limited to both intentional and unintentional acts or omissions, in the performance of this Agreement. The party entitled to defense and indemnification pursuant to this paragraph shall have the right to select counsel of its own choice if in said party's opinion representation of both parties by one counsel is not in its best interests and the obligation to provide a defense shall include payment of the reasonable attorneys fees of such counsel and other reasonable costs of defense, provided however that the parties may agree in writing to a joint defense whereby both parties intend that they be represented by one counsel and to share the attorneys fees and costs of defense as provided for in paragraph "4." of this section concerning "Joint Defense" as set forth below." At its sole discretion, COURT may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. 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**

The COURT hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against the COUNTY, arising solely out of the acts or omissions of COURT, including, but not limited to both intentional and unintentional acts or omissions, in the performance of this Agreement. The party entitled to defense and indemnification pursuant to this paragraph shall have the right to select counsel of its own choice if in said party's opinion representation of both parties by one counsel is not in its best interests and the obligation to provide a defense shall include payment of the reasonable attorneys fees of such counsel and other reasonable costs of defense, provided however that the parties may agree in writing to a joint defense whereby both parties intend that they be represented by one counsel and to share the attorneys fees and costs of defense as provided for in paragraph "4." of this section concerning "Joint Defense" as set forth below." At its sole discretion, COUNTY may 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 Agreement. 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**

The COUNTY hereby agrees to defend itself, and the 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 both intentional and 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 both intentional and 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.

**VII. GENERAL PROVISIONS**

**A. Independent Contractor Status**

In the performance of services under this Agreement, COUNTY and their 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 Agreement 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.

COURT shall have the right, through SHERIFF, to request removal for cause from COURT's facilities of any COUNTY officer, agent or employee, including contract labor provider, who performs Court Security services or any other labor or service pursuant to this Agreement. COURT and COUNTY acknowledge and agree that COURT does not control the manner and means of performing the work of COUNTY's officers, agents or employees who perform Court Security services or any other labor or service pursuant to this Agreement, nor does COURT have the right to hire or fire such officers, agents or employees. COUNTY has no authority of any kind to bind COURT, and COURT has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or 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 COURT or COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

**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  
Stanislaus County Superior Court  
800 11<sup>th</sup> Street  
Modesto, CA 95354

AND

Presiding Judge  
Stanislaus County Superior Court  
800 11<sup>th</sup> Street  
Modesto, CA 95354

To COUNTY and SHERIFF:

Clerk of the Board of Supervisors  
County of Stanislaus  
1010 Tenth Street  
Modesto, CA 95354

AND

Sheriff  
County of Stanislaus  
Sheriff's Department  
250 East Hackett Road  
Modesto, CA 95358

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 of this Agreement. 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: Assignment**

With the exception of the modification or amendment of Exhibits as noted in Sections IV. G., V. D. 2. and V. E. above, this Agreement 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 parties.

**E. Entire Agreement**

This Agreement, including all Exhibits hereto, and the **“Memorandum of Understanding between the Superior Court and the County of Stanislaus Regarding the Provision of Services and Payment of Costs”** whose terms and conditions are incorporated herein by reference, constitute the complete and exclusive statement of agreement between the COUNTY and COURT with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

**F. Construction**

Each party has had the opportunity to participate in the drafting and preparation of this Agreement and this Agreement 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 Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Exhibits attached to this Agreement is hereby incorporated into this Agreement 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 Agreement. In addition, the failure of either party to insist upon strict compliance with any provision of this Agreement 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 Agreement.

**H. Authority to Enter Agreement**

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

**I. Cooperation**

COUNTY through SHERIFF and COURT will cooperate in good faith to implement this Agreement.

**J. Counterparts**

This Agreement 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 Agreement is subject to all applicable laws and regulations. If any provision of this Agreement 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 Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement 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 Agreement 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 Agreement, and this

Agreement 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 Agreement in which case such material provision shall be voidable and the parties will negotiate in good faith to amend the Agreement as necessary, and (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 COURT, COUNTY and SHERIFF under this Agreement unless the parties mutually agree to subject themselves to such changes(s).

If any changes are made affecting the manner in which security funding is provided to COURT by the State, the parties shall meet to amend this Agreement to reflect those changes in funding procedure.

#### **M. Representation**

COURT's Presiding Judge, or his or her designee, shall represent COURT in all discussions pertaining to this Agreement. With the exception of the procedures set forth in section VII. P. concerning services and payment, the Sheriff, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

#### **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, COUNTY through SHERIFF agrees to provide only that minimal level of service agreed to by COURT and COUNTY, and COURT shall have no responsibility for the cost of SHERIFF's Court Security personnel who withhold Court Security service to COURT under those circumstances.



**O. Security Plan**

SHERIFF will prepare an annual "Law Enforcement Security Plan" covering all Court Facilities in the County pursuant to Government Code §§ 69921(d) and 69925. The Law Enforcement Security Plan will be presented to the Presiding Judge in January of each year. Upon request, COUNTY shall provide with the Law Enforcement Security Plan a written summary evaluation of compliance during the past calendar year with the Standards of Service set forth in this Agreement. In addition, upon request, COUNTY 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 required by the Judicial Council, SHERIFF, or his or her designee, shall work in conjunction with the Presiding Judge, or his or her designee, to develop an annual or multi-year Comprehensive Court Security Plan, which shall include the Law Enforcement Security Plan. See Government Code § 69925.

**P. Dispute Resolution Concerning Services and Payment**

- A. If the parties hereto disagree as to any matter governed by this Agreement, until the dispute is resolved, the SHERIFF will continue to provide the Services and the COURT will continue to make payment therefore as set forth herein. Neither party shall unilaterally change the level of Services provided under this Agreement.
- B. If the parties hereto cannot resolve any dispute, either party may give the other

party a written request for a meeting between the Court Executive Officer, the County Administrative Officer and the Sheriff, or their designees, for the purpose of resolving a disagreement between the parties. If such meeting is requested, the meeting will be held within ten (10) days of the receipt of such request by any party.

C. Any disputes between the parties hereto regarding the interpretation or performance of this Agreement that are not resolved under this Section, may be resolved by submission of the dispute to non-binding mediation. A mutually acceptable impartial mediator will be selected by the parties with the expenses to be borne equally by the parties in dispute. In the event that the non-binding mediation is unsuccessful, nothing in this Agreement will preclude the parties from exercising their legal rights and remedies.

D. If a dispute between the parties hereto regarding the interpretation or performance of this Agreement is not resolved under this section, either party may bring legal action to interpret or enforce this Agreement as provided by law.

**Q. Reduction or Termination of Funding**

In the event that funding for reimbursement of Court Security costs is reduced by the State of California, any payments owed under this Agreement by COURT to COUNTY for security services not yet incurred shall be reduced on a *pro rata* basis. The parties shall meet to discuss service and staffing levels and, if appropriate, shall amend Exhibit C to reflect any changes to service or staffing levels mutually agreed to by the parties. COURT shall keep COUNTY and SHERIFF apprised of relevant

information concerning State funding for court security and shall notify COUNTY and SHERIFF of any funding reductions as soon as practicable.

In the event that funding for reimbursement of Court Security costs is terminated by the State of California, this Agreement in its entirety shall be considered null and void, and COUNTY through SHERIFF shall no longer be required to provide Court Security services as described herein. In such event, the parties shall meet immediately to mutually develop and implement, within a reasonable time frame, a transition plan for the provision of Court Security services through alternate means within a reasonable time period.

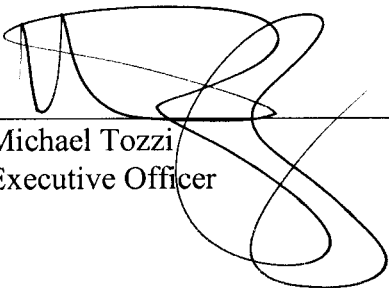
**R. Obligation**

This AGREEMENT shall be binding upon the successors of the Presiding Judge of the COURT, the SHERIFF and the Members of the COUNTY Board of Supervisors.

This AGREEMENT 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 Agreement as of 7<sup>th</sup> day of June 2011.


THE SUPERIOR COURT OF  
STANISLAUS COUNTY



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Michael Tozzi  
Executive Officer

COUNTY OF STANISLAUS



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Richard W. Robinson  
Chief Executive Officer




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Adam Christianson  
Sheriff-Coroner

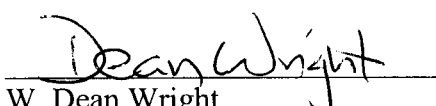
Approved as to Form and Legality:

John P. Doering  
County Counsel



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Jared D. Beeson  
Court Counsel



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W. Dean Wright  
Deputy County Counsel

EXHIBITS TO THIS AGREEMENT:

- Exhibit A – Court Facilities
- Exhibit B – Compensation Rates for Services
- Exhibit C – Contract Rates and Staffing for Basic Services
- Exhibit D – High Security Events and Conditions

**EXHIBIT A**  
**COURT FACILITIES**

As used in this Agreement, “Court Facilities” refers to the following facilities and courtrooms, excluding those portions of any Facility which do not house Court Operations:

Main Court Facilities Receiving Basic Services:

1. Courthouse, 800 11<sup>th</sup> Street, Modesto
2. Juvenile Court, 2215 Blue Gum Ave., Modesto
3. Family Law Clerk’s Office, 1100 I Street, Modesto

Other Court Facilities Receiving Limited Services:

1. Traffic Court, 2260 Floyd Ave., Modesto
2. City Towers Building, 801 10<sup>th</sup> Street – 4<sup>th</sup> and 6<sup>th</sup> floors, Modesto

## EXHIBIT B

### COMPENSATION FOR SERVICES

1. To calculate the annual projected budget increase to this Agreement, the following shall apply:

Personnel costs for employees of the Sheriff's Department Court Security Unit.

- a. Total compensation refers to the amount Stanislaus County Sheriff's Department provides for total compensation (salary and benefits for a 40 hour deputy). The amount of increase will be the actual increase for the employee of the Sheriff which will include any increase due to merit, POST certification, cost of living or any increase in benefits provided.
- b. If the actual costs of the increases are not known at the time stated for adjustments to occur, the parties may use an estimated increase or by mutual agreement to an alternate estimate, both of which will be adjusted when the true costs are known.

2. To calculate the rates for additional services rendered under this Agreement, the following shall apply:

- a. The rates for additional services will be the actual cost incurred calculated at the overtime rate of 1.5 times the base pay rate plus any additional benefit costs.
- b. The rate for per diem staff will be the regular rate of pay unless the per diem employee has exceeded their weekly hours worked in which case the rate will be 1.5 times the base rate of pay plus any additional benefit costs.

**EXHIBIT C**

**STANISLAUS COUNTY SHERIFF'S DEPARTMENT  
CONTRACT RATES FOR  
SUPERIOR COURTS  
2011/2012**

COUNTY will provide the following minimum staffing for the Court Security Unit in order to provide the Basic Services per Board Order No. 2010-426:

Salaries & Benefits for:

Sheriff's Lieutenant	½	
Sheriff's Sergeant	2	
Sheriff's Deputies (includes AB1058 Deputy)	13	
Custodial Deputies	14	
Sheriff's Security Officer	5	
Sheriff's Per Diem Employees	3	
Total F.T.E. Staffing	37.5	
Total Salaries, Overtime & Benefits		3,913,482
Services/Supplies		16,000
<b>Total expense charged to and reimbursed by Superior Court:</b> (\$327,457 per month)		<b>\$3,929,482</b>
County CAP Charges (not charged to Courts)		<u>149,770</u>
<b>Total Superior Court &amp; County Expenses</b>		<b>\$4,079,252</b>

## EXHIBIT D

### HIGH SECURITY EVENTS AND CONDITIONS

1. For the purposes of this Agreement, “High Security Events and Conditions” includes the following:
  - a. Proceedings involving extremely high risk defendants.
  - b. Three Strikes cases.
  - c. Multi-defendant criminal cases.
  - d. High publicity cases.
  - e. High volume calendars.
  - f. Verdict readings in criminal cases.
  - g. Sentencing hearings.
  - h. Remands.
  - i. Out of custody threat cases.
  
2. Basic Services provided to Court under this Agreement includes staffing to address High Security Events and Conditions at the following levels:

One Deputy per court day.
  
3. Additional Services. Any High Security Events and Conditions requiring staffing in excess of the level set forth in Paragraph 2 shall constitute Additional Services, to be compensated as provided in the body of the Agreement.