

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA:5.B.14
AGENDA DATE: December 19, 2017

SUBJECT:

Approval to Draft, Sign and Send a Letter of Termination to the Stanislaus County Superior Court Ending the Existing Court Security Agreement Between Stanislaus County and the Superior Court

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2017-0719

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

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:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:5.B.14
AGENDA DATE: December 19, 2017

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Draft, Sign and Send a Letter of Termination to the Stanislaus County Superior Court Ending the Existing Court Security Agreement Between Stanislaus County and the Superior Court

STAFF RECOMMENDATION:

1. Authorize the Chief Executive Officer and the Sheriff to draft, sign and send a Letter of Termination to the Stanislaus County Superior Court to end the existing Court Security Agreement between the Stanislaus County Superior Court and Stanislaus County.

DISCUSSION:

Government Code Section 77212.5 provides that the Superior Court must enter into an agreement with the Sheriff regarding the provision of court security services. On June 7, 2011, the Board approved an agreement between the County and the Superior Court for court security services. On October 11, 2011, the Board approved an amended agreement with no change to the contract period of July 1, 2011 through June 30, 2014. After June 30, 2014, the agreement continued to remain in effect in the absence of a new negotiated agreement.

Consistent with Assembly Bill 118, Stanislaus County created a County Local Revenue Fund 2011 to deposit and track Trial Court Security Account funds. These funds are to be used exclusively to fund court security provided by county sheriffs.

Trial Court Security Account funds have seen modest year over year growth but have not kept pace with expenditure growth. The County has conducted a series of cost projections and modeling for current and future fiscal years and communicated the results with court staff through multiple meetings. The models showed a deficit in the Local Trial Court Security Account and the need for the parties to negotiate a new agreement that aligns court security services and staffing with available funding. As a result of insufficient 2011 realignment funds projected in the current fiscal year, the County approved a non-mandated contribution of approximately \$292,000 to address that deficit while negotiations continued with Superior Court staff.

Multiple scenarios that would address the deficit have been proposed by Stanislaus County to the Superior Court but have resulted in no change to the existing Court Security Agreement. Acknowledging that the current service level included in the existing agreement is out of alignment with projected annual 2011 realignment revenue and future annual deficits are projected, the County will prepare a letter addressed to the Courts and invoke the agreement's termination clause which reads:

Section III.C - 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 arrangement 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.

Termination of the current agreement will not result in a compromise of public safety. As required by law, the Sheriff will continue to provide security services to the Stanislaus County Superior Court at a level that maintains the safety of the court staff and the public commensurate with funding. If the agreement is not terminated, the County will be obligated to continue to operate at the current agreement service level through Fiscal Year 2018-2019 where a deficit is projected.

POLICY ISSUE:

The Board is asked to support the plan to invoke the termination clause in the Court Security Agreement and acknowledge that staff will actively work to negotiate a new agreement while the Sheriff continues to provide court security services.

FISCAL IMPACT:

There is no fiscal impact associated with invoking the termination clause. Existing staff will support ongoing negotiations. The Adopted Fiscal Year 2017-2018 Court Security budget is \$5,642,140 and is funded with 2011 realignment funds of \$5,077,521, fund balance of \$172,718 and a General Fund contribution of \$391,901. Of the General Fund contribution, \$99,528 is mandated in order to cover cost allocated charges that are not eligible for 2011 realignment funds and a non-mandated contribution of \$292,373 is needed to maintain the service level included in the existing Court Security Agreement. Modeling throughout the last three months has shown a projected deficit range of approximately \$107,000 to \$480,000 in Fiscal Year 2018-2019 and approximately \$770,000 to \$1,100,000 in Fiscal Year 2019-2020.

BOARD OF SUPERVISORS' PRIORITY:

Approval of this item will support the Board Priority of Efficient Delivery of Public Services by ensuring that the County can continue to provide Court Security Services at a level that is financially feasible to the county while maintaining required public safety.

STAFFING IMPACT:

There are no staffing impacts associated with this action.

CONTACT PERSON:

Patrice Dietrich, Assistant Chief Executive Officer 209.525.6333