

PLACER COUNTY
SHERIFF
CORONER-MARSHAL

PLACER COUNTY
SHERIFF-CORONER-MARSHAL
PLACER COUNTY SUPERIOR COURT
PLACER COUNTY, CALIFORNIA
TEL: (530) 689-7900 FAX: (530) 689-7950

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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDER-SHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: October 6, 2009
Subject: Agreement between the Placer County Sheriff-Coroner-Marshal and Placer County Superior Court

Action Requested

It is recommended that your Board approve the Memorandum of Understanding (MOU) between the Placer County Sheriff-Coroner-Marshal (PCSO) and the Placer County Superior Court (Court). The MOU period is from July 1, 2009 through June 30, 2011 in the amount not-to-exceed \$3,525,661 for FY 2009/2010, which represents a decrease of approximately \$878,000 (20%) from the prior year's budget estimate, and approximately \$514,000 (13%) from prior year actual receipts. Adjustments in service levels consistent with this MOU have been included in the Final Budget and reflect a reduced level of services as requested by the Courts.

Background

Government Code 69922 prescribes the Sheriff shall provide security to the Superior Courts. The Placer County Sheriff-Coroner-Marshal provides law enforcement and court security services to the Court as provided in the Trial Court Funding Act of 1997 as defined in Rule 10.810, the Superior Court Law Enforcement Act of 2002 (SCLE), and the Administrative Office of the Court Security Policy No. FIN 14.01. PCSO and the Courts have reviewed and negotiated the service level and terms of court security services to be provided based on the funding level provided to the Courts and the closure of the Courts for one day per month beginning in September 2009. MOUs are required pursuant to SCLE. We have had an operating MOU in place with the Courts since 1999. It needed to be updated to comply with the most recent legislation and policies as well as to include reduced staffing and the Court closures.

The MOU submitted to your Board for approval will be for an initial period of 3 years with the initial annual amount of \$3,525,661. This is \$3,298,284 for salaries and benefits and \$227,377 in other costs such as overtime, telephone, general liability, equipment and training. Other supplemental costs are included related to costs for high profile cases or relief beyond the base staffing level identified above. The annual amount and service levels will continue to be reviewed and negotiated annually based on funding levels, Prop F, and cost of living adjustments to benefits and negotiated salary adjustments.

Legislation under Rule 10.810, SCLE and FIN.01 do not allow charges to the courts for administration, overhead, POST-related training, retiree health or other post employment benefits. Additionally, 4.62% for 10 months has been identified for the savings to the Courts for Security as a result of court closures of one day per month beginning in September 2009. These costs are not included in the MOU with the Courts. It is recommended that your Board approve the MOU as submitted.

Fiscal Impact

The amount of this MOU has been included the FY 2009/2010 budget at its current service and funding level. The cost of the MOU is \$3,525,661 to include basic staffing costs of \$3,297,246 and other costs of \$228,416. Charges for basic staffing will be charged at 1/12th the total rate plus monthly actual costs for other services as defined. Approximately \$1M attributed to the Court Security operations for administration, county overhead, Post-related training, retiree health and other post-employment benefits are excluded by legislation to charge the Courts. This \$1M is the estimated impact or Net County Cost related to Court Security and is included in the FY 2009/2010 Final Budget.

Attachment: MOU

 **DRAFT**

AGREEMENT BETWEEN
THE SUPERIOR COURT OF CALIFORNIA AND
THE PLACER COUNTY SHERIFFS DEPARTMENT

COURT SECURITY SERVICES

This agreement is between THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER (COURT); and THE COUNTY OF PLACER THROUGH THE PLACER COUNTY SHERIFFS DEPARTMENT (SHERIFF).

RECITALS

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

WHEREAS, Government Code 69922 prescribes that except as otherwise provided by law, whenever required, the SHERIFF shall attend all Superior Courts held within his county; and

WHEREAS, COURT has needs for Superior Court law enforcement functions, as defined in Government Code; and

WHEREAS, as of July 1, 1997, under the Trial Court Funding Act of 1997 (ch. 850, Stats. 1997) (the "Act"), the State of California assumed responsibility for funding local trial court "Court Operations" as defined in the Act and in Rule 10.810 of the California Rules of Court as in effect on July 1, 1996 specifically including funding for Superior Court law enforcement functions as defined in the Superior Court Law Enforcement Act of 2002 ("the SCLÉ Act"), Government Code Sections 69920-69927; and

WHEREAS, the Act provides that the State of California ("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 designee of each local court 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, the SHERIFF provides security services to COURT; and

WHEREAS, pursuant to Government Code Section 69926, COURT and SHERIFF must enter into an annual or multiyear memorandum of understanding specifying the agreed upon level of court security services, cost of services, and terms of payment; and

WHEREAS, COURT and SHERIFF desire to include in this memorandum of understanding provisions concerning the nature and extent of court security services to be provided to COURT, and establishing the compensation to be paid therefore; and

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to describe the relationship between COURT and SHERIFF as it pertains to the provision of court security services and the reimbursement of SHERIFF therefore by COURT in accordance with the SCLE Act. Nothing in this Agreement is intended to or shall be deemed to limit or otherwise change the definition of Superior Court law enforcement functions or "allowable costs" under the SCLE Act and Rule 10.810 of the California Rules of Court or as otherwise provided by law, or to impose any obligation on COURT to pay SHERIFF for any services, equipment, costs, expenses or liabilities of whatever nature except as are included as "allowable costs" pursuant to the SCLE Act and Rule 10.810 per Government Code Section 69927 and the Administrative Office of the Court Security Policy No. FIN 14.01 that modifies and clarifies the definition of allowable costs. However, the COURT and SHERIFF shall not be limited solely to the parameters of the SCLE Act and Rule 10.810 and may negotiate for that which is in the best interest of the criminal justice system of Placer County.

This Agreement describes the understanding between COURT and SHERIFF.

II. SCOPE OF SERVICES

SHERIFF shall provide court security services to COURT as follows.

A. Method of Service Delivery: Court Security Unit

SHERIFF will maintain a Court Security Unit, which will be responsible for performance of the obligations under this Agreement. The Court Security Unit will be staffed as described in Section IV.

B. Basic Services.

SHERIFF will provide basic security services ("Basic Services") to COURT in the facilities described in Exhibit A – Court Facilities. The Basic Services will consist of providing personnel for and performance of the following court security functions: traditional bailiff services for judicial officers, courtroom security; perimeter screening of the public and other court users and staff; movement of prisoners within Court Facilities; patrol of the interior of Court Facilities, security of holding cells in Court Facilities; control room monitoring of Court Facilities; security and protection of judges, judicial officers, court staff, and jurors within Court Facilities; upon request, incident response in the Clerk's Offices, Court Administration, Family Court Services, Self and Legal Help Center(s), and Jury Services, maintenance of security-related equipment paid for by COURT; identification of potential threats to the security of the COURT from inmates or from other persons; acceptance of time-sensitive paperwork for review by judicial officers; and direct supervision of applicable personnel assigned to the Court Security Unit; and the purchase of equipment and supplies necessary to perform these services. Staffing for the Basic Services shall be as provided in Exhibit B to this Agreement.

C. Additional Services

1. SHERIFF may provide supplemental or special court security services or additional services and related equipment and supplies as requested by COURT beyond those provided for as Basic Services as outlined in Exhibit B. Additional Services may include, but are not limited to: extraordinary security occasioned by high security events and conditions beyond that covered under Basic Services, staffing of court security screening equipment installed in the Court Facilities after the execution of this agreement. This shall not preclude the SHERIFF and COURT from agreeing on methods to meet any Additional Services within amounts outlined in Exhibit B.
2. Overtime hours performed by court security personnel provided by SHERIFF in response to requests by COURT for such overtime (that is, on weekends, on COURT-observed holidays or outside normal Court hours for the specific Court Facility) shall be compensated by COURT at overtime rates.
3. Requests for Additional Services may be made to SHERIFF by the Presiding Judge, his or her designee(s), or by COURT's Executive Officer, and shall either 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, except requests by judges or judicial officers for occasional overtime service by court security personnel. COURT shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.
4. 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 any requested Additional Services, SHERIFF shall promptly advise COURT in writing of the estimated costs of the services, based upon the most effective manner of providing such services. Unless COURT disapproves an estimate provided by SHERIFF in writing, SHERIFF shall provide such Additional Services to COURT and shall be entitled to reimbursement for the actual cost of providing the Additional Services up to the amount set forth in the estimate, subject to Section V. No cost estimate is required when COURT requests occasional overtime service to be provided by court security personnel.
5. SHERIFF and COURT acknowledge and agree that it is impracticable to specify in the 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.

D. Emergencies

1. Notwithstanding any other provision of this Agreement, in the event of an emergency involving security in the Court Facilities or involving threats against any judges, judicial officer, court staff or jurors, SHERIFF shall immediately 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 as provided in Section IV.
2. Emergency law enforcement services, which are outside the scope of Superior Court law enforcement services are not allowable under Rule 10.810 or the SCLE Act, and are not reimbursable.

III. TERM OF AGREEMENT

A. Term: Option to Extend

The term of this Agreement shall commence effective July 1, 2009, and shall continue in effect through and terminate automatically on June 30, 2011 provided, the term of this Agreement shall continue in effect after June 30, 2011, on a month-to-month basis until COURT executes a new agreement for security services in place of this Agreement. The total compensation for services under this MOU will be set at the amount outlined in Exhibit B. As outlined in Section IV.H, the SHERIFF and COURT will annually review this agreement. The terms of Exhibit B shall remain in effect for the term of this agreement unless amended by the parties.

IV. STANDARDS OF SERVICE; OBLIGATIONS OF THE PARTIES

A. Anticipated Service Outcome.

The anticipated outcome of the services to be provided by SHERIFF to COURT under this Agreement is the ability of the COURT and the public to conduct judicial business safely, and in a manner which maintains the integrity of the judicial process.

B. Sheriff's Discretion: Reassignment of Personnel

The management, direction, and supervision of court security services and public safety protection, the standards of performance; the discipline of court security personnel and all other matters incident to the performance of such services shall be performed by and be the responsibility of the SHERIFF in the SHERIFF's sole but reasonable judgment and in accordance with the provisions of applicable labor agreements. The SHERIFF shall be the appointing authority for all personnel provided to COURT by this Agreement. COURT may make requests regarding individual staffing of courtrooms, however, the SHERIFF shall have complete discretion as to the assignment of all court security personnel under this Agreement. In no event shall any rotation of staff assignments to perform services under this Agreement result in any cost or expense to COURT or adversely affect provision of services.

The number and classifications of positions budgeted by SHERIFF to perform the Basic Services are described in Exhibit B to this Agreement. The SHERIFF is responsible for ensuring that a sufficient number of staff are available each day to reasonably and adequately perform all duties described in the Basic Services section of this Agreement in Section II B. The COURT and SHERIFF recognize that SHERIFF personnel accrue paid time off, including, but not limited to, sick leave, vacation, floating holidays, personal days and other types of paid leave described in collective bargaining agreements. SHERIFF agrees to use sound labor management principles in scheduling paid leave time for court security staff so as to minimize the adverse impact to COURT of staff absences in the performance of Basic Services. SHERIFF shall confer with COURT prior to authorizing leaves and implementing any staffing program that might have an adverse impact on staffing levels available to perform Basic Services. Such programs may only be implemented upon the execution of an amendment to this Agreement, signed by the Sheriff and Presiding Judge of the Court. The SHERIFF is responsible for and has the discretion in the manner and staffing assignments in which law enforcement security services are provided to the COURTS to perform the Basic Services to accomplish IV. A. Anticipated Service Outcome. COURT shall confer with the SHERIFF prior to implementing any programs that will have an additional or adverse staffing impact on the SHERIFF for the Basic Services agreed upon. All such services adjustments to the Basic level of services shall be reviewed and executed by both parties.

C. Designated Coordinators

SHERIFF shall designate a coordinator for all services performed under this Agreement, and shall notify COURT of the designation. COURT designates the COURT's Executive Officer as the coordinator for COURT under this Agreement. The Sheriff designates the Court Security Lieutenant as the coordinator under this Agreement. The designated coordinators for each party shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement. They shall be responsible for conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

D. Day-to-Day Supervision

The SHERIFF shall designate supervisors who will be responsible for the day-to-day performance and direct supervision of all personnel assigned to the Court Security Division.

E. Equipment and Supplies

1. All SHERIFF's sworn personnel performing services to COURT under this Agreement shall wear the prescribed uniform and equipment of the SHERIFF's Office, except as directed by the Court Security Unit supervisor.
2. SHERIFF will provide all prescribed personal equipment such as uniforms, handcuffs, firearms, batons, and radios, to be used by SHERIFF's sworn personnel. The cost of this equipment will be reimbursable to the SHERIFF by the COURT pursuant to the SCLC Act and as outlined in Exhibit B.
3. COURT will be responsible for the purchase and maintenance costs of any equipment used to provide security in Court Facilities, specifically, but not limited to metal detectors and x-ray devices. SHERIFF may acquire such equipment at the request of COURT, at COURT's cost. All such equipment and devices are the property of COURT.

F. Briefings

SHERIFF will furnish the following briefings to COURT's Executive Officer in a timely manner:

- | | |
|------------------------------------------|---------------|
| 1. Crime Incident Briefing | As Reported |
| 2. Arrest Disposition Briefing | As Reported |
| 3. Weapons Seized | Quarterly [1] |
| 4. Statistical Report on Entry Screening | Quarterly [1] |
| 5. Detail of Staffing Used | Monthly [2] |

[1] These briefings may be combined as appropriate. [2] May be submitted as part of billings.

G. Qualifications and Training

1. All sworn personnel provided by SHERIFF to perform services under this Agreement shall be of a rank of deputy sheriff or above and in good standing with the SHERIFF, on active duty and able to perform the essential functions of their duties as assigned by the SHERIFF under this Agreement.
2. All non-sworn personnel provided by SHERIFF to perform obligations of SHERIFF under this Agreement shall be employees in good standing with the COUNTY and able to perform the essential functions of their duties under this Agreement.

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and shall have the training, experience and qualifications required to perform such duties

3. COURT will furnish to members of the Court Security Unit, at COURT's full cost, any special or required training and equipment deemed appropriate and necessary by COURT and which is not otherwise covered under the provision of this Agreement. All such equipment is the property of COURT
4. All security personnel will be required to participate in annual training specific to court security. SHERIFF will make such training available to SHERIFF's security staff. The cost of such training will be reimbursable to the SHERIFF by the COURT. Costs for standard training for SHERIFF personnel to retain sworn status or to comply with SHERIFF or County of Placer rules will be paid by SHERIFF.

H. Review of Staffing Needs

During each year of this Agreement, SHERIFF agrees to conduct a needs assessment to determine the staffing needs for court security services and public safety protection for the succeeding contract year. Based on the results of the needs assessment, COURT and SHERIFF shall meet and discuss the staffing requirements and funding for the remaining year(s) of this Agreement. If, after meeting and discussing the staffing requirements, COURT and SHERIFF agree that changes in staffing are necessary in order to provide the Basic Services in subsequent years, and if funding is available to acquire any additional security services, then this Agreement shall be amended to so provide.

V. COST OF SERVICES/COMPENSATION

A. General

As full consideration for the satisfactory performance and completion by SHERIFF of the services set forth in the Agreement, COURT shall pay SHERIFF on the basis of invoices and submittals as set forth hereunder based Exhibit B to perform such services including those clarifications as noted in Section V.B.

B. Personnel Costs

Basic Services - COURT shall compensate SHERIFF for Basic Services, at the minimum staffing levels for the Court Security Division described in Exhibit B. Pursuant to GC 69926(b), the SHERIFF will submit all personnel costs on average costs of salary and benefits for equivalent personnel classifications in the county. This average costs to be determined and updated annually for the SHERIFF and COURT approvals. These costs shall not include any costs related to SHERIFF personnel retirement health benefits

1. Additional Services - COURT shall compensate COUNTY and SHERIFF for Additional Services, based upon the actual costs incurred by SHERIFF to provide those services, subject to GC 69926(b). Additional Services shall be approved in writing by the SHERIFF and COURT in advance of the performance of those services.

C. Mid-Year Adjustments

If during the course of a calendar year, it appears that COURT requires a level of service for Basic Services which will exceed the planned level of Basic Services, COURT shall as soon as possible notify the SHERIFF and propose amendments or modifications to the planned level of Basic Services for the balance of the year. This

Agreement shall be amended to describe any such modification in the event the parties agree to a change in level of service

D. Bargaining Agreements

1. The total cost of services outlined in this agreement is set annually as outlined in Exhibit B. SHERIFF will subsequently notify COURT of any increases in rates resulting from the new labor contract terms, within thirty (30) days of the date of such labor contract resolution, and the amount of the Base Rate under this Agreement for that year will be adjusted accordingly. The Court may request to revisit the terms of Basic Services provided for in this Agreement in order to compensate for any increase or decreases in average costs for that year.

E. Services, Supplies and Other Charges

1. COURT shall compensate SHERIFF for Services, Supplies and Other Charges based upon the actual costs incurred by SHERIFF as needed to provide Basic Services as outlined in this agreement and any additional services requested by the Court.

F. Method of Payment

1. SHERIFF shall submit to COURT's Executive Officer any invoices within 30 days following each month, for services provided by SHERIFF in the prior month, including any Additional Services provided and any other amounts due under this Agreement.
2. Within thirty (30) days of receipt of the invoice for services, the COURT will pay the SHERIFF for amounts of the invoice billed.
3. Within 30 days of the completion of each fiscal year of this Agreement, SHERIFF will provide to COURT a summary statement of all outstanding sums due from COURT for the year. Any additional amounts owing by COURT will be paid to SHERIFF within 30 days of receipt of invoice unless otherwise agreed upon by the parties.

G. Request for Additional Funding

COURT agrees, within the time prescribed by the State, to request from State any funds needed beyond the COURT's approved budget allocation, on account of Additional Services provided under this Agreement or desired by COURT to be so provided. COURT agrees, Basic Service levels reduced as a result of budget constraints will be increased as proscribed by the SHERIFF and COURT in writing as security funding allows.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the SHERIFF and COURT agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless

from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

B. Insurance

SHERIFF and COURT shall each maintain their own liability insurance coverage or through self-insurance program or otherwise against any claim of civil liability arising out of the performance of this Agreement, and provide appropriate evidence of such coverage to the other party upon request.

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, SHERIFF 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 SHERIFF under this Agreement are under the direct and exclusive supervision, daily direction, and control of SHERIFF, and SHERIFF assumes full responsibility for the actions of such personnel in the performance of services hereunder.

COURT shall have the right, through the SHERIFF, to request removal from Court Facilities of any SHERIFF officer, agent or employee for cause. COURT acknowledges and agrees that COURT has no control over the manner and means of performing the work of SHERIFF's officers, agents or employees nor the right to hire or fire such officers, agents or employees. SHERIFF have 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 themselves directly or by implication as agents of the 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 unless otherwise agreed to in regards to the care and maintenance of security equipment. 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 notices 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
Placer County Superior Court

AND

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Presiding Judge
Placer County Superior Court

AND

Sheriff
County of Placer

A notice shall be effective on the date of personal delivery if personally delivered before 4:00 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 in this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

D. Amendment: Assignment

These Agreements may be modified or amended only by a written document executed by all 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, constitutes the complete and exclusive statement of agreement between the parties with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded by this Agreement.

F. Construction

This Agreement shall be construed as if prepared by all parties, and shall be construed, interpreted and governed by 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. Each of the Exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

G. Waiver

A waiver by any party of a breach of any of the covenants to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement.

H. Authority to Enter Agreement

This Agreement will be approved by the Board of Supervisors. SHERIFF and COURT each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the (this) 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

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

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

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 change(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 the COURT and the SHERIFF under this Agreement unless the parties mutually agree to subject themselves to such change(s). COURT and SHERIFF may negotiate further for changes or services that may be deemed by COURT to be in the best interest of the COURT to be provided by SHERIFF under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

THE SUPERIOR COURT
OF CALIFORNIA
COUNTY OF PLACER

COUNTY OF PLACER

Court Executive Officer

Board of Supervisors

PLACER COUNTY SHERIFF

Presiding Judge

Sheriff

Approved as to Form and Legality:

County Counsel



DRAFT

EXHIBITS TO THIS AGREEMENT:
Exhibit A – Court Facilities
Exhibit B – Staffing for Basic Services
Exhibit C - Base Level of Services - Defined

EXHIBIT A
COURT FACILITIES

As used in this Agreement, "Court Facilities" refers to the following facilities and courtrooms:

Bill Santucci Justice Center
Historic Courthouse
Placer County Main Jail Court
Placer County Juvenile Hall Court
Burton Creek Justice Facility

EXHIBIT B

STAFFING FOR BASIC SERVICES

B-1

SHERIFF will provide the following minimum level of staffing for the Court Security Division(unit) in order to provide Basic Services and Additional Services performed during the regular court business day (See attached B-2 for Display of Courts and Court Assignments):

Sheriff's Lieutenant providing direction supervision – 1

Sheriff's Sergeants providing direct supervision – 2

Sheriff's Deputies – 27 full time equivalents

ADDITIONAL SERVICES:

None at this time.

COST OF SERVICES.

The cost for services outlined in this Exhibit and as defined in Section II: Scope of Services for FY2009/2010 will in no case exceed \$3,525,661, without a signed amendment by both parties.

Personnel costs to provide services as outlined in Section II as further clarified by Exhibit B-2 shall not exceed \$3,298,284. The SHERIFF will submit invoices to the court each month that include 1/12 of these costs (\$274,857). These costs are based on the average deputy cost outlined in B-2. The recent changes to Government Code Section 69926 require that the court not be charged for any retirement health related costs (for existing or retired employees) and that the court shall be charged based on the average cost of the classification in the county. The SHERIFF will provide the court with the average cost of a deputy within 30 days of any changes as a result of bargaining agreements. In the event the average cost of classifications is lower than outlined in B-2, any savings will be used by the SHERIFF to provide additional supplemental coverage.

Services, supplies, and other costs, which include the supplemental coverage deputy (for extraordinary trials, coverage, etc), overtime, telephone, mileage, equipment purchase and maintenance, court related training costs, support staffing, and allowable insurance will be billed monthly based on actuals with a total not to exceed \$227,377. Use of funds shall be consistent with those listed under "Other Costs" in Exhibit B-2. Use of the supplemental coverage deputy will occur after consultation with the COURT.

EXHIBIT B
STAFFING FOR BASIC SERVICES
B-2

(Attached on following page)

FY 2009-10 STAFFING PLAN AND CERTIFIED AVERAGE STAFFING COSTS

Administration:	Lieutenant		Sergeant		Deputy		Extra Hours Deputy		Total		
	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	
Overall Mgmt	1.0	205,289	-	-	-	-	-	-	1.0	205,289	
SJC Supervision	-	-	1.0	154,098	-	-	-	-	1.0	154,098	
Historic Supervision	-	-	1.0	154,098	-	-	-	-	1.0	154,098	
Total Admin	1.0	205,289	2.0	308,196	-	-	-	-	3.0	513,485	
Historic:	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	
Entrance Screening	-	-	-	-	-	-	1.0	63,000	1.0	65,978	
In-Custody	-	-	-	-	-	-	1.0	63,000	1.0	65,978	
Department 1	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 2	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 3	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 4	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 5	-	-	-	-	-	-	-	-	-	-	
Department 6	-	-	-	-	-	-	-	-	-	-	
Total Historic	-	-	-	-	4.0	510,548	2.0	126,000.0	6.0	642,504	
Jail:	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	
Entrance Screening	-	-	-	-	-	-	1.0	63,000	1.0	65,978	
Department 13	-	-	-	-	2.0	255,274	1.0	63,000	3.0	318,274	
Total Jail	-	-	-	-	2.0	255,274	2.0	126,000	4.0	384,252	
Juvenile:	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	
Entrance Screening	-	-	-	-	-	-	0.5	31,500	0.5	31,500	
Department 12	-	-	-	-	1.0	127,637	1.0	63,000	2.0	190,637	
Total Juvenile	-	-	-	-	1.0	127,637	1.6	94,500	2.5	222,137	
SJC:	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	
Entrance Screening	-	-	-	-	-	-	3.0	197,934	3.0	197,934	
Department 30	-	-	-	-	-	-	-	-	-	-	
Department 31	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 32	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 33	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 40	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 41	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 42	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 43	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Department 44	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
In-Custody	-	-	-	-	2.0	255,274	-	-	2.0	255,274	
Rover/Relief	-	-	-	-	-	-	-	-	-	-	
Central Control	-	-	-	-	1.0	127,637	-	-	1.0	127,637	
Total SJC	-	-	-	-	11.0	1,404,007	3.0	197,934	14.0	1,601,941	
Tahoe City	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	FTE's	\$\$\$	
Department 14	-	-	-	-	0.5	66,034	-	-	0.5	66,034	
Total Tahoe City	-	-	-	-	0.5	66,034	-	-	0.5	66,034	
Security Total	1.0	205,289.0	2.0	308,196.0	18.5	2,363,499.5	8.5	544,434	30.0	3,430,353	
Estimated savings from Court Closures - per AOC calculated at 10 months of salary and benefit costs										(132,069)	
Adjusted Security Total										3,298,284	
1/12 of adj Security Total										274,857	
Staffing Averages per classification per department:					To be billed actual monthly			Other Costs:			
Lieutenant	205,289							Overtime	44,431		
Sergeant SJC	154,098							Supplemental costs	56,222		
Sergeant Historic	154,098							Telephones	8,330		
Deputy - West Placer	127,637							Mileage	1,830		
Deputy - East Placer	132,067							Support Stf Payroll	4,417		
Extra Hr Deputy	63,000							Support Stf Acctg	4,527		
Note: Staffing averages shown above are based on: the known average cost of each position for July-Jan plus the known average multiplied by the expected COLA increase effective for February-June of the FY.											
The average costs will be verified each January based on Prop F & any changes in negotiated amounts.											
Between March and May of each year, Sheriff's Department will provide updated averages to Courts											
								General Liability	57,830		
								Maint of Equipment	1,620		
								Court Training	29,980		
								Equipment	18,000		
								Total Other Costs	227,377		

All Costs 3,525,661
 Estimated Budget 3,525,661
 Est Balance Available 0

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