

MARIPOSA COUNTY

AGENDA

DATE: October 3, 2001

BOARD OF SUPERVISORS

ACTION FORM

AGENDA ITEM NO.: CA-7

DEPARTMENT: SHERIFF

BY: Sheriff Richards

PHONE: 966-3615

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes ___ No X)

Approve and authorize the Chairman, Clerk of the Board, and County Counsel to sign contract between County and Superior Court for Court Security Services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

COSTS: Not Applicable

A. Budgeted current FY \$ _____

B. Total anticipated costs \$ _____

C. Required additional funding \$ _____

D. Internal transfers \$ _____

SOURCE: 4/5ths Vote Required

A. Unanticipated revenues \$ _____

B. Reserve for contingencies \$ _____

C. Source description: _____

Balance in Reserve for Contingencies, if approved: \$ _____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

CLERK'S USE ONLY:

Res. No.: 01-283 Ord. No. _____

Vote - Ayes: 5 Noes: _____

Absent: _____ Abstained: _____

Approved Denied

Minute Order Attached No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____

ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:

- _____ Recommended
- _____ Not Recommended
- _____ For Policy Determination
- _____ Submitted with Comment
- _____ Returned for Further Action

Comment: _____

A.O. Initials: [Signature]

**AGREEMENT BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIPOSA,
THE COUNTY OF MARIPOSA, AND
THE MARIPOSA COUNTY SHERIFF**

RES. NO. 01-283

COURT SECURITY SERVICES

This Agreement is among THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIPOSA (COURT), THE COUNTY OF MARIPOSA, (COUNTY), and THE MARIPOSA COUNTY SHERIFF (SHERIFF).

RECITALS

WHEREAS, COUNTY through the SHERIFF provides public safety services throughout the County of MARIPOSA; and is equipped to 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.C. 77009.1(h)) (the "Act"), the State of California assumed responsibility for funding local trial court "court operations) as defined in the Act and in Rule 810 of the California Rules of Court as in effect on July 1, 1996 ("Court Operations"); 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 funds 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, COUNTY through the SHERIFF currently provides security services to COURT; and

WHEREAS, pursuant to Government Code Section 77212.5, COURT and SHERIFF must enter into an agreement regarding the provision of security services after July 1, 1999; and

WHEREAS, COURT, COUNTY and SHERIFF desire to include in such agreement provisions concerning the nature and extent of security services to be provided to COURT, and establishing the compensation to be paid therefore, and

WHEREAS, COURT and COUNTY previously entered into an Agreement regarding continued provision of services by COUNTY to COURT, and the Agreement continued existing arrangements between COURT and COUNTY until agreements for specific services, such as this Agreement, are reached; and

WHEREAS, COUNTY and SHERIFF acknowledge that COURT requires standards of performance which demonstrate professional excellence both in the execution of duties and in the interpersonal relations with COURT's employees and all persons utilizing the services of the COURT:

THEREFORE, the parties hereto agree as follows:

AGREEMENT

I. PURPOSE AND INTENT

The purposes of this Agreement are to satisfy the requirements of California Government Code Section 77212.5, and to implement the purposes of the Act regarding provision of court security services included in Court Operations and the reimbursement of COUNTY and SHERIFF 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 Act and Rule 810 of the California Rules of Court as in effect on July 1, 1996, or to impose any obligation on COURT to pay COUNTY or SHERIFF 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 and Rule 810.

This Agreement supercedes and replaces the Verbal Agreement, between COUNTY and COURT, insofar as that Agreement relates to provision of security services to the COURT.

II. SCOPE OF SERVICES

COUNTY and SERVICES shall provide court security services to COURT as follows:

A. Method of Service Delivery: Court Security Detail

SHERIFF will maintain a Court Security Detail which will be responsible for performance of COUNTY's obligations under this Agreement. The Court Security Detail will be staffed as described in Section IV.

B. Basic Services:

SHERIFF and COUNTY 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 performing the following court security functions: traditional bailiff services, courtroom security; movement of prisoners within Court Facilities; patrol of the interior of Court Facilities; security for high security events and conditions described in Exhibit E as being within the Basic Services; maintenance of security-related equipment paid for by the COURT (including without limitation restraint devices such as waist chain sets, leg irons); identification of potential threats to the security of the COURT from inmates or from other persons; and direct supervision of applicable personnel assigned to the Court Security Detail; 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. Staffing for the Basic Services shall be as provided in Subsection E of Section IV of this Agreement.

C. Additional Services:

1. COUNTY and 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 may include, but are not limited to: staffing of additional courtrooms or facilities not included in the list of Court Facilities set forth in Exhibit A; extraordinary security occasioned by High Security Events and Conditions beyond that covered under Basic Services; staffing of court security equipment installed in the Court

Facilities after July 1, 1999, and/or overtime 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).

2. 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.

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 of or all of the requested Additional Services the SHERIFF 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.

4. COUNTY, SHERIFF, and COURT acknowledge and agree that it is impractical 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.

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 officers, court staff or jurors wherever located, COUNTY and 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 Court Operations are not allowable under Rule 810 are not reimbursable.

III. TERM OF AGREEMENT

A. Initial Term; Option to Extend:

The term of this Agreement shall commence effective October 1, 2001, and shall continue in effect through and terminate automatically on June 30, 2003; provided, however, that to the extent not inconsistent with California Government Code Section 77212.5, and subject to Section III B below, the term of this Agreement shall continue in effect after July 1, 2003 on a month-to-month basis until COURT executes a new agreement for security in place of this Agreement or any party terminates this Agreement upon 30 days written notice to the other parties.

B. Termination of Agreement:

COURT, SHERIFF and COUNTY recognize that the ninety-day minimum termination notice provided by law is inadequate to allow COUNTY and SHERIFF to reallocate resources committed to the Court Security Detail, and COURT to provide alternative arrangements for the security of 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 January 1 of any year, to be effective on July 1 of the same year.

IV. STANDARDS OF SERVICE; OBLIGATIONS OF THE PARTIES.

A. Anticipated Service Outcome:

The anticipated outcome of the services to be provided by COUNTY and 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 accord with the provisions of applicable labor agreements. The SHERIFF shall be the appointing authority for all personnel provided to COURT by this Agreement, however, (1) the SHERIFF or SHERIFF's designee will consult with the judge or judicial officer assigned to a particular courtroom prior to appointment of any courtroom bailiff (excluding short-term replacement of the regularly-assigned bailiff due to absences for vacation, sick leave, and/or training), and (2) the COURT may make requests regarding individual staffing 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 the Court or adversely affect the provisions of services.

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 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 meeting and 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 the on duty Sergeant who will be responsible for the day-to-day performance and direct supervision of all personnel assigned to the Court Security Detail. In the event that the Sergeant is not available the Division Lieutenant will deal with any day to day supervision issues that may arise.

E. Staffing for Basic Services:

COUNTY and SHERIFF shall staff the Sheriff's Office Court Security Detail as described in Exhibit C in order to provide the Basic Services.

F. Temporary Reassignments:

COUNTY, SHERIFF and COURT desire the best utilization of personnel of the SHERIFF's Court Security Detail. COURT agrees to use reasonable efforts to notify the supervising employees of the SHERIFF's Court Security Detail whenever SHERIFF's personnel are not needed for their assigned duties for an extended period of time, for example, when a courtroom will not be utilized whenever possible for duties related to the needs of COURT, including coverage of other courtrooms, service related to High Security Events/Conditions, vacation, sick leave, injury relief, and training.

G. 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.
2. COUNTY will provide all prescribed uniforms, handcuffs, firearms, o.c. spray, baton's radios, and radio-equipped patrol vehicles, to be used by SHERIFF's sworn personnel, except as otherwise provided in Section V.G. of 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 810. COUNTY or SHERIFF may acquire such equipment at the request of COURT, at COURT's cost. All such equipment and devices are the property of the COURT.

H. Reports:

SHERIFF will furnish the following reports to COURT's Security Committee Chair in a timely manner:

- | | |
|----------------------------|---------------|
| 1. Incident Summary Report | (As Reported) |
| 2. Crime Incident Reports | (As Reported) |
| 3. Arrest Reports | (As Reported) |

I. Qualifications and Training:

1. All sworn personnel provided by COUNTY or SHERIFF to perform services under this Agreement shall be 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 other (non-sworn) personnel provided by COUNTY or SHERIFF to perform obligations of COUNTY or 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, and shall have the training, experience and qualifications required to perform such duties.

3. COURT will furnish to members of the Sheriff's Court Security Detail, at COURT's full cost, any special training and equipment deemed appropriate and necessary by COURT and which is not otherwise covered under the provisions of this Agreement. All such equipment is the property of COURT.

J. Review of Staffing Needs:

During each year of this Agreement, SHERIFF, COURTS and COUNTY agree 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 need assessment, COURT, SHERIFF and COUNTY shall meet and discuss the staffing requirements for the remaining year(s) of this Agreement. If, after meeting and discussing the staffing requirements, COURT, SHERIFF and COUNTY agree that additional staffing beyond that provided in this Section is necessary in order to provide the Basic Services in subsequent years, if any, then this Agreement shall be amended to so provide.

K. Law Enforcement Responsibilities:

Nothing in this Agreement is intended to or shall have the effect of relieving COUNTY and SHERIFF of general law enforcement responsibilities as provided by law.

V. COST OF SERVICES/COMPENSATION

A. General

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

B. Personnel Costs

1. Basic Services. COURT shall compensate COUNTY and SHERIFF for Basic Services, at the minimum staffing levels for the Sheriff's Office Court Security Detail described in Exhibit C. The COURT shall pay the monthly invoice provided by the SHERIFF. This amount includes compensation for those positions required in order to provide coverage for average daily absences due to vacations, training, sick and disability leave.

	<u>Hourly Rate</u>
<u>Effective 10-01-2001</u>	
a. Bailiff – Deputy Sheriff	\$ 26.26
b. Sergeant	\$ 31.89
 <u>Effective 10-01-2002</u>	
a. Bailiff – Deputy Sheriff	\$ 27.20
b. Sergeant	\$ 33.03

2. Additional Services. COURT shall compensate COUNTY and SHERIFF for Additional Services at the hourly rates set forth in Exhibit D, based upon the actual costs incurred by SHERIFF to provide those services.

C. Additional Costs

COURT shall compensate COUNTY and SHERIFF for the COURT's equitable share of those additional costs incurred by the SHERIFF and COUNTY relating to the services to be provided to COURT to the extent permitted by law, including the provisions of Rule 810 and the Act.

D. Rate of Compensation

1. First Year. For the first year of this Agreement, COURT will compensate COUNTY and SHERIFF for provision of the Basic Services as provided Subsection B.1. above ("Base Rate"). Amounts already paid by COURT to COUNTY as of the date of execution of this Agreement for court security services falling within the definition of Basic Services and rendered during calendar year 2001.

2. Subsequent Years. Unless the parties agree to additional staffing or other ongoing Basic Services or Additional Services as provided in Section II.C. of this Agreement, compensation for Basic Services in subsequent years shall be made on the following basis:

Direct costs of personnel of the SHERIFF's Court Security Detail: The Base Rate, plus the annual percentage increases in total compensation provided to all Sheriff's Office Court Security Detail personnel as set forth in the formula attached hereto as Exhibit B and incorporated herein by reference.

3. Adjustments. These contractual costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year of the Agreement. COUNTY shall notify COURT in writing, not less than sixty (60) days prior to July 1 of the following year of the Agreement, of the adjusted rate of compensation based upon the formula described in this Section.

E. Mid-year Adjustments.

If, during the course of a fiscal year, it appears that COURT requires a level of service for Basic Services which will exceed the planned level of Basic Services, COURT or SHERIFF shall as soon as possible notify the other parties 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.

F. Bargaining Agreements

1. In those years during which a labor contract is to be negotiated between COUNTY and any bargaining units representing personnel providing service under this Agreement and has not been settled for the purpose of timely computing increases in the Base rate under this Agreement, COUNTY shall utilize the February to February Consumer Price Index – for San Francisco/Oakland/San Jose – for the Urban Wage Earners (hereinafter "CPI/W"), plus 2% for the computation of said increases. COUNTY will subsequently notify COURT of any increases in rates resulting from the new labor contract terms, within thirty (30) days of the date such labor contract is approved by the Board of Supervisors, and if such increase is different than computed under the CPI/W plus 2%, the amount of the Base Rate under this Agreement for that year will be adjusted accordingly.

G. Method of Payment

1. COUNTY shall submit to COURT's Executive Officer any invoices by the last day of the succeeding month, for services provided by COUNTY and SHERIFF in the prior quarter, including any Additional Services provided and any other amounts due under this Agreement.

2. On the tenth day following the end of the first succeeding month of the quarter and for each succeeding month of each quarter thereafter of this Agreement, COURT will pay to COUNTY for Basic Services for that month of the Agreement, together with any other payments due as set forth in COUNTY's invoice and consistent with this Agreement.

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H. 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.

I. County Loan.

COUNTY and SHERIFF understand that it is possible that State funding COURT'S operations for any fiscal year may be delayed or other events may arise which in turn may affect payment to COUNTY and SHERIFF hereunder. Pursuant to California Government Code Section 77009.1, COUNTY hereby agrees to consider to provide a loan of funds to COURT in order to allow COURT to meet any unpaid compensation obligations to SHERIFF, including to cover cash-flow problems or other emergency monetary needs of COURT. Any and all such loans shall bear interest at the County pooled money investment account rate and on terms consistent with Section 77009.1 and otherwise on the same terms as such loans are made to other COUNTY departments or agencies. The COURT shall send a written request to COUNTY for such a loan and if COUNTY agrees to make a loan and upon satisfaction of the requirements of Section 77009.1, COUNTY shall promptly deposit funds in the agreed upon loan amount into the Trial Court Operating Fund. If COUNTY fails to provide a loan, COURTS obligation to make payments pursuant to Section V – G above shall be deferred until funds become available to cover COURT'S obligations. It is understood and agreed by the parties to this Agreement that a loan will not be requested by COURT to pay for COUNTY overhead charges or costs because COURT believes it is prohibited from paying such charges or costs pursuant to RULE 810 of the California Rules of Court.

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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, COUNTY and SHERIFF shall each fully indemnify, hold harmless and defend (with counsel acceptable to COURT) COURT, its officers, employees and agents, from any and all claims, losses, penalties, fines, expenses, costs, damages and liabilities arising from or related to or claimed to arise from or related to: (A) any worker's compensation claim or demand or other worker's compensation proceeding which is brought by any COUNTY or SHERIFF personnel (whether a COUNTY or SHERIFF employee or contract labor), performing labor pursuant to this Agreement; (B) any claim, demand, suit or other proceeding arising from or related to or claimed to arise from or related to employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability leave or other similar matters) which is brought by an employee of COUNTY or SHERIFF or contract labor, performing labor pursuant to this Agreement and excluding COURT employees; or (C) any act or failure to act of COUNTY or SHERIFF, or either of their respective agents or employees under or in connection with or claimed to be under or in connection with the Agreement. As used in this Agreement, the reference to "COUNTY" employee does not include any staff member employed by the COURT pursuant to Rule 810, California Rules of Court, Function 10.

B. Insurance

COUNTY, SHERIFF and COURT shall each maintain their own liability insurance coverage, through COUNTY's self-insurance program or otherwise, providing coverage for any and all claims for bodily injury, personal injury or death and any and all other kinds 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, COUNTY, 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 COUNTY or SHERIFF under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and SHERIFF, and COUNTY and SHERIFF assume full responsibility for the actions of such personnel in the performance of services hereunder.

COURT shall have the right, through SHERIFF, to request removal from COURT's facilities of any COUNTY or SHERIFF officer, agent or employee for cause. COUNTY and SHERIFF acknowledge and agree that COURT has no control over the manner and of performing the work of COUNTY's or SHERIFF's officers, agents or employees nor the right to hire or fire such officers, agents or employees. COUNTY and SHERIFF have no authority of any kind to bind COURT, and COURT has no authority to bind COUNTY 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 COUNTY or SHERIFF, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY or SHERIFF.

In all other cases, including, but not limited to matters involving personal or bodily injury or property damage, or any combination thereof, each of parties to this agreement agrees to defend and indemnify each of the other parties, if and to the extent that one party's negligent or intentional act or omission, or any combination of act and omission, is the sole cause of harm to a person or property or both a person and property, provided that as used herein the word "person" includes both an individual person and any group or entity. In order to give effect to the provisions of this paragraph, each party agrees to notify the other parties in writing as soon as is reasonably possible when it becomes aware of an incident which might reasonably result in a request by that party that one or more of the other parties provide defense and indemnification.

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.

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To COURT:

Executive Officer
Mariposa County Superior Court *AND*
P.O. Box 28
Mariposa, CA 95338

Presiding Judge
Mariposa County
Superior Court
Mariposa, CA 95338

To COUNTY and SHERIFF:

Clerk of the Board of Supervisors
County of Mariposa
1010 10th. Street
Modesto, CA 95350

and

Sheriff C.A. "Pelk" Richards
County of MARIPOSA
P.O. Box 276
Mariposa, California 95338

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 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

This Agreement 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.

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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 superceded in total 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

COUNTY, SHERIFF 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, 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.

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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, 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, the COUNTY and the SHERIFF under this Agreement unless the parties mutually agree to subject themselves to such change(s).

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
October 16, 2001

THE SUPERIOR COURT
OF CALIFORNIA,
COUNTY OF MARIPOSA

COUNTY OF
MARIPOSA



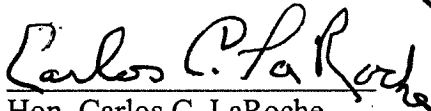
Mike Berest
Court Executive Officer



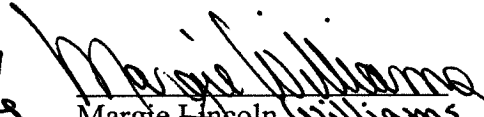
Doug Balmain, Chair
Board of Supervisors

Approved:

ATTEST:



Hon. Carlos C. LaRoche
Presiding Judge
Superior Court

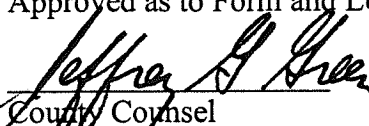


Margie Lincoln Williams
Clerk of the Board of Supervisors



C. A. "Pelk" Richards, Sheriff/Coroner

Approved as to Form and Legality:



County Counsel

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:

1. Mariposa County Courthouse

EXHIBIT B

INCREASE IN COMPENSATION FOR BASIC SERVICES

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

1. Personnel costs for employees of the Sheriff's Office Court Security Detail.

Total compensation refers to the amount Mariposa County Sheriff's Office provides for total compensation, salary and benefits for a court 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. If the actual costs of the increases are not known at the time stated for adjustments to occur, the parties may either use an estimated increase based on the CPI index or by mutual agreement to an alternate estimate, both of which will be adjusted when the true costs are known.

EXHIBIT C

STAFFING FOR BASIC SERVICES

COUNTY will provide the following minimum staffing for the Court Security Detail in order to provide the Basic Services:

Sheriff's Per Diem Employees	1
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Sheriff also provides a deputy sheriff and per diem employee to family court which are paid for outside this agreement.

EXHIBIT D

RATES FOR ADDITIONAL SERVICES

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. 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 E

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:

Two Deputies 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 to which Exhibit E is attached in this agreement.