

DEPARTMENT: Sheriff

BY: Doug Binnewies
PHONE: 966-3615

RES. NO. 09-575

RECOMMENDED ACTION AND JUSTIFICATION: Authorize Chair to sign a Court Security Services Agreement (Memorandum of Understanding) between the County, Sheriff and the Superior Court.

In 1997 the State of California assumed responsibility for funding local trial court operations, which included court security and bailiff services. Currently, sheriff's offices throughout the state are responsible for providing court security services to the courts, with reimbursement to the counties being paid from the State Local Trial Court Operations Fund.

Pursuant to Government Code section 69926(2)(b) the superior court and sheriff are required to enter into an annual or multiyear Memorandum of Understanding (MOU) specifying the agreed upon level of court security services, cost of services and terms of payment.

In order to meet the requirements of Gov. Code section 69926(2)(b), it is necessary for the County, Sheriff and Courts to enter into this MOU.

Due to the State fiscal crisis this item had been a delayed.

Government Code Section 68106 – Fiscal Crisis:

As addressed in Government Code Section 68106 the Legislature finds and declares that the current fiscal crisis requires that the Sheriff and Court shall negotiate in good faith a reduction of 4.62 percent in the compensation due to the Sheriff because of the reduced amount of security resulting from the closure of the courts under this section.

Sheriff and Court agree that the full time security officer compensation will be reduced by 4.62 percent as realized on monthly invoicing. In addition, to help achieve the 4.62 percent reduction, Sheriff will reduce a court security officer one day per month.

Sheriff and Court agree that throughout this MOU, the compensation actuals will be reviewed to determine if the 4.62 percent is captured to attain the required reduction.

BACKGROUND AND HISTORY OF BOARD ACTIONS: The Board of Supervisors has approved a similar agreement. The County currently provides services to the Court through the Sheriff. The County, Sheriff and the Court have had a written MOU since 2003, however; Government Code Section 68106 – Fiscal Crisis, is a new component to this MOU.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: If the MOU is not signed, the Sheriff will continue to provide court security services, and the County will continue to receive reimbursement from the Courts, however, the Sheriff and Court will be out of compliance with Gov. Code section 69926(2)(b). Additionally, if the MOU is not entered, the compensation payable to the Sheriff shall be no more than the rate of the average monthly amount paid by the Court to the Sheriff in the 2008-09 fiscal year, reduced by 4.62 percent, to reflect the reduced level of security required as a result of the closure of the Courts under this section.

Financial Impact? () Yes () No Current FY Cost: \$ Annual Recurring Cost: \$0

Budgeted In Current FY? () Yes () No () Partially Funded

Amount in Budget: \$ _____
 Additional Funding Needed: \$0 _____
 Source:
 Internal Transfer _____
 Unanticipated Revenue _____ 4/5's vote
 Transfer Between Funds _____ 4/5's vote
 Contingency _____ 4/5's vote
 () General () Other

See Attached Agreement

CLERK'S USE ONLY:

Res. No.: 09-575 Ord. No. _____

Vote - Ayes: 5 Noes: _____

Absent: _____

AW Approved

() 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

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended

No Opinion

Comments:

CAO: *YJB*