

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**Memorandum**") is made and entered into as of November 3, 2015, and is between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA (the "**Court**") and the COUNTY OF CONTRA COSTA (the "**County**").

### RECITALS

- A. The Lockyer-Isenberg Trial Court Funding Act of 1997, commonly referred to as AB233 (the "**Act**"), relieved counties of their previous responsibility to fund court operations, as defined in Government Code Section 77003 and Rule 10.810 of the California Rules of Court. The State of California subsequently assumed responsibility for funding court operations.
- B. In support of court operations, the County agrees to provide to the Court the services described in Exhibit B through Exhibit E attached to this Memorandum (the "**County Services**"). Pursuant to the Act, the County is entitled to be reimbursed by the Court for providing County Services.
- C. In support of County operations, the Court agrees to provide to the County the services described in Exhibits F and G attached to this Memorandum (the "**Court Services**"). The Court is entitled to be reimbursed by the County for providing Court Services.
- D. This Memorandum is not the only agreement to which the Court and the County are parties. The Court and the County are also parties to the agreements identified on Exhibit A (together, the "**Stand-Alone Agreements**"). The services provided under the Stand Alone Agreements, and parties' rights and obligations with respect to reimbursement for those services, are governed by the Stand Alone Agreements and not by this Memorandum.

The parties therefore agree as follows:

### AGREEMENT

#### 1. SERVICES

##### 1.1 Scope of Services.

(a) The County shall provide the County Services to the Court in accordance with the terms of this Memorandum. In accordance with Government Code Sections 77212(b), if the County elects to discontinue a service that is vital to the Court, the County will cooperate with the Court to ensure the service is available to the Court from the County or another entity.

(b) The Court shall provide the Court Services to the County in accordance with the terms of this Memorandum.

**1.2 Compensation.** The amounts payable for the services provided pursuant to this Memorandum are subject to the provisions of the Act and Rule 10.810 of the California Rules of Court and are determined as follows:

(a) Subject to Section 1.2(c) below, the Court shall pay the County for County Services in accordance with the payment terms set forth in Exhibit B through Exhibit E. Pursuant to Government Code Section 77212(a), the rates charged by the County may not exceed the cost of providing similar services to County departments or to special districts.

(b) Subject to Section 1.2(c) below, the County shall pay the Court for Court Services in accordance with the payment terms set forth in Exhibits F and G.

(c) The rates payable under this Memorandum are subject to change by mutual agreement. The County may propose a change to the rates payable for one or more County Services, and the Court may propose a change to the rates payable for one or more Court Services, by providing a written notice to the other party (a "**Notice of Adjustment**"). A Notice of Adjustment must be issued on or before March 1 to be effective on the first day of the following fiscal year; provided, however, if as a result of collective bargaining a cost of living adjustment (a "**COLA**") is granted retroactively and the COLA affects the cost of providing a particular County Service or Court Service, then (i) the rate payable for that particular County Service or Court Service, as the case may be, will be adjusted retroactively (such adjustment, a "**COLA Adjustment**") and the new rate will be effective as of the effective date of the Cola Adjustment, and (ii) a Notice of Adjustment will be issued as soon as reasonably practicable. Except in the case of a Cola Adjustment, following the issuance of a Notice of Adjustment, the parties shall use good faith efforts to agree on the rates to be charged for County Service(s) or Court Service(s), as the case may be, prior to the time a termination notice must be issued in accordance with Section 2.2 below.

**1.3 Indirect Costs.** The parties may include indirect costs in the rates payable under this Memorandum. Pursuant to Government Code Section 77212(d)(1), the County must identify the amount of any indirect or overhead costs that are included in the rates it charges for County Services and the method of calculating these costs. Indirect costs may not include items that are not otherwise allowable as part of "court operations," as defined in Government Code Section 77003 and Rule 10.810 of the California Rules of Court 10.810.

**1.4 Manner of Payment.** Unless a different payment periodicity is set forth in an exhibit to this Memorandum, each party shall invoice the other monthly in arrears. Invoices must identify the services provided and the applicable rates. Invoices are payable within 30 days of receipt. Invoices and payments are to be directed as follows:

(a) Invoices to the Court are to be sent to the address for the Court set



forth in Section 5.6 below, to the attention of Financial Services – Accounts Payable.

(b) Payments to the Court are to be sent to the address for the Court set forth in Section 5.6 below, to the attention of Financial Services.

(c) Invoices to the County are to be sent to the address set forth in the relevant exhibit to this Memorandum.

(d) Payments to the County are to be sent to the address identified in the County department invoice.

**1.5 Dual Service Provider.** When an employee of either the Court or the County provides the same or similar services to both the Court and the County, a time study will be conducted. The time study will determine how much of the employee's time is spent providing services to the Court and how much is spent providing services to the County. The time study is to be conducted by the party that employs the subject employee. The results of the time study will serve as the basis for the allocation of the employee's costs between the parties.

**1.6 Verification.** Each party has the right to request of the other party additional back-up information regarding services provided and rates charged. The recipient of any such request shall provide the additional information to the requestor within fifteen (15) days of receipt of the request. In accordance with Government Code Section 77212, the Judicial Council may audit the County's figures to ensure compliance with Government Code Section 77212 and the reasonableness of the figures.

**1.7 Staffing.** In those instances where (i) the County and the Court have agreed on staffing levels for a particular Service, or (ii) the Court has the right to approve the identities and seniority levels of County employees assigned primarily or exclusively to provide Services to the Court, the parties' agreement will be set forth in the relevant exhibit to this Memorandum that describes the Service.

**1.8 Cooperation.** Each party may specify that a particular outside vendor be used in conjunction with the delivery of a service that the specifying-party is to receive from the other party. Upon receipt of the vendor's identity, the party providing the service will cooperate with such vendor and advise the party receiving the service of any cooperation or coordination problems that arise.

## **2. TERM/TERMINATION**

**2.1 Term.** This Memorandum is effective as of the date set forth in the introductory paragraph and will remain in effect until terminated by either party in accordance with Section 2.2 below.

**2.2 Termination of this Memorandum.** Subject to Government Code Section

77212, either party may terminate this Memorandum at any time by giving the other party written notice as specified below.

**2.3 Termination of a Service.** Subject to Section 1.1 above, either party may terminate a service that is provided pursuant to this Memorandum by giving the other party written notice. In accordance with Government Code Sections 77212(b) and 77212(c), a notice terminating a service that is given on or before April 1 will be effective on the first day of the succeeding fiscal year, or such other date that is mutually agreeable to the parties.

### **3. COUNTY LOANS**

**3.1 Assistance with Cash Flow.** In accordance with Government Code Section 77009.1, the County may, but is not obligated to, lend money to the Court (each, a "**Loan**") to help the Court with cash flow problems or other emergency monetary needs. If the Court determines that it desires a Loan from County, the Presiding Judge of the Court, or his or her designated officer, shall so notify the County Administrator and the County Auditor-Controller in writing. The notice must include the amount to be borrowed and provide any documentation that is required by the County Administrator or the County Auditor-Controller.

**3.2 Interest.** Each Loan will bear interest on its outstanding balance at a rate not exceeding the standard County pooled money investment account rate.

**3.3 Repayment of the Loan.** The Court shall repay the Loan, including all accrued interest, in accordance with the terms of the loan agreement that the parties enter into at the time the Loan is made.

### **4. DISPUTE RESOLUTION**

**4.1 Continuation of Services.** If the County and the Court disagree as to any matter governed by this Memorandum, this Section 4 will govern the dispute resolution process. Until the dispute is resolved, the County or the Court, as the case may be, will continue to provide the service that is the subject of the dispute and the recipient of the service will continue to pay for the service in accordance with the terms of this Memorandum.

**4.2 Request for Meeting.** If after forty five (45) days, the Court and the County cannot resolve a dispute, either party may give the other party a written request for a meeting between the Court Executive Officer and the County Administrator for the purpose of resolving the dispute. Once a meeting is requested, the parties shall work together in good faith to cause the meeting to occur within ten (10) business days of the receipt of the request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum precludes the parties from exercising their legal remedies.

**4.3 Resolution of Disputes.** If a dispute between the parties regarding the interpretation or performance of this Memorandum is not resolved under Section 4.2 above, the parties may submit the dispute to non-binding mediation in the City of Martinez.



**4.4** Jurisdiction and Venue. If a dispute between the parties regarding the interpretation or performance of this Memorandum is not resolved under Section 4.3 above, either party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Contra Costa.

## **5. MISCELLANEOUS**

**5.1** Entire Agreement. This Memorandum, the exhibits to this Memorandum and the Stand Alone Agreements contain the entire agreement between the parties. This Memorandum and its exhibits supersede any and all other previous agreements, oral or written, concerning the subject matter of this Memorandum.

**5.2** Amendment. No addition to or alteration of the terms of this Memorandum is valid unless it is in writing and approved by the governing bodies of both parties.

**5.3** Time of Performance. Unless specifically stated to the contrary, all references to days in this Memorandum mean calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment or performance is to occur on the next succeeding business day.

**5.4** Further Assurances. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this Memorandum.

**5.5** Assignment. Except as otherwise provided in this Memorandum or in any of the exhibits hereto, neither party may assign or subcontract any of its obligations under this Memorandum without the prior written consent of the other party.

**5.6** Notices. Any notices required or permitted under this Memorandum are to be in writing and may be (i) personally delivered, (ii) mailed by depositing such notice in the United States mail, first class postage prepaid, or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as either party may designate by subsequent written notice to the other party:

If to Court: Superior Court Executive Office  
725 Court Street  
Martinez, CA 94553  
Attn: Executive Officer

If to County: County Administrator's Office  
651 Pine Street, 10<sup>th</sup> Floor  
Martinez, CA 94553  
Attn: County Administrator

**5.7 Waiver.** A waiver by either party of a breach of any of the terms of this Memorandum is not to be construed as a waiver of any succeeding breach of the same or other term of this Memorandum.

**5.8 Binding.** This Memorandum and its exhibits are binding upon the successors of the Court and the County.

**5.9 Counsel and Drafting.** Each party, by its execution of this Memorandum, represents to the other party that it has reviewed each term of this Memorandum with its counsel, or has had the opportunity for such review with its counsel. Neither party may deny the validity of this Memorandum on the ground that it did not have the advice of counsel. Each party hereto has had the opportunity to participate in the drafting and preparation of this Memorandum. The provisions and terms of this Memorandum are to be interpreted in accordance with their plain meaning.

**5.10 Counterparts.** This Memorandum may be executed in one or more counterparts, all of which together are one and the same agreement.

**5.11 Severability.** If any provision of this Memorandum is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**5.12 Governing Law.** This Memorandum is governed by the laws of the State of California.

**5.13 Certification of Authority to Execute this Memorandum.** Each party certifies that the individual(s) signing below on its behalf has authority to execute this Memorandum and to legally bind the party to the terms and conditions of this Memorandum and its exhibits.

**5.14 Relationship of Parties.** Nothing contained in this Memorandum is to be interpreted or understood by either of the parties, or by any third persons, as creating the relationship of employer and employee, or principal and agent, between the County and the Court or their agents, employees or contractors. Both parties will at all times be deemed an independent contractor and to be wholly responsible for the manner in which they or their agents, or both, perform the services required of them by the terms of this Memorandum. Each party is solely responsible for its own acts and those of its agents and employees.

**5.15 Contracts and Purchase Orders.**

(a) All contracts and purchase orders entered into by the Court during the term of this Memorandum are the sole responsibility of the Court. To the extent these contracts or purchase orders may affect County operations or facilities or expose the County to legal or financial risk, the Court shall consult with the County during the negotiation of and prior to the execution of the contracts or purchase orders.

(b) To the extent contacts or purchase orders entered into by the County



may affect court operations or expose the Court to legal or financial risk, the County shall consult with the Court during the negotiation of, and prior to, the execution of the contracts and purchase orders.

**5.16 Compliance with Laws.** Notwithstanding any provision to the contrary contained in this Memorandum, no provision of this Memorandum is intended to require any party to violate any applicable statute, rule of law or regulation.

**IN WITNESS WHEREOF**, the parties hereto are executing this Memorandum as of the day and year first above written.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA:**

By:    
Hon. Steve K. Austin, Presiding Judge 10/29/15

**COUNTY OF CONTRA COSTA:**

By: \_\_\_\_\_  
David Twa, County Administrator

## EXHIBIT A

### Stand Alone Agreements

#### Court Operations

Memorandum of Understanding for Court Security Services

Service Level Agreements for Technology and Telecommunications

Memorandum of Understanding for Enhanced Collection Services

Memorandum of Understanding on Bank Accounts for Deposit of Criminal Fines, Penalties, and Forfeitures

#### Joint Occupancy Agreements

07-A10	T00006	File Unit	1111 Ward Street Martinez	12/29/2008
07-A4	T00011	Jail Annex	1010 Ward Street Martinez	12/29/2008
07-A3	T00030	Bray Courthouse	1020 Ward Street Martinez	12/29/2008
07-F1	T00057	Richmond Courthouse	100 37th Street Richmond	3/31/2009
07-C3	T00140	2020 N. Broadway	2020 N. Broadway Walnut Creek	12/29/2008
07-B1	T00673	Juvenile Court	202 Glacier Drive Martinez	12/29/2008



## **EXHIBIT B**

### **Mental Health Hearing Officer**

#### **1. SERVICES**

**1.1** Consistent with the provisions of Welfare and Institutions Code sections 5256.1 and 5334, the Contra Costa Superior Court has need of a Mental Health Hearing Officer to conduct Capacity (Riese) Hearings and Certification Review Hearings.

**1.2** As these services are similar to other Mental Health Hearing Officer services required by the County of Contra Costa, the Court and County have agreed to engage in a shared services contract for a single County Mental Health Hearing Officer.

#### **2. COMPENSATION FOR SERVICES**

**2.1** The Court has agreed to reimburse the County for its proportional share of the cost of this contract. This amount will be determined by performing periodic time studies.

**2.2** The County will invoice the Court annually for costs in arrears.

## EXHIBIT C

### County Services – Public Works

#### 1. SERVICES

The County Public Works Department may agree to provide the following types of services as requested by the Court, and will invoice the Court as described below:

##### 1.1 Printing.

(a) The Court may request the County Public Works Department – Print and Mail Services Division to print various notices, forms, brochures, business cards, stationary, and related items.

(b) Costs of printing services will include direct labor and associated materials costs for tasks such as but not limited to designing, formatting, cutting, folding, stapling, and drilling. The County may refer print requests to subcontractors to complete, and may invoice the Court for the amount charged by the subcontractor, and an administrative processing fee not to exceed 10 percent of the amount charged by the subcontractor. Rates for printing services are provided in the attached rate schedule.

##### 1.2 Mailing.

(a) The Court may request the County Public Works Department – Print and Mail Services Division to provide mailing services.

(b) Costs of mailing services will include postage and a surcharge calculated as a fee for each piece of mail processed. Rates for mail services are provided in the attached rate schedule.

##### 1.3 Courier.

(a) The County Public Works Department – Print and Mail Services Division provides courier services at various court facilities. The courier service includes daily pickup and delivery of inter-agency, intra-agency, and postal mail placed in bins at designated court areas.

(b) Costs for courier services will be allocated proportionately based on the number of annual scheduled stops at the Court as a percentage of total annual scheduled stops provided by the County. The schedule and cost of courier services are provided in the attached rate schedule.

##### 1.4 Recycling and Shredding.



(a) The County Public Works Department – Materials Division provides recycling and shredding services at various court facilities. Services include routine pickup of items placed in recycling and shredding bags at designated court areas. The Court may also request additional recycling or shredding services.

(b) Costs for routine recycling services will be allocated proportionately based on the number of hours spent on scheduled pickups at Court locations as a percentage of total scheduled pickups provided by the County. The County will charge a per bag fee for routine shredding services. Costs for additional recycling and shredding services requested by the Court include direct labor costs and administrative overhead. The costs for routine recycling and shredding services are provided in the attached rate schedule. Hourly rates for each County Public Works Division job classification, which include salary/ wages, benefits, and administrative overhead; are also provided in the attached rate schedule.

#### **1.5 Facilities Maintenance.**

(a) The Court may request the County Public Works Department to provide equipment maintenance and repair, and facilities and grounds maintenance, repair, remodel, and construction services. Such services may include but is not limited to building alarm management, locksmith, landscaping, custodial and cleaning, carpentry, plumbing, electrical, and heating ventilation and air conditioning (HVAC) system maintenance.

(b) Costs for facilities maintenance services will include direct labor costs, administrative overhead, and replacement parts used to complete the service request. Hourly rates for each County Public Works Division job classification, which include salary/ wages, benefits, and administrative overhead; are provided in the attached rate schedule.

#### **1.6 Vehicle Maintenance, Repair, and Usage.**

(a) The Court may request routine maintenance and repair services of the Court's vehicles from the County Public Works Department – Fleet Operations Division. The Court may also reserve and use the County's fleet vehicles.

(b) Costs for automotive maintenance and repair services include direct labor costs, administrative overhead, replacement parts, and fueling costs. The County will charge an hourly rate for use of county fleet vehicles. Rates for these services are provided in the attached rate schedule.

## EXHIBIT C

**Public Works Fleet Rates  
FY 2015/16**

**ISF FLEET RATES BY CLASS**

<b>Class</b>	<b>Variable Rate Per Mile</b>	<b>Monthly Fixed Cost</b>	<b>Effective Date</b>
Patrol	\$ 0.41	\$ 445.00	09/01/15
Sedan	\$ 0.20	\$ 264.33	09/01/15
SUV	\$ 0.20	\$ 374.50	09/01/15
Truck, Compact	\$ 0.29	\$ 223.50	09/01/15
Truck, Fullsize	\$ 0.41	\$ 335.08	09/01/15
Truck, Fullsize Utility	\$ 0.55	\$ 316.42	09/01/15
Van, Cargo	\$ 0.21	\$ 435.33	09/01/15
Van, Passenger	\$ 0.28	\$ 315.33	09/01/15

**NON-ISF FLEET RATES**

<b>Charge Item</b>	<b>Unit Charge</b>	<b>Prior Rate</b>	<b>Effective Date</b>
Equipment Mechanic (PMWB)	\$ 119.00	\$ 112.00	09/01/15
Equipment Service Worker (PMVA)	\$ 92.00	\$ 81.00	09/01/15
Automotive Parts OH	17.0%	14.0%	09/01/15
Fuel OH (CNG)	\$ 0.21	\$ 0.38	09/01/15
Fuel OH (Diesel)	\$ 0.36	\$ 0.36	09/01/15
Fuel OH (Unleaded)	\$ 0.21	\$ 0.22	09/01/15
Base Charge	\$ 95.00	\$ 86.00	09/01/15
Base Charge - Trailers & Others	\$ 20.00	\$ 18.00	09/01/15

**FLEET INSURANCE**

<b>Insurance Class</b>	<b>Monthly Charge</b>	<b>Prior Rate</b>	<b>Effective Date</b>
Passenger Vehicle	\$ 13.00	\$ 14.00	09/01/15
Patrol	\$ 24.00	\$ 28.00	09/01/15
Pickup / Van	\$ 15.00	\$ 16.00	09/01/15
Commercial (1 Ton or more)	\$ 15.00	\$ 18.00	09/01/15
Fire Truck	\$ 25.00	\$ 29.00	09/01/15
Bus	\$ 83.00	\$ 97.00	09/01/15
Boat	\$ 10.00	\$ 12.00	09/01/15
Motorcycle	\$ 11.00	\$ 12.00	09/01/15
Transport Trailers	\$ 3.00	\$ 4.00	09/01/15



**PUBLIC WORKS DEPARTMENT  
ACTUAL CHARGE OUT LABOR RATES  
FY 2015 - 16**

		<b>2015/16</b>		<b>2014/15</b>		<b>Diff</b>
		<b>HOURLY RATE</b>		<b>HOURLY RATE</b>		<b>Hourly Rate</b>
<b>Division</b>	<b>Class</b>	<b>Regular</b>	<b>Overtime</b>	<b>Regular</b>	<b>Overtime</b>	<b>Regular</b>
<b>CAPITAL PROJECT MGMT (4011)</b>						
Supervising Capital Facilities Projects Manager	NEHC	172.53	172.53	176.14	176.14	-2.05%
Sr Capital Fac Proj Manager	NEHA	151.68	151.68	155.32	155.32	-2.34%
Sr Capital Fac Proj Manager-Temp	NEHA-T	98.05	147.08	91.77	137.66	6.84%
Associate Cap Fac Proj Mgr	NEVA	133.52	133.52	138.86	138.86	-3.85%
Associate Cap Fac Proj Mgr-Temp	NEVA-T	N/A	N/A	80.81	121.22	N/A
Assistant Cap Fac Proj Mgr	NEWC	N/A	N/A	139.15	139.15	N/A
Clerk-Specialist Level	JWXD	79.15	79.15	84.51	84.51	-6.34%
Overhead %		61.2%		43.6%		40.33%
<b>REAL ESTATE SERVICES (4012)</b>						
Supervising Real Property Agt (Replaces Real Estate Mgr)	DYNA	137.42	137.42	141.56	141.56	-2.92%
Sr Real Property Agt	DYTB	N/A	N/A	114.84	114.84	N/A
Sr Real Property Agt-Temp	DYTB-T	N/A	N/A	64.80	97.20	N/A
Assoc Real Property Agt	DYTA	65.86	65.86	N/A	N/A	N/A
Assistant Real Property Agent	DYVA	77.93	77.93	N/A	N/A	N/A
Overhead %		44.1%		37.2%		18.58%
<b>MATERIALS MANAGEMENT (4030)</b>						
Material Manager (Replaces Supply Dist Supervisor)	VCGA	105.49	105.49	104.88	104.88	0.58%
Materials Tech	91VC	60.93	60.93	63.00	63.00	-3.29%
Materials Tech-Temp	91VC-T	N/A	N/A	32.46	48.69	N/A
Student Worker	999E	16.07	24.11	32.89	49.34	-51.14%
Overhead %		23.3%		9.9%		135.82%

		2015/16		2014/15		Diff
		HOURLY RATE		HOURLY RATE		Hourly Rate
Division	Class	Regular	Overtime	Regular	Overtime	Regular
<b>FACILITIES MAINTENANCE (4031)</b>						
Facilities Mntnce Mgr	GFDG	183.85	183.85	181.12	181.12	1.51%
Asst Facilities Mnt Mgr	GFFA	154.25	154.25	156.24	156.24	-1.27%
Gen Svcs Facilities Sup	GFSA	158.38	158.38	158.90	158.90	-0.33%
Lead Electrician	GFTA	131.83	131.83	113.02	113.02	16.64%
Lead Painter	GFTB	128.57	128.57	131.76	131.76	-2.42%
Lead Carpenter	GFTC	123.53	123.53	123.71	123.71	-0.15%
Lead Steamfitter	GFTE	156.05	156.05	147.77	147.77	5.60%
Steamfitter	GFVA	126.71	126.71	127.40	127.40	-0.54%
Steamfitter-Temp	GFVA-T	61.88	92.82	58.07	87.11	6.56%
Electrician	GFWA	112.30	112.30	108.06	108.06	3.92%
Electrician-Temp	GFWA-T	N/A	N/A	52.03	78.05	N/A
Carpenter	GFWB	108.11	108.11	109.19	109.19	-0.99%
Carpenter-Temp	GFWB-T	N/A	N/A	N/A	N/A	N/A
Painter	GFWE	106.31	106.31	102.95	102.95	3.26%
Painter-Temp	GFWE-T	52.69	79.04	50.66	75.99	4.01%
Clerk-Senior Level	JWXC	72.31	72.31	67.23	67.23	7.56%
Maintenance Worker I	PSWB	71.69	71.69	76.24	76.24	-5.97%
Intermediate Typist Clerk	PWV1	N/A	N/A	30.51	45.77	N/A
Overhead %		49.7%		42.2%		17.69%
<b>CUSTODIAL SERVICES (4032)</b>						
Lead Custodian	GKTB	63.84	63.84	67.15	67.15	-4.93%
Custodian II	GKWB	51.24	51.24	54.20	54.20	-5.46%
Window Washer	GKWA	51.24	51.24	54.20	54.20	-5.46%
Cust & Rec Svc Sup	GKGC	89.98	89.98	92.23	92.23	-2.44%
Custodian II-Temp	GKWB-T	N/A	N/A	26.72	40.08	N/A
Overhead %		24.6%		23.7%		3.74%

		2015/16		2014/15		Diff
		HOURLY RATE		HOURLY RATE		Hourly Rate
Division	Class	Regular	Overtime	Regular	Overtime	Regular
GROUNDS SERVICES (4033)						
Grounds Mtce Spec - Irrigation	GPVD	98.70	98.70	99.02	99.02	-0.32%
Lead Gardener	GPTA	96.31	96.31	95.64	95.64	0.70%
Gardener	GPWA	61.26	61.26	66.98	66.98	-8.54%
Gardener - Temp	GPWA-T	34.29	51.44	31.23	46.85	9.80%
Groundskeeper - Temp	GP7A	N/A	N/A	27.70	41.55	N/A
Grounds Mtce Spec - Pest Control	GPVE	90.88	90.88	85.88	85.88	5.82%
Overhead %		57.4%		33.8%		69.70%
STATIONARY ENGINEERS (4034)						
Lead Stationary Eng	GWTC	118.20	118.20	120.35	120.35	-1.79%
Stationary Eng-Sys Spec II	GWTD	121.15	121.15	120.08	120.08	0.89%
Stationary Engineer	GWVC	98.05	98.05	100.24	100.24	-2.18%
Stationary Engineer-T	GWVC-T	50.34	75.51	50.18	50.18	0.32%
Stationary Eng-Sys Spec I	GWVD	97.32	97.32	101.23	101.23	N/A
Overhead %		49.7%		51.9%		-4.24%
SURPLUS PROPERTY (4035)						
Lead Materials Tech	91VD	80.77	80.77	84.99	84.99	-4.97%
Recycle Center Attendant	GPWE	50.05	50.05	N/A	N/A	N/A
Student Worker-Surplus	999E	30.93	46.40	30.57	45.86	1.18%
Overhead %		21.9%		17.6%		24.64%



		2015/16		2014/15		Diff
Division		HOURLY RATE		HOURLY RATE		Hourly Rate
Class		Regular	Overtime	Regular	Overtime	Regular
<b>RESOURCE RECYCLING (4036)</b>						
Lead Resource Ctr Attndnt	GKNB	93.98	93.98	91.97	91.97	2.19%
Recycle Center Att I (formerly Custodian II)	GPWE	71.63	71.63	67.04	67.04	6.85%
Recycle Center Att II (formerly Resource Ctr Att)	GPVA	N/A	N/A	N/A	N/A	N/A
Recycle Center Att II-Temp	GPWE-T	N/A	N/A	23.07	34.60	N/A
Work Program Aide	GP9A	21.03	31.54	18.33	27.49	14.73%
Student Worker-Recycle	999E	37.21	55.82	34.19	51.28	8.83%
Overhead %		71.5%		52.5%		36.19%
<b>ALARM MAINTENANCE - SECURITY (4037)</b>						
Lead Electronic Syst Spec	PETD	118.34	118.34	118.40	118.40	-0.05%
Electronic Syst Spec	PEWE	101.67	101.67	103.58	103.58	-1.84%
Electronic Syst Spec-Temp	PEWE-T	46.01	69.02	45.81	68.72	0.44%
Overhead %		42.5%		42.6%		-0.23%
<b>ALARM MAINTENANCE - FIRE/LIFE SAFETY (4038)</b>						
Lead Electronic Syst Spec	PETD	118.34	118.34	118.40	118.40	-0.05%
Electronic Syst Spec	PEWE	101.67	101.67	103.58	103.58	-1.84%
Electronic Syst Spec-Temp	PEWE-T	46.01	69.02	45.81	68.72	0.44%
Overhead %		42.5%		42.6%		-0.23%
<b>TRAFFIC SIGNALS (4075)</b>						
Lead Electrician	GFTA	162.71	162.71	150.42	150.42	8.17%
Electrician	GFWA	133.53	133.53	132.20	132.20	1.01%
Electrician-Temp	GFWA-T	N/A	N/A	57.96	86.94	N/A
Overhead %		85.7%		55.0%		55.68%

		2015/16	2014/15	Diff
		HOURLY RATE		Hourly Rate
Division	Class	Regular	Overtime	Regular
<b>Fleet Services (0064)</b>				
Equipment Mechanic	PMWB	119.00	112.00	6.25%
Equipment Service Worker	PMVA	92.00	81.00	13.58%
Automotive Parts Overhead		17.00%	14.00%	21.43%
Fuel OH (CNG)		0.21	0.38	-44.74%
Fuel OH (Diesel)		0.36	0.36	0.00%
Fuel OH (Unleaded)		0.21	0.22	-4.55%
Base Charge		95.00	86.00	10.47%

## Print and Mail Services Superior Court Rate Schedule

\*Because paper and box prices change as frequently as they do, they are not included in these prices and will be charged at cost.

### Black & White Digital Printing (op code)

Printing 1 side 8 ½ x 11 \$0.05 each	(261)
Printing 1 side 8 ½ x 14 \$0.05 each	(263)
Printing 1 side 11 x 17 \$0.10 each	(265)
Printing 2 sides 8 ½ x 11 \$0.10 each	(262)
Printing 2 sides 8 ½ x 14 \$0.10 each	(264)
Printing 2 sides 11 x 17 \$0.20 each	(266)

### Color Digital Printing

Printing 1 side 8 ½ x 11 \$0.15 each	(288)
Printing 1 side 8 ½ x 14 \$0.15 each	(288)
Printing 1 side 11 x 17 \$0.20 each	(294)
Printing 2 side 8 ½ x 11 \$0.30 each	(289)
Printing 2 side 8 ½ x 14 \$0.30 each	(289)
Printing 2 side 11 x 17 \$0.40 each	(295)

### Business Cards

100 cards \$12.10	(2807)
250 cards \$14.50	(2808)
500 cards \$18.50	(2809)

### Mailing

Current First Class postage rate  
+ \$0.08 each surcharge  
Contra Costa County Superior Court MOU

### Offset Printing

	(op code)
Printing 1 side 8 ½ x 11 \$0.04 each	(210)
Printing 1 side 8 ½ x 14 \$0.04 each	(211)
Printing 1 side 11 x 17 \$0.05 each	(212)
Printing 2 sides 8 ½ x 11 \$0.08 each	(216)
Printing 2 sides 8 ½ x 14 \$0.08 each	(217)
Printing 2 sides 11 x 17 \$0.10 each	(218)
Silver Master Plate \$9.00 each	(3101)
Color Wash \$60.00 per hour	(221)

### Bindery Services

Drilling \$0.015 per sheet drilled	(310)
Cutting \$0.01 per cut per sheet	(311)
Folding \$0.01 per sheet folded	(313)
Padding \$0.015 per sheet padded	(312)
Collating \$0.025 per sheet collated	(320)
Stapling \$0.10 per staple	(260)

### Graphic Design Services

Graphics Design \$60.00 per hour	(206)
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### Courier Services

1 day per week annual charge \$414.00	
3 days per week annual charge \$1,242.00	
5 days per week annual charge \$2070.00	



## **EXHIBIT D**

### **County Services – Retiree Health**

#### **1. SERVICES**

The County Human Resources Department, Employee Benefits Service Unit agrees to administer the health benefits provided to Court employees who retired on or after January 1, 2001 and who were enrolled in County health plans. Administration shall include, but not be limited to, processing enrollment changes, coordination of benefits for eligible enrollees and family members and administering continuation of benefits coverage if applicable.

#### **2. NOTIFICATIONS**

The County shall provide updated enrollment information annually within a reasonable period after the end of the open enrollment period, and as occasionally requested by the Court. Such enrollment information shall include: (1) the name of the retiree; (2) the plan(s) in which each retiree is enrolled; (3) the type of coverage (e.g. single or family); (4) the employer cost of each plan per enrollee; (5) the total cost of each such plan; and (6) the amount of any administrative fee charged per retiree.

The County shall also provide notifications to the Court of any enrollment changes that occur during the plan year due to qualified life events, which includes the name of the retiree, the nature of any plan changes and the updated employer cost associated with each such plan change.

#### **3. COSTS**

The County shall submit monthly invoices for the actual employer cost of the health benefits described in Paragraph 1, above, and may charge an administrative fee not to exceed \$3.22 per retiree, or whatever other amount is agreed-to by June 30 each fiscal year. Each monthly invoice shall include the name of each retiree and the total employer cost of the health benefits plus an administrative fee, if any.

## **EXHIBIT E**

### **County Services: All County Criminal Justice Information Network**

#### **1. SERVICES**

The All County Criminal Justice Information Network (ACCJIN) in Contra Costa County was established in 1990 and serves 31 individual criminal justice systems in the county, linking pre-existing computers into an integrated system. The network consists of two message switching computers, a private packet switching setup, and common software applications including a central name index.

In FY 2014/15, the County upgraded the network from AT&T frame relay to AT&T high-speed fiber optic service.

#### **2. COSTS**

The County bills in arrears the actual fiscal year cost of the network to participating agencies using a methodology approved by the Justice Automation Advisory Committee, a committee of justice partners that is chaired by the County Administrator and of which the Superior Court Executive Officer is a voting member.

The current methodology allocates half of the actual prior-year network costs to the County's ARIES (Automated Regional Information Exchange System), which is billed separately by the Sheriff, and the remainder at three rates depending on agency usage estimated by population served: low, medium, high. According to the current methodology, the Superior Court is now assigned to the high category and in the FY 2014-15 billing was assigned 2.9% of the total annual network cost, or \$8,941.45. The annual charges for FY 2015/16 will use the same methodology to allocate actual prior-year costs. Total network costs for FY 2015/16 are estimated at \$250,000; however, actual costs may vary. The cost allocation methodology will be reviewed upon the request of any participating agency and may be modified upon approval of the Justice Automation Advisory Committee.

Network costs have historically included AT&T line and toll charges, hub maintenance, County Department of Information Technology charges for router support and integrated database management, and 12% administrative overhead. Additional charges may include, but are not limited to, equipment replacement/installation and AT&T service upgrades.

#### **3. MANNER OF PAYMENT**

The County will invoice the court in August for ACCJIN costs for the prior fiscal year ending June 30. Invoices are payable within 30 days of receipt.

Payments to the County for ACCJIN services are to be directed to the office indicated on the invoice.



**EXHIBIT F**  
**Court Services – Civil Grand Jury**

**1. SERVICES**

The Court will administer the Civil Grand Jury program consistent with relevant statutes and policies, including the California Constitution, Article 1, Section 23; Penal Code Sections 888 to 892, and policies and procedures adopted by the Court.

**2. COSTS**

The County will reimburse the Court for costs of administering the Civil Grand Jury program. The hourly rates of Court employees identified in sections 2.1 and 2.2 below, and the indirect rate identified in section 2.3 below, are provided in the attached rate schedule. The County and the Court may establish a line item budget to facilitate managing civil grand jury costs. The costs associated with administration of this program that are attributable to the County include but are not limited to the following:

**2.1 Administrative support.** The Court will assign appropriate staff to provide administrative support services to the Civil Grand Jury program. Court staff will provide administrative support to the civil grand jury members, including but not limited to coordinating orientation week, preparing and distributing grand jury reports, coordinating responses from city and county government agencies and special districts, and reviewing and submitting monthly demands to the County for meeting fees and expense reimbursements. Court staff will also act as a liaison between civil grand jury members, judges, and the County. The costs associated with providing these services will be documented on timesheets, and the County will reimburse the Court for court staff time allocated to these tasks.

**2.2 Indirect costs.** The Court will charge and the County will pay indirect costs using the indirect cost rate and methodology approved annually by the Judicial Council.

**2.3 Miscellaneous goods and services.** The County will reimburse the Court for costs of goods and services associated with operating the Civil Grand Jury program including but not limited to training, parking, equipment and supplies. The Court will follow expense guidelines provided by the County when determining the types and amount of goods and services to procure for the Civil Grand Jury program, and the categories and amounts of travel and other expenses requested by civil grand jury members for reimbursement from the County.



**EXHIBIT G**  
**Court Services – Criminal Grand Jury**

**1. SERVICES**

The County may request the Court to summon and select jurors to serve on criminal grand jury panels.

**2. COSTS**

The County will reimburse the Court for criminal grand jury costs, except for selection costs. Reimbursable costs may include fees and mileage reimbursement paid to criminal grand jurors, and court reporting services provided at criminal grand jury proceedings. The rates for juror fees and mileage reimbursement are set by Penal Code section 890. The hourly rates of court reporters are provided in the attached rate schedule.

**3. SPACE OF GRAND JURY PROCEEDINGS**

In the event the District Attorney is unable to provide meeting space for the Criminal Grand Jury in their own facilities, the Court will make an effort to provide alternate space for the Criminal Grand Jury to meet.