



RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101
Telephone 213.626.8484 Facsimile 213.626.0078



RICHARD RICHARDS
(1916-1988)

GLENN R. WATSON
(RETIRED)

HARRY L. GERSHON
(RETIRED)

STEVEN L. DORSEY
WILLIAM L. STRAUSS
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TRISHA ORTIZ
CANDICE K. LEE
DAVID G. ALDERSON
MARICELA E. MARROQUIN
BRIAN D. MABEE
GENA M. STINNETT
JENNIFER PETRUSIS
MATTHEW E. COHEN
ANDREW TAM

OF COUNSEL
MARK L. LAMKEN
SAYRE WEAVER
WILLIAM K. KRAMER
NORMAN A. DUPONT

SAN FRANCISCO OFFICE
TELEPHONE 415.421.8484

ORANGE COUNTY OFFICE
TELEPHONE 714.990.0901

March 21, 2006

Mr. John Davidson
City Manager
City of Redlands
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373-1505

Re: Booking Fees Supplemental Settlement Agreement

Dear Mr. Davidson:

The Board of Supervisors of San Bernardino County approved the Supplemental Settlement Agreement (Booking Fees) on January 31, 2006. Enclosed please find an original signature page for the County, to be attached to your original of the Agreement. My office will also maintain a fully executed original (to the extent we received original signatures from your agency).

Thank you for your cooperation in getting this preliminary exercise completed. Please feel free to give me a call if you have any questions about the form or content of the Agreement, or what you should do with the County's execution page.

Sincerely yours,

RICHARDS, WATSON & GERSHON

Marguerite P. Battersby, City Attorney
for the City of Highland

Enclosure

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**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

January 31, 2006

FROM: MARK UFFER, County Administrative Officer
County Administrative Office

**SUBJECT: SUPPLEMENTAL AGREEMENT REGARDING CRIMINAL JUSTICE
ADMINISTRATION FEES (BOOKING FEES)**

RECOMMENDATIONS:

1. Approve **Supplemental Settlement Agreement No. 06-181** with each affected city, town, and local governmental entity, at a rate of \$79.86 per booking, for booking and processing of arrestees into a County detention facility, effective July 1, 2005 through June 30, 2008.
2. Authorize the Chairman of the Board to sign all properly executed agreements received from affected cities, towns or local governmental entities by March 31, 2006.

BACKGROUND INFORMATION: Following a staff report on May 3, 2005, regarding the proposed 2005-06 booking fee rate, the Board approved an ordinance revising the County Code to implement the booking fee of \$79.86, effective July 1, 2005, in accordance with California Government Code section 29550. The Board also directed the CAO and County Counsel to prepare a three-year agreement with each affected city, town, and local governmental entity, to be presented for approval by the Board of Supervisors at a later date.

New legislation stipulated that the maximum fee imposed by counties is limited to one-half of actual administrative costs, including permitted overhead costs, beginning in 2005-06. It also repealed reimbursement to cities for payments to counties for booking fees.

The proposed Supplemental Settlement Agreement reflects the booking fee rate of \$79.86 as agreed upon for three years, and states that the CAO will meet with representatives from affected entities to define a methodology for calculation of booking fees, and to establish a process to adjust the fees after expiration of the three-year period.

Under the terms of the proposed Agreement, the original settlement agreements and supplemental settlement agreements relating to booking fees shall remain in full force and effect.

REVIEW BY OTHERS: The item has been reviewed by County Counsel (Dennis Tilton, Deputy County Counsel, 387-5246) on January 19, 2006; and the County Administrative Office (Laurie Rozko, Administrative Analyst, 387-8997) on January 19, 2006.

FINANCIAL IMPACT: There is no additional local cost impact related to this item. Booking fees are currently charged at \$79.86, in accordance with the County ordinance, which has resulted in an estimated decrease of \$2.5 million in annual revenue beginning in 2005-06.

SUPERVISORIAL DISTRICT(S): All

PRESENTER: Gary McBride, Deputy Administrative Officer, 387-5285

cc: CAO-McBride w/agreement
City w/agreement c/o CAO
Auditor-Mejico w/agreement
IDS w/agreement
Risk Management
Sheriff-Penrod
Co. Counsel-Tilton
CAO-Rozko; Uffer
File w/agreement
Filed @ Sheriff - Booking Fees;
Inc. Cities - ADEL, AV, BARS, BBL,
CHNO, CHNO HLS, CLTN, FON,
GT, HES, HLND, LL, MONT, NDLS,
ONT, R CUCA, RLND, RLTO, SB,
29 PMS, UPLD, VVIL, YUCAI, YV

ml

Record of Action of the Board of Supervisors

AGREEMENT NO. 06-181

APPROVED/CONSENT CALENDAR)

BOARD OF SUPERVISORS

COUNTY OF SAN BERNARDINO

MOTION

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DENA M. SMITH, CLERK OF THE BOARD

BY 

DATED: January 31, 2006

ITEM 057

**SUPPLEMENTAL SETTLEMENT AGREEMENT RELATING
TO CRIMINAL JUSTICE ADMINISTRATIVE FEES**

This Supplemental Settlement Agreement (hereinafter referred to as "Agreement") is entered into between the COUNTY OF SAN BERNARDINO, for itself, its employees, servants, representatives, officers, officials, agents and departments (hereinafter referred to as "COUNTY") and the CITY OF ADELANTO, TOWN OF APPLE VALLEY, CITY OF BARSTOW, CITY OF BIG BEAR LAKE, CITY OF CHINO, CITY OF CHINO HILLS, CITY OF COLTON, CITY OF FONTANA, CITY OF GRAND TERRACE, CITY OF HESPERIA, CITY OF HIGHLAND, CITY OF LOMA LINDA, CITY OF MONTCLAIR, CITY OF NEEDLES, CITY OF ONTARIO, CITY OF RANCHO CUCAMONGA, CITY OF REDLANDS, CITY OF RIALTO, CITY OF SAN BERNARDINO, CITY OF TWENTYNINE PALMS, CITY OF UPLAND, CITY OF VICTORVILLE, CITY OF YUCAIPA, and the TOWN OF YUCCA VALLEY (hereinafter referred to as "CITIES AND TOWNS"). COUNTY and CITIES AND TOWNS are collectively referred to herein as the "Parties". The Parties agree as follows:

All CITIES AND TOWNS other than the CITY OF NEEDLES have previously entered into "the Settlement Agreement" with COUNTY concerning payment of booking and processing fees (criminal justice administrative fees pursuant to California Government Code section 29550, hereinafter referred to as "booking fees"), that was incorporated as part of the judgment entered by the Sacramento County Superior Court in City of Adelanto, et al., v. County of San Bernardino, Judicial Council Coordination Proceeding No. 2584. The CITY OF NEEDLES and COUNTY have previously entered into "the separate Settlement Agreement" concerning payment of booking fees. References to "Settlement Agreements" in this Agreement shall mean the agreements identified in the preceding two sentences. These Settlement Agreements provided for the COUNTY to charge actual costs for booking fees after February 10, 2001. Thereafter, almost all of the parties comprising the CITIES AND TOWNS entered into a supplemental settlement agreement with COUNTY for booking fees to be paid at the flat

1 rate of \$159.72 for each booking and other processing (hereinafter referred to as
2 "booking"), so long as CITIES AND TOWNS agreed to apply all realized savings to
3 expenditures for public safety, as referred to in California Government Code section
4 29950 and defined in the "ORDER" identified in the Settlement Agreements, performed
5 by the COUNTY in connection with arrests made within the jurisdictional boundaries of
6 CITIES AND TOWNS after February 10, 2001. This rate was to remain in effect unless
7 COUNTY's actual costs incurred for booking, as referred to in California Government
8 Code section 29550, and as defined by "the ORDER" identified in the Settlement
9 Agreements, increased by twenty-five percent (25%) or more over the COUNTY's
10 actual costs as of February 10, 2001, or in the event that the State of California's
11 reimbursement for booking fees incurred by the CITIES AND TOWNS within the County
12 of San Bernardino was reduced by twenty-five (25%) or more, in which alternative
13 event a new booking fee was to be negotiated by COUNTY and CITIES AND TOWNS.

14 In November of 2004 Senate Bill 1102 was enacted into law. This legislation
15 amended California Government Code section 29550 to reduce the amount of booking
16 fees that can be collected by counties beginning in Fiscal Year (FY) 2005-06 to fees no
17 greater than one-half of actual administrative costs, including overhead costs permitted
18 according to federal Circular A87 standards, and in no event greater than the fee
19 charged by a county to cities on January 1, 2004. Effective FY 2005-06, this legislation
20 also repealed all state reimbursement to cities for payments to counties for booking
21 fees.

22 Based on the above legislative changes, in March of 2005 the COUNTY
23 performed an updated cost study employing the same methodology that was used when
24 earlier agreements between CITIES AND TOWNS and COUNTY were executed, and
25 taking into account increased salary and benefit costs, and a dramatic rise in the
26 number of bookings compared with previous years. Based on the results of this study,
27 COUNTY calculated that current costs per booking were \$192.92, which would have
28 allowed COUNTY to impose a new fee for each booking in the amount of \$96.46, which

1 represents one-half of the County's newly calculated cost per booking.

2 But, instead of imposing such a permissible fee, representatives of CITIES AND
3 TOWNS and COUNTY met informally and agreed upon a booking fee to be charged by
4 COUNTY to CITIES AND TOWNS at the rate of \$79.86 per booking for a period of three
5 years. This fee was enacted by the COUNTY Board of Supervisors on May 17, 2005 to
6 take effect on July 1, 2005, at which time the Board of Supervisors also directed the
7 County Administrative Officer and County Counsel to prepare agreements with CITIES
8 AND TOWNS for later approval, and to continue meeting with city managers or other
9 representatives of CITIES AND TOWNS to define a methodology for calculation of
10 booking fees, and to establish a process to adjust the fees after expiration of the three-
11 year period in which the fees are to be imposed at the rate of \$79.86 per booking.

12 CITIES AND TOWNS and COUNTY agree that the booking fee to be charged by
13 COUNTY to CITIES AND TOWNS shall be at the rate of \$79.86 per booking for a
14 period of three years beginning July 1, 2005 and ending on June 30, 2008.

15 CITIES AND TOWNS and COUNTY also agree that they shall meet with each
16 other from time to time to negotiate and recommend to the Parties by July 1, 2006 a
17 defined methodology for calculation of booking fees, and a process to adjust future
18 booking fees once the present enacted fee expires on June 30, 2008.

19 On or before December 1, 2005, COUNTY agrees to provide to CITIES AND
20 TOWNS a detailed written explanation of COUNTY's methodology and a step-by-step
21 explanation of the process used for calculating booking fees for CITIES AND TOWNS.

22 Within sixty (60) days of receipt of COUNTY's methodology and process used to
23 calculate booking fees, any one or more of CITIES AND TOWNS shall provide to all
24 other Parties a detailed written explanation of any alternative methodology and/or
25 process proposed by any one or more of CITIES AND TOWNS.

26 Following these exchanges of information, CITIES AND TOWNS and COUNTY
27 shall meet on or before July 1, 2006 for the purposes of negotiating and
28 recommending to the Parties a methodology to calculate booking fees, and a process to

1 adjust the fees after expiration of the three-year period in which fees are to be imposed
2 at the rate of \$79.86 per booking. Any such recommendations shall be included in a
3 proposed amendment to this Agreement and transmitted to each of the Parties for their
4 approval.

5 If, thereafter, COUNTY and CITIES AND TOWNS mutually agree upon a defined
6 methodology for calculation of booking fees, as well as a fee adjustment process and
7 implementation, the agreed upon methodology and process shall be implemented within
8 thirty (30) days of the date of the executed amendment to this agreement or other
9 agreement as the Parties deem appropriate.

10 If, instead, no agreement is reached by COUNTY and CITIES AND TOWNS on
11 either the methodology to be used to calculate booking fees, or on a process to adjust
12 booking fees in the future, or on both methodology and process, on or before January 1,
13 2008, an impasse shall be declared (unless COUNTY and CITIES AND TOWNS agree
14 on a further extension of time to attempt to reach agreement on these issues). In such
15 an event, after expiration of the three-year period in which fees are to be imposed at the
16 rate of \$79.86 per booking, COUNTY may then employ a methodology for calculation
17 of booking fees and a process to adjust fees in the future as are allowable by law,
18 which methodology and process any one or more of CITIES AND TOWNS shall be free
19 to challenge in the Superior Court of the State of California if they so desire. If that
20 occurs, the final decision of the highest reviewing court shall thereafter be binding on
21 the Parties concerning methodology for calculation of booking fees and the process to
22 adjust such fees until such time as the law changes with respect thereto.

23 All provisions contained in judgments entered in *City of Adelanto, et al. v. County*
24 *of San Bernardino*, Judicial Council Coordination Proceeding No. 2584, and the original
25 Settlement Agreements and supplemental settlement agreements between the Parties
26 relating to booking fees that are not in direct conflict with the terms of this supplemental
27 settlement agreement shall remain in full force and effect.

28 IN WITNESS WHEREOF, the Parties are freely and voluntarily entering into and

1 signing this Agreement on the respective dates indicated below.

2 Approved as to form:

3 Dated: February 10, 2005

RONALD D. REITZ
COUNTY COUNSEL

By:

Dennis S. Tilton

DENNIS TILTON

Deputy County Counsel

Attorneys for COUNTY OF SAN BERNARDINO

8 Dated: October 26, 2005

RICHARDS WATSON GERSHON

By:

Marguerite P. Battersby

MARGUERITE P. BATTERSBY

12 Dated: JAN 31 2006, 2006

COUNTY OF SAN BERNARDINO

By:

Bill Postmus

Chairman, Board of Supervisors

16 Dated: October 26, 2005

CITY OF ADELANTO

By:

Jim Nehmens

Jim Nehmens

Mayor

21 ATTEST:

22 CITY OF ADELANTO

23 Cindy McLean
24 City Clerk

25 APPROVED AS TO FORM:

26 Marguerite P. Battersby
27 City Attorney

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
DENA M. SMITH
Clerk of the Board of Supervisors
of the County of San Bernardino

By:

Dena M. Smith
DEPUTY CLERK
SAN BERNARDINO COUNTY

28 [mayors or city managers of all other cities and towns signing in counterpart

1 Dated: November 15, 2005

CITY OF REDLANDS

2 By:



3 SUSAN PEPPLER

4 Mayor

5
6 ATTEST:

7 CITY OF REDLANDS

8
9 
10 City Clerk