



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EST. 1851

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Date: June 2, 2015 *Edward N. Bonner*
Subject: Memorandum of Understanding – Trial Court Security

Action Requested

Adopt a Resolution approving a two-year Memorandum of Understanding (MOU) with the Placer County Superior Court for Court Security services from July 1, 2015 through June 30, 2017, in the amount of \$4,247,857 for FY 2015-16, and \$4,354,053 for FY 2016-17, and authorize the Sheriff to sign and execute the MOU. Funding is provided by the State's Trial Court Security 2011 Realignment.

Background

The Placer County Sheriff's Office has maintained an MOU with the Superior Court to provide security services since 1999. An MOU is required to comply with the July 2011 Budget Act which provided for the realignment of Trial Court Security Funding from the Superior Court to the County. Government Code 69922 prescribes, "The Sheriff shall provide security to the Superior Courts". The Placer County Sheriff's Office and the Superior Court have reviewed and negotiated the level and terms of Court Security services to be provided based on funding made available through the 2011 Public Safety Realignment Act. The MOU allows for a mid-year review if cost or service level adjustments become necessary.

Fiscal Impact

Total cost of services outlined in the MOU are estimated at \$8,601,910 for the two-year term, with first year expenditures and revenue of \$4,247,857 included in the Sheriff's FY 2015-16 Proposed Budget. Second year expenditures and revenue in the amount of \$4,354,053 will be included in the Sheriff's FY 2016-17 Submitted Budget. There is no additional impact to the General Fund.

Before the Board of Supervisors County of Placer, State of California

In the matter of:

Resol. No:

**A RESOLUTION APPROVING
A TWO-YEAR MEMORANDUM OF
UNDERSTANDING BETWEEN THE PLACER
COUNTY SHERIFF AND THE PLACER
SUPERIOR COURT FOR TRIAL COURT SECURITY**

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held June 2, 2015 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

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

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

WHEREAS, the Placer County Superior Court (Court) has needs for Superior Court law enforcement functions, as defined in Government Code; and

WHEREAS, as of July 1, 2011, The Budget Act provided for the realignment of Court Security funding from the Superior Court to the County; and

WHEREAS, Sheriff provides security services to Court; and

WHEREAS, pursuant to Government Code Section 69926, Sheriff and Court must enter into an annual, or multiyear Memorandum of Understanding, specifying the agreed upon level of court security services; and

WHEREAS, Sheriff and Court desire to include in this Memorandum of Understanding provisions concerning the nature and extent of court security services to be provided to Court,

THEREFORE, BE IT RESOLVED THAT the Sheriff is authorized on behalf of this Governing Board to execute the Memorandum of Understanding, and any changes necessary, for a term of July 1, 2015 through June 30, 2017.

COPY

**AGREEMENT BETWEEN
THE SUPERIOR COURT OF CALIFORNIA AND
THE PLACER COUNTY SHERIFFS OFFICE**

COURT SECURITY SERVICES

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

RECITALS

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

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

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

WHEREAS, as of July 1, 2011, The Budget Act provided for the realignment of Court Security funding from the Superior Court to the County; and

WHEREAS, the SHERIFF provides security services to COURT; and

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

WHEREAS, COURT and SHERIFF desire to include in this memorandum of understanding provisions concerning the nature and extent of court security services to be provided to COURT.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to describe the relationship between COURT and SHERIFF as it pertains to the provision of court security services.

This Agreement describes the understanding between COURT and SHERIFF.

II. SCOPE OF SERVICES

SHERIFF shall provide court security services to COURT as follows:

A. Method of Service Delivery: Court Security Unit

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

B. Basic Services.

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

C. Additional Services.

1. SHERIFF may provide supplemental or special court security services or additional services and related equipment and supplies as requested by COURT beyond those provided for as Basic Services as outlined in Exhibit B. Additional Services may include, but are not limited to: extraordinary security occasioned by high security events and conditions beyond that covered under Basic Services; staffing of court security screening equipment installed in the Court Facilities after the execution of this agreement. The SHERIFF and COURT may agree on methods to meet such Additional Services within amounts outlined in Exhibit B.
2. Overtime hours performed by court security personnel provided by SHERIFF in response to requests by COURT for such overtime (that is, on weekends, on COURT-observed holidays or outside normal Court hours for the specific Court Facility and if total costs exceed those contained in Exhibit B).
3. Requests for Additional Services may be made to SHERIFF by the Presiding Judge, his or her designee(s), or by COURT's Executive Officer, and shall either

be made in writing, or, if made in person or by telephone, be confirmed in writing by the requestor within forty-eight (48) hours of the request, except requests by judges or judicial officers for overtime service by court security personnel. COURT shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

4. Sheriff shall advise COURT promptly, and shall confirm in writing, if SHERIFF is unable to provide some or all of any requested Additional Services within the costs set out for Basic Services. In such event, SHERIFF shall promptly advise COURT in writing of the estimated costs of the services, based upon the most effective manner of providing such services. Unless COURT disapproves an estimate provided by SHERIFF in writing, SHERIFF shall provide such Additional Services to COURT and shall be entitled to reimbursement for the actual cost of providing the Additional Services up to the amount set forth in the estimate, subject to Section V. No cost estimate is required when COURT requests overtime service to be provided by court security personnel.
5. SHERIFF and COURT acknowledge and agree that it is impracticable to specify in the Agreement each and every category of Additional Services which might be desired by COURT, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services.

D. Emergencies

1. Notwithstanding any other provision of this Agreement, in the event of an emergency involving security in the Court Facilities or involving threats against any judges, judicial officer, court staff or jurors, SHERIFF shall immediately take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies as provided in Section IV.
2. Law enforcement services, which are outside the Superior Court law enforcement services area such as location outside the court facility are not allowable under Rule 10.810 or the SCLE Act, and cannot be charged to Court security funding.

III. TERM OF AGREEMENT

A. Term: Option to Extend

The term of this Agreement shall commence effective July 1, 2015, and shall terminate on June 30, 2017. This Agreement shall continue on a month-to-month basis after June 30, 2017 until COURT executes a new agreement for security services in place of this Agreement. As outlined in Section IV.H, the SHERIFF and COURT will annually review this agreement. The staffing plan as outlined in Exhibit B shall remain in effect for the term of this agreement unless amended by the parties.

IV. STANDARDS OF SERVICE; OBLIGATIONS OF THE PARTIES

A. Anticipated Service Outcome.

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

B. Sheriff's Discretion: Assignment of Personnel

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

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

C. Designated Coordinators

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

D. Day-to-Day Supervision

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

E. Equipment and Supplies

1. All SHERIFF's sworn personnel performing services to COURT under this Agreement shall wear the prescribed uniform and equipment of the SHERIFF's Office, except as directed by the Court Security Unit supervisor.

2. SHERIFF will provide all prescribed personal equipment such as uniforms, handcuffs, firearms, batons, and radios, to be used by SHERIFF's sworn personnel.
3. COURT will be responsible for the purchase and maintenance costs of any equipment used to provide security in Court Facilities, specifically, but not limited to metal detectors and x-ray devices. SHERIFF may acquire such equipment at the request of COURT, at COURT's cost. All such equipment and devices are the property of COURT.

F. Briefings

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

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

[1] These briefings may be combined as appropriate.

G. Qualifications and Training

1. All sworn personnel provided by SHERIFF to perform services under this Agreement shall be of a rank of deputy sheriff or above and in good standing with the SHERIFF, on active duty and able to perform the essential functions of their duties as assigned by the SHERIFF under this Agreement.
2. All non-sworn personnel provided by SHERIFF to perform obligations of SHERIFF under this Agreement shall be employees in good standing with the COUNTY and able to perform the essential functions of their duties under this Agreement, and shall have the training, experience and qualifications required to perform such duties.
3. COURT will furnish to members of the Court Security Unit, at COURT's full cost, any special training and equipment deemed appropriate and necessary by COURT and which is not otherwise covered under the provision of this Agreement. All such equipment is the property of COURT.
4. All security personnel will be required to participate in annual training specific to court security. SHERIFF will make such training available to SHERIFF's security staff. The cost of such training will be charged to Court security funding. Costs for standard training for SHERIFF personnel to retain sworn status or to comply with SHERIFF or County of Placer rules will be paid by SHERIFF and not charged to Court security funding.

H. Review of Staffing Needs

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

I. Limited Operation Days

If the COURT chooses to implement Limited Operation Days (LOD), the COURT will notify the SHERIFF at least one month prior to the scheduled LOD. The LOD's will require limited security as some of the Court's locations will be closed to the public or operating fewer courtrooms. The COURT and the SHERIFF will work together prior to the LOD to determine the proper level of security that will be necessary. Cost for the security personnel that are reassigned during the LOD's shall not be charged to Court security funding.

J. Mid-Year Adjustments

If during the course of the contract period, it appears that the level of service for Basic Services which will exceed or fall short of planned amount of Basic Services due to requirements of County labor agreements or personnel policies, SHERIFF shall as soon as possible notify COURT and propose amendments or modifications to the planned level of Basic Services for the period of the MOU. Exhibit B of this Agreement shall be amended to describe any such modification to the level of Basic Services as agreed between the COURT and the SHERIFF with no change to the total amount of the MOU. In the event Court Security funding is modified, parties will propose amendments to Exhibit B to describe change in level of service and MOU amount.

K. Request for Additional Funding

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

V. INDEMNIFICATION AND INSURANCE

A. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the SHERIFF and COURT agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority of jurisdiction delegated to such other parties under this Agreement.

B. Insurance

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

VI. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, SHERIFF and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of COURT. All such personnel provided by SHERIFF under this Agreement are under the direct and exclusive supervision, daily direction, and control of SHERIFF and SHERIFF assumes full responsibility for the actions of such personnel in the performance of services hereunder.

COURT shall have the right, through the SHERIFF, to request removal from Court Facilities of any SHERIFF officer, agent or employee. COURT acknowledges and agrees that COURT has no control over the manner and means of performing the work of SHERIFF's officers, agents or employees nor the right to hire or fire such officers, agents or employees. SHERIFF have no authority of any kind to bind COURT, and COURT has no authority to bind SHERIFF in any respect whatsoever, nor shall SHERIFF act or attempt to act, or represent themselves directly or by implication as agents of the COURT, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COURT unless otherwise agreed to in regards to the care and maintenance of security equipment. COURT shall not act or attempt to act, or represent itself directly or by implication as an agent of SHERIFF, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of SHERIFF.

B. Notices

Any notices required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To COURT:

Court Executive Officer
Placer County Superior Court

AND

Presiding Judge
Placer County Superior Court

AND

Sheriff
County of Placer

A notice shall be effective on the date of personal delivery if personally delivered before 4:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

C. Time of the Essence

Time is of the essence in this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

D. Amendment: Assignment

These Agreements may be modified or amended only by a written document executed by all parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

E. Entire Agreement

This Agreement, including all Exhibits hereto, constitutes the complete and exclusive statement of agreement between the parties with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded by this Agreement.

F. Construction

This Agreement shall be construed as if prepared by all parties, and shall be construed, interpreted and governed by the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement. Each of the Exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

G. Waiver

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

H. Authority to Enter Agreement

This Agreement will be effective upon approval of the Board of Supervisors and the presiding Judge. SHERIFF and COURT each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the (this) Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

I. Cooperation

SHERIFF and COURT will cooperate in good faith to implement this Agreement.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

K. Severability

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

L. Legislative Changes.

If any changes are made to the Act or regulations or Rules of Court adopted pursuant thereto, or to any successor legislation or regulations, or if the State imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the parties and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such change(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the parties will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of the COURT and the SHERIFF under this Agreement unless the parties mutually agree to subject themselves to such change(s). COURT and SHERIFF may negotiate further for changes or services that may be deemed by COURT to be in the best interest of the COURT to be provided by SHERIFF under this Agreement.

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

**THE SUPERIOR COURT
OF CALIFORNIA
COUNTY OF PLACER**

COUNTY OF PLACER

Court Executive Officer

Board of Supervisors

PLACER COUNTY SHERIFF

Presiding Judge

Sheriff

Approved as to Form and Legality:

County Counsel

EXHIBITS TO THIS AGREEMENT:

Exhibit A – Court Facilities

Exhibit B – Staffing for Basic Services