



**Agreement Between
The Superior Court for the County of Santa Barbara, California,
The County of Santa Barbara and The Santa Barbara County Sheriff's Department,
For Provision of Court Security Services for Fiscal Year 2007/2008**

SECTION I: AUTHORITY, PURPOSE AND INTENT OF THIS AGREEMENT

The Superior Court of the State of California, in and for the County of Santa Barbara ("Court"), and the Sheriff of Santa Barbara County ("Sheriff") enter into this Memorandum of Understanding ("MOU" or "Agreement") in acknowledgement of the provisions of "The Lockyer-Isenberg Trial Court Funding Act", Chapter 850, Statutes of 1997; of related amendments of the California Government Code, and particularly the special legislation provided in the "Santa Barbara County Court Services Consolidation Act of 1996" (Government Code Sections 26671, et seq), as amended in 2002, and the addition of Chapter 1010 of 2002 California legislation (SB 1396), "The Superior Court Law Enforcement Act of 2002."

The purpose of Court Security is to assist the Court in maintaining safety, good order and judicial effectiveness in courtrooms and in Court facilities, thereby facilitating the orderly process of justice. The essential functions of Court Security services are designed to protect Court judicial officers and other personnel, jurors, witnesses, attorneys, parties litigant and the attending public, as well as the Court's facilities, equipment, documents and evidence; from injury, damage, improper interference or threat to the judicial process.

By this Agreement the parties intend to establish and to clarify operating standards, procedures and levels of Court Security services to the Court, for the 2007/2008 fiscal year, as required by Section 69926 of the California Government Code; to establish a method for assessing the costs of such services; and to maintain a cooperative and effective service relationship which will effectively implement the Trial Court Funding Act and related statutes. The parties intend that nothing in this Agreement shall expand, broaden, contract or limit the respective rights, duties, or obligations of any party under law. The parties retain all existing rights, duties and obligations under California statutes, without modification by this MOU.

SECTION II: DEFINITION OF COURT SECURITY SERVICES

"Court Security Services" to be provided and funded under this Agreement are defined as those "Superior Court law enforcement functions" set forth in California Government Code Section 69921(e)¹, in Function 8, Rule 10.810 of the California Rules of Court, and as further specified in Section III of this Agreement.

SECTION III: SCOPE OF SERVICE, SERVICE LEVELS

1. *BASIC SERVICE LEVEL*: The maintenance of interior Court building security, the assignment of bailiffs to courtrooms, and the effective custody and control of prisoners at every Court location and courtroom where persons in custody are present, shall be defined within the Basic Service level to be provided under this Agreement. The provision of a minimum of one qualified bailiff assigned to each courtroom wherein any trial or hearing is being held or wherein any judicial officer is present and engaged in judicial duties, is also defined within this Basic service level. The Basic service level shall be met except when exigent circumstances occur. Exigent circumstances may include unanticipated staffing shortages such as illness of a deputy sheriff(s) in which no backfill or insufficient backfill personnel are available to substitute. Exigent circumstances may also include an anticipated staffing shortage such as a special high security case, which requires additional security personnel. Management and supervision of Court Security services is also included, as specified in this Agreement.

“*ATTACHMENT A*” to this Agreement, which is incorporated herein, specifies the Court locations and courtrooms that shall be covered under this Basic level of Court Security service. The Court and Sheriff agree that if adequate funding is available from the State of California, a bailiff shall be assigned to and staff each courtroom. However, if adequate funding for this level of staffing is not available, then the Sheriff, after consultation with the Court’s Presiding Judge or designee, will deploy Sheriff’s security personnel based on a Sheriff-recommended and Court-approved priority designation set forth in “*ATTACHMENT C*” to this Agreement. It is understood by both parties that lack of funding to meet the Judicial Council approved courtroom security standard may result in some courtrooms being without bailiffs at some particular times or dates. The Court agrees to pay the Sheriff the full amount of security funding provided by the Administrative Office of the Courts for these services. The adopted budget for FY 2007-08 is **\$4,880,455** plus the amount of funding for one bailiff provided under the AB 1058 Family Court Commissioner grant program. The Court also agrees to pay for the actual expenses of eight (8) deputy sheriffs performing perimeter security services including weapons screening, not to exceed \$848,000. This is in addition to the 2007-08 adopted budget of \$4,880,455 set forth above for all other security services provided to the Court by the Sheriff. The Sheriff agrees to provide deputy sheriffs for the purpose of entrance screening pursuant to Section III, 1 (e). Should such funding specified above be reduced by the AOC in mid-year, Section IV 2 of this MOU shall be controlling.

(a) *Court Buildings Exterior Perimeter Security*: The parties agree that, as the State does not currently extend the definition of Court Security to exterior Court building perimeters for the purposes of State funding, the Sheriff will assess no charge for any service that may be incidentally provided in these areas, unless, until and to the extent that the State funds it.

(b) *Court Buildings Interior Perimeter Security*: The Sheriff shall immediately respond to any occurrences or threats of security incidents, disruption of Court operation or other breach of Court security. The parties agree that all physical locations within Court buildings or within facilities or portions of facilities that are leased by the Court and that are occupied or used by Court personnel, parties litigant, jurors or witnesses, as listed in “*ATTACHMENT A*”, are covered for response to such occurrences or threats of security incidents, with the exception of

office areas specifically and exclusively assigned to the District Attorney, Public Defender, Probation Officer or other non-judicial functions.

(c) *Prisoner Holding and Internal Transportation:* The parties agree that all prisoner holding areas within all Court facilities wherein prisoners are held pending or subsequent to Court proceedings, including all transportation of prisoners within Court facilities, are within the Basic level of service.

(d) *Courtroom Security and Bailiff Services:* The Sheriff will provide a minimum of one qualified and trained bailiff assigned to each Court department wherein any trial or hearing is being held, or wherein any judicial officer is present and engaged in judicial duties, absent exigent circumstances, as set forth in Section III.1 entitled "Scope of Services, Service Levels". The range of duties to be performed by Court bailiffs shall be specified in the approved Comprehensive Court Security Plan required by Government Code §69925. The supervision of juries and attending upon the Court and/or juries during offsite Court crime scene visits or other site observations, shall be considered within the scope of Courtroom Security and Bailiff services.

(e) *Perimeter Security:* The Court shall be responsible, with input from the Sheriff, for the design and implementation of perimeter screening stations at designated courthouses in the County. The Court shall provide and maintain all screening equipment. The Court is responsible for providing non-sworn personnel to operate the screening stations. The Sheriff is responsible for the provision of one qualified deputy sheriff to oversee each designated weapons screening location. One deputy sheriff will not be assigned more than two perimeter security screening stations at any location. The Court shall be responsible for the provision of training on the use and care of the screening equipment to sworn and non-sworn personnel responsible for the provision of perimeter security screening. The Sheriff will cooperate with the Court to develop a plan to train personnel on the use of screening equipment to ensure that all personnel can identify and respond to a security threat.

(f) *Management and Supervision of Court Security Services.* The Sheriff shall provide, and the Court shall reimburse the costs of, the services of one qualified Sheriff's Lieutenant to act as the Manager of Court Security Services on a countywide basis, one officer each of Sergeant rank to supervise Court Security services for the North and South regions of the Court, and four Senior Deputy positions, two in North County and two in South County. The additional five percent salary differential between Deputy and Senior Deputy classifications, for two of the four Senior Deputy positions, shall be funded by the Sheriff and County, to the extent that State funding for this differential is not provided to the Court.

1. *ADDITIONAL COURT SECURITY SERVICES; REQUESTS, APPROVAL:*

Court Security services or any other services requested by Court and/or provided by Sheriff to Court that are not State-funded and set forth in Function 8, Rule 10.810, CRC, or that are not otherwise specifically provided in this Agreement as Basic services, are defined as additional services. These services, if requested by the Court, shall be compensated as provided at the rates stated in “*ATTACHMENT B*”. Rates of compensation for additional court security services will not be billed at a rate of compensation higher than those expressed for the overtime rate of a senior deputy. The Sheriff shall deploy additional deputies in the following priority and classification: (1) extra help deputies, (2) deputies and senior deputies, (3) senior or other available deputies. Depending on availability, these additional deputies may be at the overtime rate. In the event that the Court desires to procure additional services from the Sheriff or the Sheriff determines that additional services are appropriate, in addition to those specified in this agreement, the judicial officer, other Court official, or Sheriff requesting such service shall communicate the request to the Presiding Judge of the Court, or designee. If approved, the Presiding Judge or designee will authorize such services from the Sheriff with as much advance notice as is possible in the circumstances. The Sheriff shall provide additional services on such scope and cost basis as is agreed by the parties, by amendment of this agreement or other writing.

2. *COURT SECURITY ADVICE, PLAN DEVELOPMENT, APPROVAL & TESTING:*

The Sheriff shall periodically provide the Court with general and specific Court and judicial security information, intelligence and advice; including advice as to security aspects of facilities construction and improvement, security equipment and general personnel deployment, as either the Court or Sheriff determines necessary for maintenance of effective Court Security. The parties agree that the Court and Sheriff will cooperate in implementing and continuing the functions of the Court Services Oversight Committee, as specified by Government Code Sections 26671.6 and 26671.7.

3. *COURT SECURITY BUDGETING ASSISTANCE:*

The Sheriff will provide timely staffing detail, cost estimates and other required information to Court, to assist the Court in preparing budget requests for funding of Court Security services. The Court will provide the Sheriff, at least thirty calendar days prior to the date that the Court requires the Sheriff's estimates of Court Security costs for State budget submission, with a statement of any changes to the anticipated services required by the Court for the fiscal year for which the budget is being prepared, which requested changes shall be provided in the general format of the Scope and Levels of Service sections of this Agreement.

SECTION IV: CHARGES FOR SERVICES, COMPENSATION, BILLING

1. *SERVICE CHARGE LIMITATIONS:*

In consideration of the express limitations of California Government Code Section 77206.1, and notwithstanding any other provision of this Agreement, the Sheriff shall make no charge for services under this Agreement at a rate that exceeds the rate provided by Section 77212 (a) of the Government Code. Such charges shall not exceed the Sheriff's actual cost for providing Court Security services. "**ATTACHMENT B**" to this Agreement specifies the agreed budget and costs, and the number and classification of Court Security positions chargeable for Basic level of Court Security Services for fiscal year 2007-08.

The Sheriff, after consultation with the Court's Presiding Judge or designee, shall have the authority to deploy and redeploy Court Security personnel, based on a Sheriff-recommended and Court-approved priority designation, as specified in "**ATTACHMENT C**". If the demands of the Court calendar are such that there are not sufficient bailiffs available to cover the Court's security requirements, the Sheriff, after consultation with the Court's Presiding Judge or designee, will call in additional personnel under the provisions elsewhere in this Agreement. The Sheriff's Office agrees to make a good faith effort to fill as many positions with extra-help workers/Deputies when available. The Court agrees to pay necessary, Court-approved, overtime of Sheriff's Court Security personnel, based on the actual overtime rate of the assigned employee. Overtime charges will be displayed/billed separately on the monthly invoice and supporting documentation will be attached. The Court may request additional assigned security personnel to meet Court security needs in high profile cases or for special situations. The Sheriff's Office will make its best effort to fulfill additional security needs; however, no dedicated staffing is available for such situations.

2. *BUDGET LIMITATIONS; SERVICE REDUCTIONS:*

All charges assessed by the Sheriff to the Court for Court Security services shall be for actual costs, and not to exceed the amount actually provided by the State for Court Security services. All monies properly owed are due and payable within 30 days of receipt of the monthly billing.

In the event that the Sheriff determines that the Court Security Budget is insufficient to compensate the Sheriff according to the rates established in "**ATTACHMENT B**" for any remaining portion of a fiscal year included in the term of this Agreement, the Sheriff shall discuss the particular service and/or level of service to be reduced with the Court, and notice will be provided to the Court of any planned Court Security service reductions at least 30 days before any service reduction is made.

In addition to any meetings scheduled to discuss special Court needs or service reductions, the parties agree to meet at least once each quarter during the Court's fiscal year, for the purpose of reviewing the budget status of Court Security services funding.

3. *METHODS FOR CHARGING, DOCUMENTATION:*

Charges assessed to Court for these Court Security services will be made as direct charges, as specified in this Agreement. The Sheriff will submit periodic invoices to Court, for payment by journal entry within the County financial system. The invoices for direct charges shall include supporting documentation of the charges, including time cards, expense vouchers and any other documents required to document Sheriff's charges for State funding. The Court shall have the right to review and approve such charges before assessment, and to audit all supporting documentation in support of such charges, if the Court or the State of California should determine necessary.

4. *TRAINING AND EDUCATION; COSTS:*

Court Security costs billable under this Agreement shall include the continuing education and training expense for dedicated Court Security personnel, including supervisory and management personnel demonstrating at least .25 (25 percent) of their time dedicated to Court Security, for whom salaries and benefits are billable under (a), above; but only to the extent that such training is related to Court Security matters, or to maintenance of qualifications required to continue to provide services under this Agreement. The cost of training is part of the total security allocation for the year. Parties agree that the amount of training funding included within the total FY 2007-08 security allocation of \$ 4,880,455 is \$ 53,553. The total training allocation of \$ 53,553 will be paid in four quarterly payments by transferring funds to the appropriate Sheriff's County FIN Fund. The Sheriff will not be required to prepare JE/s based on the actual training hours used during the quarter. Pursuant to Government Code §69927, any new court security costs permitted by SB 1396 (Chapter 1010; Statutes of 2002), shall not be operative unless the funding is provided by the Legislature.

5. *MANAGEMENT, SUPERVISORY AND OVERHEAD EXPENSE:*

Court Security costs billable under this Agreement shall include only those salary and benefit costs of management and supervisory Court Security personnel, whose time records reflect that they are at least .25 (25 percent) dedicated to the Court Security function. Sheriff's departmental overhead expense shall be charged under this Agreement consistent with the provisions of SB1396.

SECTION V: PERSONNEL SELECTION, EMPLOYMENT STATUS AND TRAINING

1. *QUALIFICATION AND TRAINING:* The Sheriff agrees to assure that all personnel assigned to provide any Court Security service to Superior Court under this Agreement, are fully qualified and trained to perform the duties assigned; and further agrees to assure continued updating of personnel training to meet any applicable statutory requirements and professional peace officer standards for personnel assigned to perform Court security services.

2. *SELECTION & EVALUATION:* The Sheriff agrees to consult with the appropriate judicial officers to which bailiff personnel are to be assigned, in the process of selecting and evaluating the performance of bailiff personnel designated for assignment to particular courtrooms; and with the Presiding Judge, Assistant Presiding Judge and Court Executive Officer as to selection and performance evaluation of supervisory personnel assigned to Court Security functions. The Sheriff retains the right to assign and/or rotate any and all personnel assigned to the Court.

SECTION VI: AUTHORITY & RESPONSIBILITY LIMITATIONS

The Court hereby appoints the Sheriff as the Court Security Officer. The parties agree that the Sheriff, as the responsible law enforcement and court security professional, retains full authority to determine the appropriate security levels for particular cases and security risk situations, the methods of law enforcement and emergency problem response, and the deployment of all Court Security personnel; subject only to the scope of Court Security service provided by this Agreement, which shall be maintained. The parties agree that the Presiding Judge of the Court may request that the Sheriff remove any manager or employee from Court Security services, for cause in writing, but that the Sheriff retains full discretion as to action on such a request.

SECTION VII: TERMS OF AGREEMENT

1. **DESIGNATED REPRESENTATIVES:** J. WILLIAM McLAFFERTY, Superior Court Presiding Judge or his designee is the designated representative of Court, and will administer this Agreement for and on behalf of Court. BILL BROWN, Sheriff, County of Santa Barbara or his designee, is the designated representative of Sheriff, and will administer this Agreement for and on behalf of Sheriff. Changes in representatives shall be effective only upon written notice to all parties.

2. **NOTICES:** Any notice or consent required or permitted under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered to:

COURT:

J. William McLafferty, Presiding Judge
Santa Barbara Superior Court
P. O. Box 21107
1100 Anacapa Street
Santa Barbara, California 93121-1107

Gary M. Blair, Executive Officer
Santa Barbara Superior Court
P. O. Box 21107
1100 Anacapa Street
Santa Barbara, California 93121-1107

To COUNTY and SHERIFF:

Clerk of the Board of Supervisors
County of Santa Barbara
105 E. Anapamu Street
Santa Barbara, CA 93101

Bill Brown, Sheriff
County of Santa Barbara
4434 Calle Real
Santa Barbara, California 93110

or at such other address or to such other person that the parties may from time to time designate by written notice. Notices and consents under this section which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U. S. mail.

3. **ADMINISTRATIVE RECORDS:** The parties will keep and provide to one another all records necessary and appropriate to the administration of this Agreement, to the extent permitted by law, and shall maintain such records for at least four (4) years following the termination of this agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time, upon reasonable notice.

4. **PROBLEM RESOLUTION:** Each party agrees to provide the other with notification of any available information regarding pending changes in legislation, rules or Court, County or Sheriff's policy that are likely to impact the services provided under this Agreement. The parties further agree to meet and to fully discuss, any service delivery, service quality or service cost problems that may arise under this agreement, in a good faith attempt to resolve these to the satisfaction of all parties.

5. *SUBCONTRACTING RESTRICTIONS, NON-ASSIGNABILITY:* The parties agree that, with the exception of private contractors hired to perform perimeter screening duties at Court screening stations, no Court Security service to be provided under this Agreement may be assigned to any organization other than the Santa Barbara County Sheriff's Department, nor may any sub-contract for any such service be entered into without specific written amendment or subsequent agreement of all parties to this Agreement.

6. *TERM OF AGREEMENT:* Unless specified otherwise, performance shall commence under this Agreement on **July 1, 2007**, and end performance upon completion of the requirements of this Agreement, except as may otherwise be authorized by the parties or required by termination of the Agreement. The term of this Agreement is for the period of one fiscal year; through **June 30, 2008**, however the Agreement may be extended on a year-to-year basis following expiration of this term, subject to all the terms and conditions of this Agreement and any subsequent amendments thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on _____.

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA

Gary M. Blair, Executive Officer

Brooks Firestone, Chair
Board of Supervisors

APPROVED:

ATTEST:

Hon. J. William McLafferty
Presiding Judge of Superior Court

Michael F. Brown, Clerk of the Board

Approved as to Legal Form:

SHERIFF'S DEPARTMENT

Shane Stark, County Counsel

Bill Brown, Sheriff