



**Agreement Between
The Superior Court of California for the County of Santa Barbara,
The County of Santa Barbara and
The Santa Barbara County Sheriff's Office
for the Provision of Court Security Services**

This Agreement for the Provision of Court Security Services (hereinafter referred to as "Agreement") is entered by and between the County of Santa Barbara, a subdivision of the State of California (hereinafter referred to as "County") and the Superior Court of California, County of Santa Barbara (hereinafter referred to as "Court").

WHEREAS, County and Court desire to work cooperatively to ensure that the Court operates in a safe and secure environment through the provision of security and related services provided by the Office of the Santa Barbara County Sheriff-Coroner (hereinafter referred to as "Sheriff"); and

WHEREAS, Government Code §30025 et seq. (Enacted by Assembly Bill 118, Stats. 2011, Chapter 40, and hereinafter referred to as "Realignment") realigned the source of funding for Superior Court security; and

WHEREAS, pursuant to Realignment, the County established a local "Trial Court Security Account" in the County Treasury to receive funding from the State to be used exclusively to pay the Sheriff's costs of providing trial court security services; and

WHEREAS, Government Code §69926 requires the Court and the Sheriff, with the approval and authorization of the County, to enter into an annual or multiyear memorandum of understanding specifying the agreed-upon level of Court Security Services and any other agreed-upon governing or operating procedures; and

WHEREAS, the parties agree for each fiscal year during the term of this Agreement to establish a specified level of trial court security services that the Sheriff shall provide to the Court under the terms and conditions set forth below; and

WHEREAS, as stated in Government Code §69920, although Realignment changed the source of funding for court security, nothing in Realignment or the Superior Court Security Act of 2012 is intended to reduce court security service delivery, increase obligations on sheriffs or counties, or cause other significant programmatic changes that would not otherwise have occurred absent Realignment; and

WHEREAS, the parties agree that staffing levels at the time Realignment was enacted consisted of:

Classification	Number of Positions
Lieutenant	1
Sergeants	2
Sr. Deputies	4
Deputy Sheriffs (Bailiffs)	32
Custody Sergeant	.25
Sr. Custody Deputy	.75
Custody Deputies	9
Total FTE's	49

WHEREAS, the parties agree that the above table is in no way reflective of the current staffing levels needed to provide the services described in this Agreement and is included solely to provide historical context.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. TERM:

This Agreement shall be effective from January 1, 2026 through June 30, 2030. The parties may agree in writing to extend this Agreement a maximum of two (2) additional two (2) year periods from July 1, 2030 to June 30, 2032, referred to as the "First Extension," and a second term from July 1, 2032 to June 30, 2034, referred to as the "Second Extension."

2. TERMINATION:

- a. In the event either party desires to terminate this Agreement prior to the end of its term or extension, that party shall provide written notice to the other party at least six months prior to the proposed date of termination. Notwithstanding the foregoing, this Agreement may only be terminated at the end of a fiscal year (June 30 of any year of the term or subsequent extension).
- b. As provided in Government Code §69926(f), in the event of termination or expiration of this Agreement, the Agreement will remain in effect to the extent consistent with applicable law, and the Sheriff will continue to provide court security as required by Article 8.5, Superior Court Security, of the Government Code, until the parties enter into a new agreement.

3. TRIAL COURT SECURITY ACCOUNT:

- a. Pursuant to Realignment, the State of California provides funding directly to the County to reimburse the County for the costs of providing the trial court security services set forth in this Agreement. The County shall receive and deposit such funds into a Trial Court Security Account and is solely responsible for allocating funds from such account in a manner pursuant to applicable law.

- b. If County believes the State funding is insufficient to fully recover the cost of providing Basic Level Court Security Services (as defined below), the Sheriff will immediately notify the Court of the funding shortfall, provide the Court all relevant financial information sufficient to demonstrate the cause and extent of the funding shortfall, and a formal request to adjust operations. Such notification will be made in writing at least sixty (60) days before the Sheriff and Court agree to make any staffing adjustments. Within thirty (30) days of the notice of funding shortfall, the Sheriff shall meet and confer with the Court and both parties will work in good faith to agree upon a temporary solution to the funding shortfall that will minimize disruption to Court operations while ensuring the safety of the public, judicial officers, and court staff at the Court Facilities. Any such temporary solution must first be agreed upon by both parties in writing.

4. SCOPE OF BASIC LEVEL COURT SECURITY SERVICES TO BE PROVIDED:

Pursuant to applicable law, the Sheriff is responsible for providing the Court with court security services. The minimum level of service required by law shall be referred to as the “Basic Level Court Security Services.” In addition, the Sheriff may, but is not required to, provide additional Court Security Services as set forth by this Agreement and consistent with State law. The Sheriff will be the appointing authority for all Sheriff’s personnel providing Court Security Services to the Court. As used in this agreement, the term “Bailiff” shall refer to Deputy Sheriffs assigned to provide Court Security Services. The Sheriff will be responsible for the management, direction, and supervision of Sheriff’s personnel, and will determine the means and methods by which Court Security Services are performed. To perform such obligations, the Sheriff shall maintain a Court Services Unit within the Judicial Services Bureau, to be staffed as outlined in Exhibit A and at the facilities designated in Exhibit C. These exhibits are attached hereto and incorporated herein as part of this Agreement.

- a. Annual Staffing Plan for Basic Level Court Security Services: The Basic Level of Court Security Services to be provided for the balance of fiscal year 2025/2026 is set forth in Exhibit A. On or before March 1st of each year, the Court shall provide the Sheriff with requested staffing for Basic Level Court Security Services proposed for the following fiscal year.
 - i. If the number of requested staff is the same as existing staffing levels at the time of the request, the current Annual Staffing Plan shall remain in place.
 - ii. If the number of requested staff differs from existing staffing levels at the time of the request, the parties shall meet and confer and shall develop an updated Annual Staffing Plan setting out the Basic Level Court Security Services to be provided in the following fiscal year.
 - iii. The parties may agree in writing to revise an Annual Staffing Plan during the term of the Agreement. Neither the Annual Staffing Plan nor any revision to such plan shall require an amendment to this Agreement. Should the parties fail to reach consensus on an Annual Staffing Plan for any fiscal year, then the plan adopted in the prior fiscal year shall continue to be enforced through the following fiscal year.

- b. Extraordinary Events Affecting Basic Level Court Security Services: In the event of an emergency, natural disaster, or a work slow-down, strike, or other form of job action by personnel assigned to the Court Services Unit, the Sheriff may provide less than the Basic Level Court Security Services under this Agreement. In such an event, the Sheriff will communicate, in the most practical manner available, such reductions with the Court and cooperate with the Court to mitigate the impact of those reductions.
- c. Court Security Committee: The Sheriff's designated representative will participate on the Court's Security Committee as required by Rule 10.173 of the California Rules of Court. The Court and the Sheriff, with input from the Court Security Committee, will develop an annual or multiyear comprehensive court security plan required by Rule 10.172 of the California Rules of Court in accordance with Government Code §69925. The parties will review and update the court security plan annually and meet no less than quarterly. The Presiding Judge and the Sheriff are responsible for maintaining the current court security plan.
- d. Equipment Expenses: The Sheriff shall use court security funds in accordance with Government Code §30029.05 for the purchase, maintenance and care of equipment directly related to the provision of all court security services.
- e. Use of Third-Party Contractors: Any Agreement to use Third Party Contractors to assist in the provision of Basic Level Court Security Services shall be limited by the following:
 - i. Prior to entering into any agreement with a Third-Party Contractor, the Court and the Sheriff will meet and confer to discuss the effects and associated costs of the contract, and performance expectations of the Third-Party Contractor.
 - ii. In the event such an agreement is entered into, the Sheriff shall continue to provide its own bailiffs to provide court security services.
 - iii. The parties agree that the Court shall have input on the day-to-day management of the Third-Party Contractor, including without limitation, selection, assignments, reassignments, and staffing decisions.
 - iv. The Court shall be named as an additional named insured and an additional named party to be indemnified by a Third-Party Contractor on County's Agreement with the Third-Party Contractor for the provision of the Third-Party Contractor Services.
- f. Sheriff Staff Assignments During Conflicting Holidays:
 - i. The Court observes Native American Day on the fourth Friday of September, and all court operations are closed on that day. The County observes Columbus Day on the second Monday of October. The Court does not observe Columbus Day and courts are in session on that day. Additionally, the Court observes Cesar Chavez Day on March 31st, and all court operations are closed on that day, or on the day it is observed should March 31st fall on a weekend. The County does not

observe Cesar Chavez Day. While Court is not in session on these days, any Sheriff's personnel assigned to court services, and not taking time off on these days or assigned to other Sheriff Office duties, will be actively engaged in court related security training for the duration of these days.

g. Bailiff Assignments During Periods of Inactivity:

- i. The parties recognize that there are periods of time during the Court's normal operating hours when a Bailiff's assigned courtroom is "dark" and/or the Bailiff is not otherwise needed to support a specific Court function. During these periods the Sheriff may assign the Bailiff to another function within the Sheriff's Office. The Court will not be responsible for the Bailiff's time when he/she is assigned elsewhere, and there will be no charge for those services against the Trial Court Security Account. If, during this temporary reassignment, a need emerges within the Court requiring the Bailiff's presence, the Bailiff will be reassigned back to the Court as soon as practicable.

5. SCOPE OF ADDITIONAL COURT SECURITY SERVICES TO BE PROVIDED:

In addition to Basic Level Court Security Services, the Sheriff may provide additional or supplemental court security services to the Court, as well as related training, equipment and/or supplies. All additional court security services that the Sheriff provides to the Court that are beyond the scope of the Basic Level Court Security Services (as agreed upon in the Annual Staffing Plan) shall be referred to as "Additional Court Security Services." Additional Court Security Services may be provided at the request of the Court, or at the discretion of the Sheriff, as set forth below.

- a. Additional Court Security Services Upon the Court's Request: Subject to the availability of staff, the Sheriff may provide Additional Court Security Services, as requested by the Court. The Sheriff and the Court acknowledge that it is impractical to specify in this Agreement each category of Additional Court Security Services that may be provided by the Sheriff under this provision and shall cooperate by communicating with each other in identifying and addressing Additional Court Security Services. Additional Court Security Services may include, but are not limited to:
 - i. Staffing of additional courtrooms or facilities not included in Exhibit C;
 - ii. Expansion of courtroom hours;
 - iii. Extraordinary security occasioned by high security events (defined by Sheriff and/or Court CEO) and/or conditions not covered under Basic Level Court Security Services;
 - iv. Security required for trials held in the Court based upon a change of venue; and,
 - v. Security required due to high publicity, ceremonial services or sequestering of juries.
- b. Procedures for Requesting Additional Court Security Services: The Presiding Judge, Court Executive Officer, or designee shall make a request for Additional Court Security Services to the assigned Sheriff's Sergeant and send a copy of such request to the Judicial Services Bureau Lieutenant. The Court shall provide the Court Security Services

Sergeant with as much advance notice as possible regarding requests for Additional Court Security Services, but not less than 48 hours' notice from the time their services are required, if possible. The Sheriff or his/her designee shall respond to the Court's request for Additional Court Security Services in writing, with copies sent to the Court Executive Officer or designee.

- c. Additional Court Security Services Deemed Necessary by Sheriff: Should the Sheriff determine that a need for increased security beyond the Basic Level Court Security Services exists, the Sheriff may provide such Additional Court Security Services. In addition, in the event of an emergency involving security within a Court facility, or involving threats against any judicial officer, court staff or juror in any court location, the Sheriff's staff shall immediately take any and all actions reasonably necessary or appropriate to respond to such emergency. Upon making a determination to provide Additional Court Security Services, the Sheriff or his/her designee shall notify the Presiding Judge and Court Executive Officer, or designee, in writing as soon as practicable. The Sheriff shall provide Additional Court Security Services under this provision at his/her sole discretion.
- d. Payment for Additional Court Security Services: The parties anticipate that payment for the County's costs of providing Additional Court Security Services will usually comprise funds originating from the Trial Court Security Account. If the Sheriff is unable to reimburse the cost of the Additional Court Security Services out of the Trial Court Security Account funds, the Sheriff shall promptly advise the Court in writing of the estimated costs of the Additional Court Security Services, using the Sheriff's standard countywide average hourly rates for that fiscal year based upon the most effective manner of providing such services. Depending upon availability, these additional deputies may be provided at the current overtime rate. The Sheriff will strive to provide services at the lowest effective cost. In the event that the Court requests additional services for which there are insufficient funds in the Trial Court Security Account, the parties will meet and confer regarding the necessity and scope of the additional services.
- e. Overtime: The parties agree to manage their resources to minimize the use of overtime. The Sheriff will make every effort to provide Basic Level or Additional Court Security Services without the use of overtime, and the Court will make every effort to conclude its proceedings in a timely manner to avoid the need for Sheriff's personnel to work overtime.

6. ADDITION OF NEW FACILITIES OR FACILITY CLOSURES:

In the event the Court plans to open or operate a new facility, not currently listed in Exhibit C, the Court agrees to collaboratively meet with the Sheriff to assess any new court security staffing needs and to collaboratively work with the Sheriff in requesting funds pursuant to Government Code §69927. In the event the Court plans to close courtrooms or facilities that will have an impact on current levels of staffing, the Court agrees to collaboratively meet with the Sheriff to assess any changes to staffing needs.

7. SHERIFF PERSONNEL REQUIREMENTS:

With the exception of the limitations on third party contractors providing services as defined in 4(e) above; only persons employed by the Sheriff may provide services to the Court under the terms of this Agreement. Further, the Sheriff shall comply with the following requirements for such personnel:

- a. Personnel Assignments: The Sheriff shall appoint all personnel to provide services under this Agreement in his/her sole discretion. The Court recognizes that Sheriff personnel are required to gain experience in a variety of assignments consistent with their full peace officer and correctional officer responsibilities. While the Court may request assignment of certain personnel to perform services in a particular location, such assignment lies within the Sheriff's sole discretion, and the Sheriff will rotate or reassign security personnel, but will inform the Court, in advance, of any anticipated staffing changes, and will consider the Court's input in good faith in making such personnel changes.
- b. Consultation with the Court: The Sheriff agrees to consult with court administrators regarding bailiff assignments, 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.
- c. Supervision and Control: The management, direction, and supervision of Sheriff personnel providing services under this Agreement, the standards of performance, the discipline of employees, and other matters incident to the performance of such services shall remain at the discretion of the Sheriff, including the investigation of complaints against Sheriff's Office personnel. No Court employee shall be under the supervision or control of the Sheriff.
- d. Training: The Sheriff acknowledges that the Court requires certain standards of performance, which demonstrate professional excellence both in the execution of duties as well as in the interpersonal relations with Court employees and all persons utilizing the services of the Court. The Sheriff shall make every effort, through the use of formal training procedures, to ensure that assigned personnel are trained and knowledgeable in the provision of court security services.

8. REMOVAL OR REASSIGNMENT OF SECURITY PERSONNEL:

The Court will inform the Sheriff or the Judicial Services Bureau Lieutenant of any concerns regarding the performance of personnel assigned to Court Security Services. The Sheriff will review any report of deficient performance and may take disciplinary or corrective action as appropriate including reassignment from the Court. The Court may request reassignment from the Court's facilities of any Sheriff personnel for any reason, and the Sheriff will consider such request in good faith. The Court acknowledges that the Court has no control over the manner

and means of performing the work of the Sheriff's personnel, nor does it have the right to hire or fire such employees.

9. INDEMNIFICATION:

In lieu of the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code § 895.6, 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 County and the Court agree that pursuant to Government Code § 896.5, 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 omission or willful misconduct of the indemnifying party, its officers, board of members, employees and agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement.

10. METHOD AND PLACE OF GIVING NOTICE:

All notices shall be made in writing and may be given by personal delivery, mail or by electronic mail. Notices sent by mail shall be addressed as follows:

County
Sheriff-Coroner
4434 Calle Real
Santa Barbara, CA 93110

Superior Court
Court Executive Officer
Superior Court of California
County of Santa Barbara
1100 Anacapa Street
Santa Barbara, CA 93101

When so addressed, notices shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instance, notices shall be deemed given at the time of actual personal delivery or time electronic mail was sent. Changes in the designated recipients or addresses set forth above may be given in writing to the other party.

11. GENERAL PROVISIONS

- a. Independent Contractor Status: In the performance of court security services under this Agreement, the County, the Sheriff and their respective officers, agents and/or employees shall be deemed independent contractors of the Court, and shall not be considered officers, agents or employees of the Court. All personnel provided by the Sheriff to perform services under this Agreement shall be under the direct and exclusive supervision, daily direction, and control of the Sheriff. No Sheriff personnel shall represent themselves to be agents or employees of the Court, nor shall Court staff represent themselves to be agents or employees of the Sheriff's Office. The County will be solely responsible for satisfying all legal obligations relating to the payment to its employees, including compliance with applicable social security requirements, withholding employee benefits, and all related applicable regulation. County employees, personnel and agents providing services under this Agreement are not covered by any employee benefit plans provided other Court employees.

- b. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
- c. No Waiver of Breach: The waiver by County or the Court of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- d. Assignment/Delegation: Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.
- e. Merger/Modification: This Agreement represents the entire agreement between the Court and the Sheriff during the term of the Agreement. No prior oral or written understanding shall be of any force or effect upon execution of this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- f. 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 to applicable law or stricken if not so conformable, so as not to affect the validity of enforceability of this Agreement.
- g. Nondiscrimination: Without limiting any other provision hereunder, the parties shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, age, religion, gender, prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- h. Construction: This Agreement shall be construed as if prepared by all parties, and shall be construed, interpreted and governed by the law 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.
- i. Legislative Changes: If any changes are made to legislation or regulations relating thereto that impact the terms or provisions of this Agreement, or if the State imposes any new requirements or limitations applicable to this Agreement, the parties agree to meet and confer to discuss the effect of such state law changes on the Agreement and possible modifications necessitated by the changes. Notwithstanding the foregoing, if any of the legislative changes are mandatory and affect a material provision or term of this Agreement, then this Agreement shall be deemed to be modified to be consistent

therewith unless performance of this Agreement is consequently rendered impossible or impracticable (in which event it shall be considered terminated unless the parties have agreed otherwise).

- j. Dispute Resolution: Dispute resolution is governed by Government Code § 69926 and California Rule of Court 10.174.
- k. Audit and Inspection of Records:
 - i. Each party hereto agrees to maintain and make available to the other party upon reasonable written notice accurate books and accounting records relating to its obligations pursuant to this Agreement. The parties will maintain such records in an accessible location and condition for a period of not less than five (5) years after each year to which the records pertain or until a final audit has been resolved, whichever is later. The parties will hold all records received in confidence and use it for no purpose other than those provided for in this Agreement or as otherwise required by law.
 - ii. At the Court's cost, Sheriff will permit the Court to audit, examine, and make excerpts and transcripts from personnel time records and other records used to verify the costs of Court Security Services, as defined in Exhibit A, and any expenses charged to the Trial Security Account, except for highly confidential personnel information. The Sheriff will make the records available to the Court within a reasonable period of time, not to exceed 30 days from the initial date of the written request. The results of any audit, or portion thereof, performed pursuant to this section specifically and directly related to the provisions of any service provided pursuant to this Agreement will be provided to the Court, County and Sheriff and the Judicial Council will have the same rights conferred upon the Court by this section.
- l. Compliance with Laws: The Sheriff shall comply with all applicable federal, state and local laws, rules, regulations, rules of court in any manner affecting the performance of this Agreement, as they may be amended from time to time. The Sheriff shall ensure that all of its security personnel have the necessary qualifications and training necessary for the performance the Court Security Services to the level required in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

<u>COUNTY OF SANTA BARBARA:</u>	<u>SUPERIOR COURT OF CALIFORNIA</u>
By: _____ Bob Nelson, Chair Board of Supervisors	By: <u>Darrel E. Parker</u> Darrel E. Parker Court Executive Officer

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

APPROVED AS TO CONTENT:
BILL BROWN
SHERIFF - CORONER

By:  2.19.26

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Michelle Montez
Michelle Montez (Feb 3, 2026 15:01:27 PST)

APPROVED AS TO RISK:
MARISA KAHN
INTERIM RISK MANAGER

By: Marisa Kahn

APPROVED AS TO ACCOUNTING:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: Shawna Jorgensen
Shawna Jorgensen (Feb 4, 2026 10:22:59 PST)
Deputy Auditor Controller

EXHIBIT A

CONFIDENTIAL COURT SECURITY SERVICES

EXHIBIT B
COURT HOLIDAYS

New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Presidents' Day
Cesar Chavez Day
Juneteenth
Memorial Day
Independence Day
Labor Day
Native American Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

EXHIBIT C

COURT SECURITY FACILITY LOCATIONS

Sufficient staffing shall be provided for effective Court Security services as defined in this Agreement at and within the following Court buildings and locations:

A. SOUTH COUNTY REGION

1. Main Courthouse
1100 Anacapa Street, Santa Barbara
Courtroom 1 (AB-1058 Commissioner 2 days per week)
Courtrooms 2, 3, 4, 5, & 6
2. Figueroa Building
118 E. Figueroa Street, Santa Barbara
Courtrooms 7,8,9,10,11 & 12
3. Figueroa Building Holding Facility
118 E. Figueroa Street, Santa Barbara
4. Jury Assembly Building – Courtroom 14
1108 Santa Barbara Street, Santa Barbara

B. NORTH COUNTY REGION

1. Cook Building
312 E. Cook Street, Santa Maria
Courtrooms 1, 2, 4, 5
2. Miller Building
312 E. Cook Street, Santa Maria
Courtrooms 3, 6, 7, 8 & 9
3. Miller Building Holding Facility
312 E. Cook Street, Santa Maria
4. Jury Assembly Building “F”
312 E. Cook Street, Santa Maria
5. Juvenile Court
4285 California Blvd., Santa Maria
Juvenile Courtroom

6. Lompoc Division
115 Civic Center Plaza, Lompoc
Courtroom 1
Courtroom 2 (AB-1058 Commissioner, 3 days per week)
7. Lompoc Division Holding Facility
115 Civic Center Plaza, Lompoc
8. The Court maintains a court facility in the City of Solvang which is currently not regularly used to conduct official court proceedings.