

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:

Prepared on: May 5, 2004
Department: General Services
Budget Unit:
Agenda Date: May 18, 2004
Placement: Administrative
Estimate Time: N/A
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Ronald S. Cortez, Director, General Services Department

STAFF CONTACT: Bob Nisbet, Capital Projects Manager
560-1011

SUBJECT: Media Impact Plan-
312 East Cook Street, Santa Maria
5th Supervisorial District

Recommendations:

It is recommended that the Board of Supervisors authorize the Chair to execute the attached agreement with the Michael Jackson Media Pool Committee in the amount of \$7,500 per day for use of parking spaces in certain designated areas of the parking lot located at the County Court Complex at 312 East Cook Street, and certain other associated services, during the remainder of all proceedings having to do with The People v. Michael Jackson court trial.

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with Goal No. 1.: An Efficient Government Able to Respond Effectively to the Needs of the Community.

Executive Summary:

In order to effectively provide service, minimize the overall impact to onsite and surrounding infrastructure and provide for appropriate special services required by the media outlets and others for proceedings in The People v. Michael Jackson at the Santa Maria Courthouse, a media impact plan has been developed. The County will incur significant costs due to the special needs of media anticipated at the Santa Maria Courthouse during these proceeding. These costs include additional staff time for administrative, public safety, and maintenance personnel, and a host of related costs such as sanitation facilities, refuse service, and material rental.

This plan has been developed in consultation with members of the media, including local media, and they have conceptually agreed with staff's recommendation. Although we cannot say that all members of the media agree with this plan, we did hold two meetings with the media in which every media outlet who has subscribed to the Court's website for this trial was invited. Representatives from the local media also attended both of these meetings. The plan is consummated in the attached agreement.

Parking Inventory at Cook and Miller Campus:

There are 270 parking spaces at the Cook and Miller Campus as follows:

| | |
|---------------------------------------|------------|
| Accessible Spaces | 7 |
| E-Cars | 5 |
| Assigned Spaces | 39 |
| <u>Shared by Employees and Public</u> | <u>219</u> |
| Total | 270 |

Of the 39 assigned spaces and 219 shared spaces, the Sheriff has indicated that they need 58 spaces for security purposes. These spaces will not be available for parking during the days court is in session for this trial. Therefore, the number of spaces available for employees and the public for other court services is 200-- which will be reduced further if spaces are allocated to the media.

Media's Financial Commitment:

Following the meetings with media representatives, it was proposed that they would prefer to collectively pay their financial contribution to the costs incurred to manage the media impact plan on a daily basis rather than on a parking space basis. This way a single organization will be responsible for making the financial commitment for all of the media and it will be up to the media to decide how to allocate the cost among themselves. The daily cost to the County is estimated at \$7,500. The County will incur this daily cost every day that court is session for this trial. The Courts have estimated that all proceedings having to do with this trial will take 67 days. At 67 days, the total cost incurred by the County will be \$502,500. The daily cost includes staff time to administer the plan, sheriff time to provide security, sanitation service, refuse service, barricades, fencing, and other miscellaneous items. This agreement would also allow the media to park vehicles overnight in the designated areas and allows them to arrive one day before any given court date, and stay one day after the conclusion of any given court date. The area that we are currently proposing to designate as media parking is depicted in the attached "Exhibit A".

In addition to the daily cost, the County has incurred fixed costs that include all of the time to set up this plan less \$39,500 that was received in parking fees the day of the arraignment. This fixed cost is estimated at \$107,000. Staff is recommending that the County absorb these costs since they are costs that have already has been incurred, and we feel that the media has participated in setting up the ongoing plan in good faith and has shown a strong willingness to accept responsibility for the impact they cause in covering this trial.

In this scenario, no free parking spaces are being recommended. As discussed above, the media is willing

to pay a fixed amount to cover all media who would like to be included and the media will allocate the costs among themselves. As of the writing of this report, we have heard no disagreement with this approach from any member of the media.

Mandates and Service Levels:

The Courts are mandated to provide and pay for bailiffs to assure the necessary security and decorum within the court facility for any given trial. There is no mandate regarding the provision of additional security and media services outside the courtroom for high profile trials.

Fiscal and Facilities Impacts:

As indicated in the discussion above, the media is willing to make a financial commitment in order to cover the direct and indirect costs associated with their use of the County's parking lot. All costs for staff time reflect fully burdened hourly rates. If no financial commitment is made, the fiscal impact to the County is estimated to be \$502,500 based on estimated daily cost of \$7,500 and a 67-day trial.

Special Instructions: The Agreement should be signed in triplicate. After Board action, distribute the three originals as follows:

- | | |
|--|---------------------------------|
| 1. Original Document | Clerk of the Board |
| 2. Two Original Documents & Minute Order | General Services Administration |

Concurrence:
County Counsel
County Administrator
Sheriff's Department
Santa Barbara Superior Court

EXHIBIT C

PARKING FACILITY INDEMNIFICATION AGREEMENT

Name of Applicant: _____

Name of Authorized Representative: _____

Address of Applicant: _____

Telephone Number: _____ Email: _____

Applicant is hereby permitted to use designated parking facilities located in the City of Santa at 312 East Cook Street, from May _____, 2004 through December 31, 2004. In addition to the specific terms and conditions contained in an agreement between the County of Santa Barbara and the Michael Jackson Media Pool Committee, applicant hereby agrees to defend, indemnify and save harmless the COUNTY OF SANTA BARBARA, its officers, agents and employees from any and all claims, demands, damages, losses, costs, expenses (including attorney's fees), judgments or liabilities for personal or bodily injury [including death, or other injury resulting from bodily injury] or property damage [including physical injury to property or loss of use thereof] arising out of applicant's negligence or willful misconduct in connection with applicant's use of the parking facilities.

Applicant further agrees to repair, replace, or repay the COUNTY OF SANTA BARBARA for any damage to County property arising out of applicant's negligence or willful misconduct in connection with applicant's use of the parking facilities.

Applicant agrees to comply with all applicable regulations set forth in the California Code of Regulations, Title 8, regarding electronic news gathering.

Applicant shall notify the COUNTY OF SANTA BARBARA immediately in the event of an accident or injury arising out of or in connection with this Agreement.

Date: _____

Signature of Applicant or Representative

MEDIA PARKING AREA

Santa Maria Court Campus – Lewellen Justice Complex
312 East Miller Street, Santa Maria

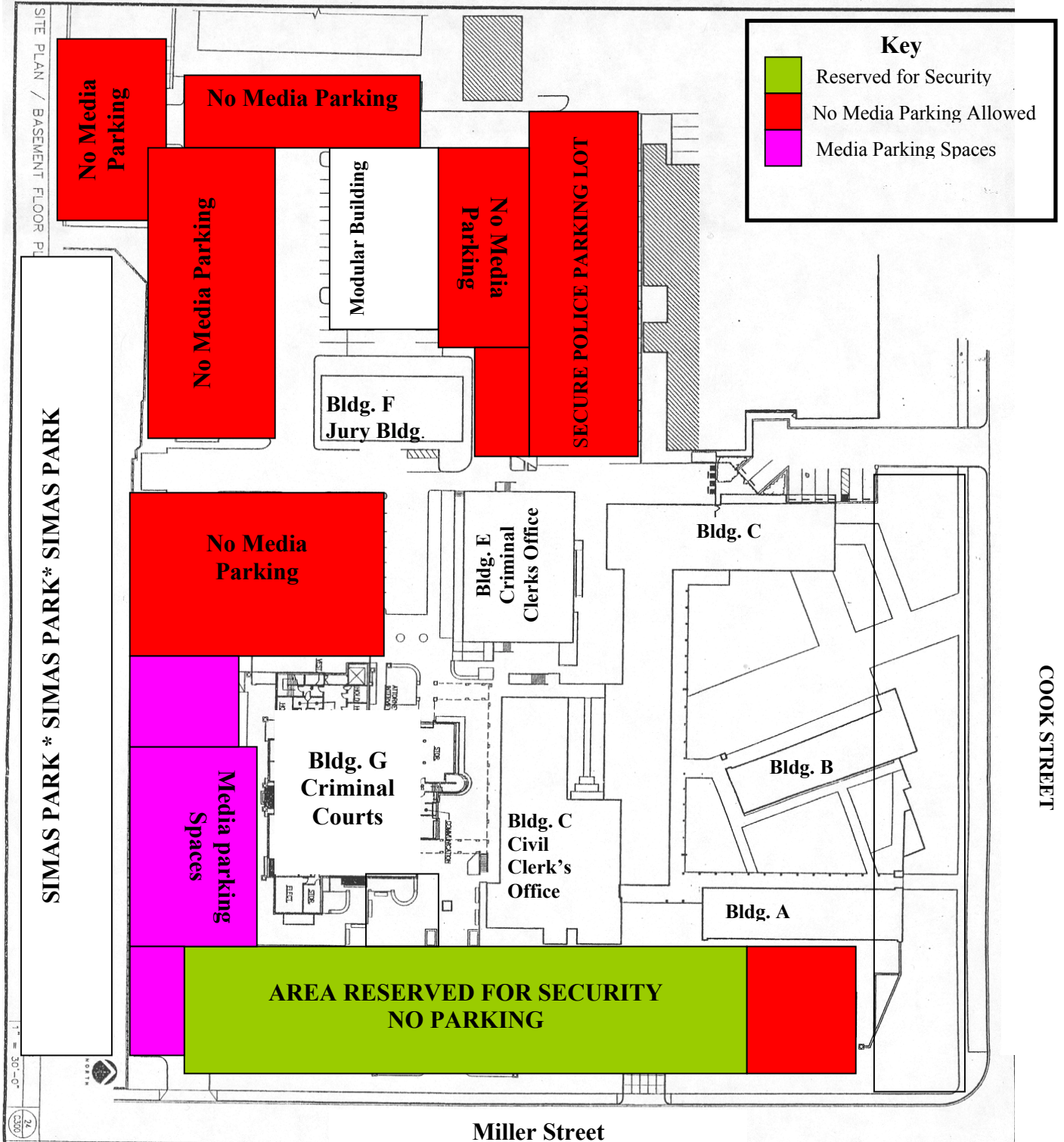


Exhibit B

AGREEMENT FOR MEDIA SERVICES

It is hereby agreed by and between the County of Santa Barbara [County], and the Michael Jackson Media Pool Committee [Pool Committee] as follows:

1. The Pool Committee consists of those media representatives as are set forth in Exhibit A, and those that may hereafter be added as members to the Pool Committee. The Pool Committee represents the interests of the media representatives and has authority to act on their behalf in the execution of this agreement. The Pool Committee will designate a representative to act on its behalf.
2. County agrees to provide specified services to address media needs and requests in connection with the use of the County Court Complex at 312 East Cook Street during The People v. Michael Jackson criminal trial and related proceedings. These services include, but are not limited to, providing an overflow media room inside or adjacent to the courthouse, providing areas for media use outside the courthouse, providing related services and materials, and permitting overnight use of, and set up in, the parking facilities in the Miller and Cook complex in areas as depicted in the attached "Exhibit B." Use of parking facilities shall allow for the media to arrive one day before any given court date, and remain for one day after the conclusion of any given court date.
 - a. To the extent that any media overflow room requires modifications, including, but not limited to, walls, electrical, telephones and furniture, in order to serve as the overflow media room, the Pool Committee will pay for all necessary modifications that are approved in advance.
 - b. At the conclusion of the court proceedings in connection with the Michael Jackson criminal trial any modifications to the media room shall be removed and the building shall be restored to its previous condition. In installing any such modifications, the Pool Committee shall be responsible for obtaining all necessary permits, must install all improvements in conformance with the Uniform Building Code, and must obtain a certificate of occupancy from the Building Department before occupying the building.
 - c. At the time of the commencement of the improvements, if any, the Pool Committee shall deposit \$2,500 as refundable security to ensure removal of any modifications to the building.
3. In consideration for the provision of these services and materials, the Pool Committee agrees to pay County the sum of \$7500.00 for each day court is in

session in connection with the Michael Jackson criminal trial. Said sum shall be payable one day in advance of each day court will be in session. Failure to pay said sum within three (3) business days after a particular court session will be considered by County as a material breach of this agreement. Failure by the County to provide any of the services required under this agreement will be considered by the Pool Committee as a material breach of this agreement.

4. County shall have the right to require each media organization that uses the County Court Complex parking facilities to execute an indemnification agreement, attached as "Exhibit C."

5. County and Pool Committee agree that should there be any material change in circumstances regarding the level of services provided under this agreement, whether there is an additional level of service or a reduction in service, the parties will meet and confer in good faith over any modification in the level of services to be provided.

6. County hereby authorizes the General Services Director, or his designee, to execute any amendments to this agreement.

7. The Coordinator of the Pool Committee shall have responsibility for and be the principal point of contact with the County and the Court concerning issues relating to this agreement.

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

Date: _____

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

Michael Jackson Media Pool Committee

By: _____
Deputy

By: _____
Authorized Representative

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Chief Assistant County Counsel

By: _____
Deputy