

## **AGREEMENT FOR THE PROVISION OF COURT SECURITY SERVICES**

THIS AGREEMENT is entered by and between the County of Sonoma, a subdivision of the State of California (hereinafter referred to as "County") and the Superior Court of California, County of Sonoma (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 Sonoma County Sheriff-Coroner ("Sheriff");

WHEREAS, Government Code §§ 30025 and 30029 (enacted by Assembly Bill 118, Stats. 2011, Chapter 40), hereinafter referred to as "Realignment," realigned the source of funding for superior court security. Pursuant to AB 118, 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;

WHEREAS, Government Code § 69926 requires the Court and the Sheriff, on behalf 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;

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

WHEREAS, as stated in Government Code § 69920, nothing in AB 118 or the Superior Court Security Act of 2012 is intended to reduce court security service delivery, increase obligations on sheriffs or counties or other significant programmatic changes that would not otherwise have occurred absent realignment.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. TERM AND TERMINATION:

a. This Agreement shall be effective from July 1, 2020 through June 30, 2023. The parties may extend this Agreement in writing for two (2) additional one (1) year extensions. In the event either party desires to terminate this Agreement prior to the end of its term, that party shall provide written notice to the other party at least six months prior to the proposed date of termination. This Agreement may only be terminated at the end of a fiscal year (July through June).

b. As provided in Government Code § 69926(f), this Agreement will remain in effect, to the extent consistent with applicable law, and the Sheriff will continue to provide court security until the parties enter into a new Agreement.

2. LAW ENFORCEMENT SECURITY PLAN: This Agreement is a Law Enforcement Security Plan, as that term is employed in Government Code §§ 69921 and 69925. Accordingly, this Agreement shall be considered as part of the comprehensive, countywide Court Security Plan developed by the Court and the Sheriff pursuant to the provisions of California Rule of Court 10.172.

3. TRIAL COURT SECURITY ACCOUNT: Pursuant to Realignment, the State of California provides funding directly to the County to pay for the costs of providing the trial court security services set forth in this Agreement. The County shall receive and deposit such funds into the Trial Court Security Account and is solely responsible for allocating funds from such account pursuant to applicable law. Because this Agreement is premised upon receipt of such funds, it shall automatically terminate in the event the State of California declines to provide any funding to the County for trial court security services.

4. SCOPE OF BASIC LEVEL SECURITY SERVICES TO BE PROVIDED: The Sheriff shall be responsible for providing the Court with its basic security services as established by this Agreement and set forth in Exhibit "A". The Sheriff will be the appointing authority for all Sheriff's personnel providing security services to the Court. The Sheriff will determine the method and details, and will manage, direct, supervise, and determine the means of performing security services. To perform such obligations, the Sheriff shall maintain a Court Security Bureau, to be staffed as outlined in Exhibit "A" and at the facilities designated in Exhibit "B". These exhibits are attached hereto and incorporated herein as part of this Agreement.

a. Annual Staffing Plan for Basic Level Services: By March 1<sup>st</sup> of each year, the Court shall provide the Sheriff with its requested staff levels for Basic Level Services proposed for the following fiscal year. The parties shall meet and confer on the number of personnel allocations and staffing levels deemed necessary, and shall develop an Annual Staffing Plan setting out the Basic Level Services to be provided in the applicable fiscal year. A final Annual Staffing Plan for each fiscal year of this Agreement shall be approved by the parties in writing, which shall be deemed incorporated herein. 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 that was adopted in the prior fiscal year shall continue to be enforced through the proceeding fiscal year.

b. Trial Court Security Account for Basic Level Services: The parties understand that the rights and obligations of the County, the Sheriff, and the Superior Court with respect to court security services are circumscribed by the budgetary constraints provided for by the State Legislator's allocation of funding. If the State's allocation of funding for any given fiscal year does not extend beyond a certain functioning level of services, the parties will work collaboratively to make do with the budget they have been given and adjust their operations accordingly. Neither party may unilaterally furnish or demand services in excess of what is feasible under the allocated budget.

c. Extraordinary Events Affecting Service: In the event of a County emergency (flood, earthquake, etc.), or a work slow-down, strike, or other form of job action by those

individuals assigned to the Court Security Bureau, the Sheriff may provide less than the Basic Level of Services under this Agreement but will agree to communicate such reduction of services with the Court.

5. SCOPE OF ADDITIONAL SECURITY SERVICES TO BE PROVIDED: In addition to Basic Level Services, the Sheriff shall provide additional security services to the Court, as well as related training, equipment and/or supplies. All trial court security services and related materials the Sheriff provides to the Court that are beyond the scope of the Basic Level of Services (per the Annual Staffing Plan) shall be considered "Additional Security Services". Additional Security Services may be provided at the request of the Court, or at the discretion of the Sheriff, as set forth below.

a. Additional Security Services Provided Upon Court's Request: Subject to the availability of staff, the Sheriff may provide supplemental or special court security services or additional related equipment and supplies as requested by the Court. The Sheriff and the Court acknowledge that it is impractical to specify in this Agreement each category of Additional Security Services that may be provided by the Sheriff under this provision, and shall cooperate by communicating with each other in identifying and addressing such potential Additional Security Services. Additional Security Services may include, but are not limited to:

- Staffing of additional courtrooms or facilities not included in Exhibit B;
- Expansion of hours for part-time courts;
- Mediation Security Services;
- Extraordinary security occasioned by High Security Events and Conditions not covered under Basic Level Services;
- Staffing of court security equipment such as magnetometers;
- Staffing on days when courts are not in session;
- Security required for trials held in the Court based on a change of venue;
- Security required due to high publicity and/or multiple defendant cases, ceremonial services, or sequestering of juries.

b. Procedures for Requesting Additional Security Services: The Presiding Judge, Court Executive Officer, or designee shall submit a written request for Additional Security Services to the assigned Court Security Sergeants, and send a copy of such request to the Court Security Lieutenant. The Court shall provide the Court Security Sergeants with as much advance notice as possible regarding requests for Additional Security Services, but not less than 48 hours' notice from the time the services are required, if possible. The Sheriff or his/her designee shall respond to the Court's request for Additional Security Services in writing, with copies sent to the Court Executive Officer or designee.

c. Additional Security Services Provided at the Sheriff's Behest: Should the Sheriff determine that the Court faces a need for increased security beyond the Basic Level Services, the Sheriff shall provide such Additional Security Services. In addition, in the event of an emergency involving security in the Court's facilities, 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 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 Security Services under this provision at his sole discretion.

d. Payment for Additional Security Services. The parties anticipate that payment for the County's costs of providing Additional Security Services will usually be made out of the Trial Court Security Account. If the Sheriff is unable to provide the requested Additional Services out of the Trial Court Security Account funds, the Sheriff shall promptly advise the Court in writing of the estimated costs of the services, using the Sheriff's standard countywide average hourly rates for that fiscal year based upon the most effective manner of providing such services. Unless the Court disapproves an estimate provided by the Sheriff in writing, Sheriff shall provide such Additional Services to the Court and shall be reimbursed for the actual cost of providing Additional Services. In addition, should the County apply for reimbursement of extraordinary costs incurred in connection with homicide trials (see Government Code § 15200, *et seq.*), the Court shall provide any information or documents necessary to assist the County in completing such application and obtaining reimbursement for such expenses.

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 B, 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: 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 all 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 without the consent of the Court.

b. 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.

c. 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 Court Training Officers and formal training procedures, to ensure that assigned personnel are trained and knowledgeable in the provision of the Services.

8. REMOVAL OR REASSIGNMENT OF SECURITY PERSONNEL: The Court will inform the Sheriff or the Court Security Bureau Lieutenant of any concerns regarding the performance of personnel assigned to the Court Security Bureau. The Sheriff will review any report of deficient performance and may take disciplinary or corrective action as appropriate including reassignment from the Court. 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. COORDINATION AND SCHEDULING: The parties shall assist each other in coordinating assignments of security staff to the Court under this Agreement, as set forth below.

a. Designated Coordinators: The Sheriff designates the Court Security Bureau Lieutenant as the coordinator for all services to be performed under this Agreement. The Court designates the Court's Deputy Court Executive Officer as the coordinator for the Court for the services to be performed under this Agreement. The designated coordinators for each party shall implement appropriate procedures governing the performance of all requirements under this Agreement as needed. They shall be responsible for meeting and conferring in good faith to address any issues that may arise concerning performance of this Agreement.

b. Daily Scheduling: The Court shall notify the Court Security Lieutenant or designee each day of the proposed court security schedule for the following court day. Such schedule shall include both Basic Level Services and any Additional Security Services the Court requires to meet its security needs for the following day. In addition, the Court shall apprise the Court Security Bureau of changes it requests to the daily schedule in a timely fashion; changes to the schedule shall be provided as early as possible, with the goal that such changes be provided no later than 3:30 p.m., if feasible, for the following morning, and no later than 11:00 a.m., if feasible, the same day for the afternoon.

c. Temporary Reassignments: The Court shall use its best efforts to provide advance notice to the Court Security Lieutenant or designee when Basic Level Services are not required for a particular courtroom over an extended period of time (e.g., when a courtroom will be closed due to absence of the assigned judge). In such instances, the Sheriff will temporarily reassign members of the Court Security Bureau if possible.

d. Change of Venue. The Sheriff shall provide security for change of venue trials held in Sonoma County, as requested. When the Sonoma County Court is notified of a change of venue trial to be held in Sonoma County, the Court will immediately so notify the Sheriff's Office. The Sonoma County Court, the Sheriff's Office, the Sheriff from the transferring venue and the transferring court (i.e., the court of original venue) will meet, prior to the case being heard, and establish a security plan including the level of security to be provided, and how any disputes will be resolved.

10. INDEMNIFICATION: In lieu of the pro rata risk allocation which might otherwise be imposed between parties pursuant to Government Code § 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 County and the Court agree that pursuant to Government Code § 895.4, 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 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.

11. METHOD AND PLACE OF GIVING NOTICE,: All notices, shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

County

Sheriff-Coroner  
Sonoma County Sheriff's Office  
2796 Ventura Avenue  
Santa Rosa, CA 95403

Superior Court

Court Executive Officer  
Superior Court of California  
600 Administration Drive, Room 107J  
Santa Rosa, CA 95403

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

12. GENERAL PROVISIONS

a. Independent Contractor Status: In the performance of 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 of its employees, including compliance with applicable social security requirements, withholding employee benefits, and all related applicable regulations. County employees, personnel and agents providing services under this Agreement are not covered by any employee benefit plans provided to the Court's 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 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 effect the validity or 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, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other 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. AIDS Discrimination. The parties shall comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement.

i. 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.

j. 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 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).

k. Dispute Resolution: Dispute resolution is governed by Government Code § 69926 and California Rule of Court 10.174.



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SONOMA**

By:   
Presiding Judge

Date: July 29, 2020

By:   
Court Executive Officer

Date: July 29, 2020

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY

By: Petra Bruggisser  
Deputy County Counsel

Date: September 3, 2020

APPROVED AS TO SUBSTANCE FOR  
COUNTY

By:   
Sheriff-Coroner

Date: 9/10/2020

## EXHIBIT A

### BASIC LEVEL SECURITY SERVICES

Staffing requirements for the Court Security Bureau shall be established for each fiscal year in the Annual Staffing Plan, which shall set forth the Full Time Equivalent (FTE) positions required for providing Basic Level Services under this Agreement.

1. Sheriff's Lieutenant: The Sheriff's Lieutenant shall manage and supervise assigned Sheriff's Sergeants, oversee the operations of the Court Security Bureau, and act as the Sheriff's liaison with the Court on security-related issues.

2. Sheriff's Sergeant: The Sheriff's Sergeants shall manage and supervise the day-to-day performance of all Sheriff Deputies and Correctional Deputies assigned to the Court Security Bureau.

3. Deputy Sheriffs: Deputy Sheriffs shall provide the following services:

a. Bailiffs: Deputy Sheriffs shall serve as Bailiffs, who shall maintain security and order in the courtroom, and shall respond to panic button activations or radio calls from screening stations for law enforcement assistance. Bailiffs shall be aware of all activity in the courtroom and act to ensure safety and order in concert with the desire of the Judge and established procedures of the Sheriff's Office.

b. Guards: Deputy Sheriffs shall be provided to serve as Guards for each courtroom with inmates present. Additional Guards will be added if deemed necessary to maintain security in a courtroom. Guards shall assist Bailiffs and maintain custody of prisoners to, from and during court appearances. Guards accept remands and coordinate with Bailiffs in carrying out additional security measures as appropriate.

c. Judicial Protection: The Sheriff shall provide Judicial Protection within the Court Security Bureau. In the course of providing Judicial Protection, Bureau members may be requested to research security needs and issues relating to high profile trials; respond to threats to judges; complete mandatory State reporting requirements concerning threats to judges; and provide judicial security when needed in any court location.

d. Court Training Officer: Two Deputy Sheriffs assigned to the Court Security Bureau shall be selected as Court Training Officers to train newly assigned staff and perform supervisory duties when needed.

e. Movement Deputies: Movement Deputy Sheriffs shall be provided as necessary to meet minimum prisoner movement requirements within the Court's facilities. Movement Deputies shall also accept and process remands.

f. Scheduling Deputy: A scheduling Deputy Sheriff shall be provided to coordinate provision of security staff to courtrooms in a manner appropriate to meet the Court's needs. A scheduling Deputy Sheriff may also serve as additional security in courtrooms when necessary.

4. Correctional Deputies: Correctional Deputy Sheriffs shall supervise and move persons in custody to and from court holding cells in the Hall of Justice. They shall coordinate with Movement Deputy Sheriffs to ensure prisoners arrive in court on time and in a secure manner.

## **EXHIBIT B**

### **FACILITIES**

The following facilities, including, without limitation, the following courtrooms:

- Hall of Justice, 600 Administration Drive, Courtrooms 1-15
- Empire Courthouse, 3035 Cleveland Ave #200, Courtrooms 16-17
- Civil and Family Courthouse, 3055 Cleveland Ave., Courtrooms 18-23
- Juvenile Justice Center, 7425 Rancho Los Guilicos Road, Courtrooms 24-25
- Petaluma Courthouse - upon request