

**MEMORANDUM OF UNDERSTANDING FOR COURT SECURITY SERVICES
BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
AND
THE MONTEREY COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding for Court Security Services ("MOU") is effective as of July 1, 2016 by and between the Superior Court of California, County of Monterey ("Court") and the County of Monterey ("County"), through the Monterey County Sheriff's Office ("Sheriff") (collectively, the "Parties", as may be applicable).

BACKGROUND

1. Pursuant to Government Code section 69921.5, the Sheriff is responsible for providing the necessary level of court security services to the Court.
2. Assembly Bill 118 (Chapter 40 of the Statutes of 2011) ("AB 118") realigned the source of funding for superior court security. Pursuant to AB 118, a local Trial Court Security Account was established in the county treasury, into which the State Controller would allocate money for the sole purpose of funding superior court security provided by county sheriffs.
3. The Superior Court Security Act of 2012 implements the statutory changes necessary as a result of the realignment of superior court security funding enacted in AB 118.
4. Government Code section 69926 requires the Court and the Sheriff 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.
5. Although the parties already have an existing memorandum of understanding regarding security services provided by the Sheriff, the parties want to terminate the existing memorandum of understanding and enter into a new memorandum of understanding that incorporates and reflects the changes resulting from AB 118 and the Superior Court Security Act of 2012.
6. As stated in Government Code section 69920, nothing in AB 118 or the Superior Court Security Act of 2012 is intended to reduce court security service, increase obligations on sheriffs or counties or other significant programmatic changes that would not otherwise have occurred absent realignment.

The parties agree as follows:

1. Term of Memorandum of Understanding

This Memorandum of Understanding between the Court and the County for Court Security Services becomes effective **July 1, 2016 to June 30, 2017.**

- 1.1** As provided in Government Code section 69926(f), this MOU 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 memorandum of understanding.

2. Scope of Services

- 2.1** Security Services. Sheriff will provide court security services as illustrated in Government Code section 69922(b) (1)-(6) and as were provided at the time of passage of AB 118 (the "Security Services"). The Sheriff will be the appointing authority for all 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 the Security Services, and will employ and control persons utilized or contracted with by the Sheriff in the performance of the Security Services. The terms and conditions, description and level of Security Services are set forth in **Exhibit A**, which is attached and incorporated into this MOU.
- 2.2** Respective Authority. The Sheriff acknowledges the Presiding Judge's authority, consistent with the law, for determining the Security Services to be provided to the Court by the Sheriff for any given fiscal year. The Presiding Judge acknowledges the Sheriff's authority regarding the level for any Security Services to be provided to the Court by the Sheriff for any fiscal year, consistent with the law. Both parties acknowledge that they have the duty to consult with each other regarding the type and level of Security Services deemed necessary to be provided to the Court by the Sheriff.
- 2.3** Court Security Committee. The Sheriff or designated representative will participate on the Court's Security Committee as required by Rule 10.173 of the California Rules of Court. Court and the Sheriff, with input from the Court Security Committee, will cooperatively and collaboratively develop and maintain the 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. The Sheriff is responsible for maintaining the current court security plan.
- 2.4** Qualifications; Training. Sheriff will provide all necessary training of peace officers providing Security Services. Only properly trained peace officers or other positions as the Sheriff deems appropriate, in good standing employed by the Sheriff may provide the Security Services. All persons (whether employees, independent contractors, or agents of the Sheriff) assigned to provide Security Services will have successfully passed the Sheriff's background check prior to commencing their assignment. The Court will have the right, but not the obligation, to conduct a background check, as permitted by law, on all such persons before the Court will grant to such persons access to Court systems or facilities. Background checks conducted by the Court will be at the Court's expense.
- 2.5** Payment for Services. County has established a Trial Court Security Account from the Local Revenue Fund 2011, pursuant to paragraph (1) of Subdivision (c) of Section 30027 of the Government Code. Funds deposited into this account are to be used solely for the provision of Security Services to the Court and will not be used to pay for general county administrative expenses including, but not limited to, the

costs of administering the account. Sheriff will continue to provide the Court Security Services notwithstanding any delay or disruption in funding from State.

2.6 Overtime. The parties agree to manage their resources to minimize the use of overtime. The Sheriff will make every effort to provide the Security Services without the use of overtime and Court will make every effort to conclude its proceedings in a timely manner to avoid the need for Sheriff's personnel to work overtime.

2.7 Equipment. The cost of security equipment assigned to Sheriff's personnel providing Security Services, including but not limited to weapons, ammunition, chemical spray and holder, radios, radio chargers, bulletproof vests, handcuffs, holster, uniforms, and batons, is included in the cost of the Security Services. Unless the Judicial Council of California provides such, Sheriff will be responsible for researching and recommending appropriate security equipment to be utilized for the Security Services.

2.8 Standards of Performance. Sheriff acknowledges that Court requires standards of performance of Sheriff personnel assigned to the Court that demonstrate professional excellence in the execution of duties, interpersonal relations with Court employees and all persons utilizing the services of the Court. The Court will inform Sheriff if any personnel assigned to Security Services are deficient in meeting the standards of performance. Sheriff will investigate any report of deficient performance and take disciplinary or corrective action as appropriate including reassignment from the court. Court may request removal of any Sheriff personnel for any reason and the Sheriff will consider such request in good faith.

3. Emergency and Additional Services

3.1 Emergencies. Notwithstanding any other provision of the MOU, in the event of an emergency involving security in the Court facilities or involving threats against any judges, Court staff, or jurors, the County and the Sheriff will immediately take any and all actions reasonably necessary or appropriate to respond to the emergency, including, without limitation, reassignments or transfers of personnel to ensure appropriate response.

3.2 Additional Services and Overtime. If additional Security Services or overtime costs that are not the result of an emergency are deemed needed by a party, that party will provide a written request to the other party. The Court Security Commander and the Court Liaison(s) will meet within 5 business days of the receipt of the request to determine the necessity and scope of the additional services or overtime costs. All additional Security Services or overtime costs must be agreed to in writing before the additional service is provided or the overtime costs is incurred.

4. Coordination and Reporting

4.1 Court Liaisons. The Court will designate a Court staff member(s) and/or a judicial officer as the Court Liaison(s) to work directly with the Court Security Commander to facilitate the efficient use of manpower for the security needs of the Court. The Court Security Commander will work jointly with the Court Liaison(s) to

coordinate and manage overtime needs. The Court Liaison(s) and the Court Security Commander will meet on a regular basis. Upon request, the Court Security Commander will provide the Court with the following reports:

- (1) Daily Duty Assignments;
- (2) 28-Day Bailiff Schedule;
- (3) Court Weekly Overtime Summary;
- (4) Court Weekly Overtime Summary by Courtroom;
- (5) Cumulative Overtime Spreadsheet; and
- (6) Roving Deputies monthly and yearly statistics.

4.2 Notices. The Sheriff's Office will notify the Court Liaison(s) immediately of any circumstance that could impact court security operations including, but not limited to, overtime management. The Court Liaison(s) will provide the Lead Bailiff Sergeant with a list of judicial vacations and vacancies when known.

4.3 Incident Logs and Reports. The Sheriff's Office will maintain a daily incident log and submit a monthly cumulative incident log to the Court Liaison(s). The Sheriff's Office will also provide the Court Liaison(s) with a copy of any incident or crime reports as soon as it becomes releasable.

4.4 Cost Management Reports. The Sheriff will maintain a detailed report, listing the costs of security services and supported by an itemized detail of costs, including cost, rate and service performed. The Sheriff will provide a copy of the report to the Court upon request.

5. Independent Contractor

5.1 The County and Sheriff will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

5.2 In the performance of Security Services, the County and Sheriff, including each of their respective employees, personnel and agents providing Security Services, is an independent contractor, and is not an employee or agent of the Court, and is not covered by any employee benefit plans provided to the Court's employees. The Sheriff is liable for the acts and omissions of itself, its employees and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the Court and the Sheriff.

6. Dispute Resolution

6.1 If the parties disagree as to any matter governed by this MOU, the Sheriff will continue to provide the Security Services until the dispute is resolved. The parties will meet in good faith as set forth herein to resolve issues to their reasonable satisfaction.

6.2 Issues that may arise from this MOU will be resolved by the Court Executive Officer and the Court Services Commander. Pursuant to Government Code Section 69926(c), the parties will meet in a good faith effort within 5 business days of

either party requesting the meeting to resolve any issue arising under this MOU to the mutual satisfaction of all concerned. If the issue cannot be resolved at this level, the Presiding Judge and the Sheriff will meet in a good faith effort to resolve the matter. For each meeting, the designated representatives of the parties will have the authority to negotiate a resolution and recommend the resolution to the board of supervisors.

- 6.3** Any disputes between the parties that are not resolved as set forth above may be resolved by submission of the dispute to non-binding mediation. A mutually acceptable impartial mediator will be selected by the parties with the expenses to be borne equally by the parties in dispute. Nothing in this MOU precludes the parties from exercising their legal rights and remedies.

7. Miscellaneous Provisions

- 7.1** Audits and Inspection of Records. Each party agrees to maintain for a period of not less than five (5) years, or if later, after a final audit has been resolved, and make available to the other party accurate books and accounting records relating to its obligations pursuant to this MOU. Each party will permit the other party to audit, examine and make excerpts from records related to matters covered by this MOU, whether funded in whole or in part under this MOU. The Sheriff will make available personnel time records, contractual records and other records related to the Security Services within a reasonable period of time, not to exceed 30 days from the initial date of the request. The costs of the audit will be the responsibility of the requesting party.
- 7.2** Indemnification. The parties waive the pro rata (per capita) allocation of risk that is otherwise applicable under Government Code section 895.6. Each party will indemnify and hold the other party harmless, to the maximum extent permitted by law, from claims, damages, liabilities, costs and expenses, including attorneys' fees and costs, that arise out of that party's performance of this MOU, except that neither party is responsible for that portion of a claim, damage, liability, cost or expense that occurs by reason of the wrongful acts or negligence or willful misconduct of the other party or of its agents, officials, or employees.
- 7.3** Amendment or Modification. Except as otherwise provided in this MOU, the MOU may be amended or modified only in writing and with the prior written consent of the parties.
- 7.4** Notices to the Parties. All notices, requests, demands, and other communications pertaining to this MOU must be in writing and will be deemed to have been duly given when hand delivered, or five (5) days after being deposited in the United States mail, if addressed to the respective parties or their successors as set forth below.
- 7.5** Cooperation. The Sheriff and the Court will cooperate in good faith to implement this MOU, and agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this MOU and their parties' agreements hereunder.

- 7.6 Assignment.** No party hereto will assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
- 7.7 Choice of Law.** This MOU and the rights and obligations of the parties hereunder will be governed by, and construed and interpreted in accordance with, the laws of the State of California.
- 7.8 Calendar Days.** Unless specifically stated to the contrary, all references to days herein will be deemed to refer to calendar days.

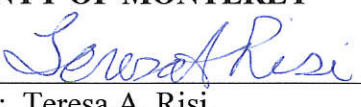
IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Memorandum of Understanding to be executed as of the date first written above.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MONTEREY**

By: 
Name: Hon. Mark E. Hood,
Presiding Judge

Date June 16, 2016

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MONTEREY**

By: 
Name: Teresa A. Risi,
Court Executive Officer

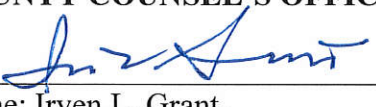
Date June 15, 2016

**COUNTY OF MONTEREY,
SHERIFF'S OFFICE**

By: _____
Name: Stephen T. Bernal,
Sheriff

Date _____

**COUNTY OF MONTEREY,
COUNTY COUNSEL'S OFFICE**

By: 
Name: Irven L. Grant,
County Counsel

Date 6/16/2016

**COUNTY OF MONTEREY,
ADMINISTRATIVE OFFICE**

By: _____
Name: Lew Bauman,
County Administrative Officer

Date _____

EXHIBIT A

SECURITY SERVICES

1. Sheriff Responsibilities

- 1.1** The Sheriff is responsible to the Court for all matters relating to its security, including security of courtrooms, facilities, and grounds. The Sheriff is responsible for working with the Presiding Judge, Court Executive Officer and the Court Security Committee to develop best practices and the law enforcement security plan required by Government Code Section 69925.
- 1.2** The Sheriff will provide court security through its Court Services Division. The Sheriff's Court Services Commander is the designated representative of the Sheriff's Office and is responsible for overseeing the Sheriff's Office staff, the overall operation of the Court services security division and is the liaison between the Court, Court Security Contractor, and the Sheriff's Office.
- 1.3** Two Sheriff's Sergeants are responsible for the day-to-day supervision of the Court Security Unit, including daily assignments, overtime management, and Court security operations.
- 1.4** Deputies assigned to the Court Security Unit are responsible to the Sheriff's Office and are under the supervision of the assigned Sergeants. Deputies are responsible for law enforcement, inmate management, security in the courtroom, security at entry screening stations and roving security at the Salinas courthouse location. Full time Roving Deputies are not currently assigned to the King City Courthouse (closed), and Juvenile Court.

2. Scope of Work

- 2.1** The Court Security Services provided by the Sheriff include, but are not limited to the following:
 - a.** Bailiffs are peace officers as defined in Penal Code Section 830.1 and 830.6, functions in criminal and non-criminal actions including, but not limited to, attending Court; courtroom security for Judicial Officers, courtroom staff and traditional Bailiff duties including assisting the Court as needed (e.g., assisting attorneys, litigants, and the public);
 - b.** Taking charge of a jury as provided in Code of Civil Procedure Sections 613 and 614;
 - c.** Perimeter security including patrolling courthouse hallways, outside perimeters and Court offices when Courtroom is not in session;
 - d.** Emergency response services (alarms, building evacuations, crowd control, etc.);
 - e.** Opening and securing courtroom and building doors as necessary;

- f. Closing and securing courtrooms and building doors as necessary. Bailiffs will close and lock courtroom doors at the conclusion of court hearings and after the visitors have left;
 - g. Public counter bench warrant arrests/remands, as necessary;
 - h. Escorting prisoners to holding cells within Court facilities;
 - i. Patrol both the inside and outside perimeters of the courthouse when their Court is not in session;
 - j. Coordinate and interface with the entrance security screening program; work collaboratively with Court contracted unarmed security management and security officers.
 - k. Provide inmate custody status to Judicial Officers as requested.
 - l. Consulting services as requested by the Court regarding courthouse security issues;
 - m. Annual security training for Court staff, or as requested;
 - n. Maintenance of a court security plan required by Government Code section 69925, including a courtroom emergency incident and evacuation plan;
 - o. Respond to calls for service and/or duress alarms, in a timely manner.
- 2.2 Sheriff's personnel will conduct themselves in accordance with the Standards of Conduct set forth in the Sheriff's Office Manual.

3. Staffing Levels and Assignments

- 3.1 The Superior Court's normal hours of operation are Monday through Friday, 8:00 am to 5:00 p.m., except recognized court holidays (see Exhibit B). A monthly night Court session, generally held on the last Monday of each month, is held at the Marina Division from 5:30 p.m. to 7:00 p.m.
- 3.2 The Sheriff will provide courtroom staffing during normal Court operation hours, and during all other statutorily mandated Court sessions, including but not limited to night Court at the Marina Traffic Division. The parties will work together in the spirit of mutual cooperation, to efficiently use Sheriff's personnel and to reduce overtime costs.
- 3.3 Commander. The Sheriff will assign one (1) full-time Commander, to provide direct supervision of the Sergeants and Deputies and oversee Court Security Services at all court locations. This position will also be available to provide relief coverage as necessary. The Commander will be assigned to the Court Security Unit on a full-time basis. The parties agree to meet thirty (30) days prior to any proposed

change being made to this position or schedule. Any change to this position or schedule shall be by mutual agreement.

3.4 Sergeants.

- A. Assignment of Sergeants. Sheriff will assign two (2) full-time Sergeants, to provide direct supervision of the Deputies and to oversee the Court Security Services in the four (4) Court locations: Salinas, King City (currently closed), Monterey and Marina. These positions will also be available to provide relief coverage as necessary. One Sergeant will be assigned to supervise security at the Salinas courthouse and one will be assigned to supervise all other court functions not located at the Salinas Courthouse. Both Sergeants will be assigned to the Court Security Unit on a full-time basis. The parties agree to meet thirty (30) days prior to any change being made in the number or to the schedule of the Court Security Unit Sergeants to discuss the proposed change or reduction and potential alternatives.
- B. Selection of Sergeants. The Presiding Judge or designee may participate in the selection of Court Security Sergeants by reviewing the qualifications of the Sergeant applicants and meeting with the Sheriff's Court Services Commander. The Sheriff will consider the Presiding Judge's preferences in good faith. The final selection of the Sergeant remains with the Sheriff.
- C. Administrative Sergeant. The Sergeant assigned as the Salinas courthouse sergeant will be designated as the Administrative Sergeant. The Administrative Sergeant is primarily responsible for the daily assignments. The Administrative Sergeant will be provided the necessary training and resources to ensure effective and appropriate management of overtime.
- D. Attend Court Meetings. In addition to their other duties, the Sergeants will attend meetings regarding court security as requested by the Court.

3.5 Bailiffs

- A. Number of Full-Time Equivalent (FTE) Deputy Sheriffs. The Sheriff will assign twenty one (21) full-time deputy sheriffs to provide bailiff security services. Additional calendars heard by part time commissioners will be provided bailiff services through the use of current available Court Security deputies, if any, or overtime personnel. This section does not address the number of Sheriff's Deputies that may be necessary to supervise or transport inmates. This section also does not include the number of roving deputies defined in Section 3.6 of this MOU.
- B. Deputies Assigned. A deputy sheriff assigned to a bailiff position will be considered permanently assigned to his or her judicial officer and will not be eligible for reassignment except for good cause, at the assigned judicial officer's discretion, or upon the assigned judicial officer's separation from office.

- C. Relief Bailiff. The Sheriff will assign one full-time deputy sheriff to provide relief to bailiff security services to assist in covering any sick leave or other unplanned leaves that may require incurring overtime costs.
- D. Deputy Reassignment. A deputy assigned as a bailiff will be reassigned at the written request of the judicial officer to whom he or she has been assigned. Nothing in this MOU prevents the Sheriff from making transfers for the good of the Sheriff's Office or Court after first discussing the proposed change with the Presiding Judge or designee.
- E. Bailiff Selection Process. The Sheriff's Court Services Commander will maintain a list of bailiff candidates. A recruitment drive will be opened when there are 3 or fewer eligible candidates on a list from which the judicial officer may select. Upon notice of a bailiff vacancy, the Sheriff's Office will submit a list of qualified candidates to the judicial officer and the judicial officer will have the opportunity to interview and observe potential candidates in the courtroom setting. Specifically, the judicial officer may interview the candidates and select a maximum of three (3) candidates to continue in the selection process. The judicial officer may elect to have any of the three final candidates "try-out" in the courtroom for a maximum period of 24 hours each. The judicial officer may elect to select a candidate without a "try-out" period. The judicial officer may also select a deputy not included in the eligible list, if they have prior knowledge of who they would like to select. The judicial officer will make the final selection.
- F. Duties. While their courtrooms are in session, the bailiffs will provide bailiff functions and other security services in the courthouse including supplemental security in other courtrooms, entry screening or roving deputy services. When courtrooms are not in session, bailiffs will remain on site and available for their respective judge. Any deputy sheriff assigned to Court Services may also perform additional judicial protection duties approved by the Court Services commander and Presiding Judge.

3.6 Entry Screening Station/Roving Security Deputy:

- A. Assignment. The Sheriff will assign two (2) deputy sheriffs to the Salinas Courthouse "Entry Screening Station/Roving Security" positions (the "Roving Deputy"). The Sheriff will also assign one (1) deputy sheriff to the Monterey Courthouse "Entry Screening Station/Roving Security" position (the "Roving Deputy"), and one (1) deputy sheriff to the Marina Courthouse. The duties of these positions include, but are not limited to the following:
 - 1. Perimeter security; including patrolling courthouse hallways, and Court offices;
 - 2. Working collaboratively with the Court's security screening contractor (the "Security Contractor") management and security officers;
 - 3. Responding to Court's Security Contractor regarding entrance security screening concerns or incidents;
 - 4. Conducting incident/crime investigations and preparing incident/crime reports related to court security;

5. Preparing and submitting a monthly incident and report log to the Court Services Commander;
 6. Conducting security training for Court staff; and
 7. Serving as a backup for other Court Security Services at the discretion of the Sheriff.
 8. One of the two roving deputy sheriffs assigned to the Salinas Courthouse may be assigned to other court locations, depending on need.
- B. Other Duties. The Roving Deputy will work closely with the Court's Security Contractor and be the first point of contact for entrance security screening breaches and/or incidents requiring law enforcement intervention. Provided that it does not negatively affect court security, from time to time, the Roving Deputy may provide security assistance to a county department adjacent to the Court complex upon request by that department. The entry screening station/roving security deputy may be used to substitute as a bailiff when no other regularly assigned Bailiffs are reasonably available. One of the two (2) Salinas Roving Deputy Sheriffs may be assigned to rove at the other courthouses in the interest of reducing current overtime. He or she will serve at the discretion of the Sheriff.
- C. Roving Deputy Reassignment: The Roving Deputy Sheriff position may be reassigned at the written request of the Presiding Judge or designee. Nothing in this MOU prevents the Sheriff from making transfers for the good of the Sheriff's Office or Court after first discussing the proposed change with the Presiding Judge or designee.
- D. Roving Deputy Selection Process: The Presiding Judge or designee will be included in the selection of roving deputies by reviewing the qualifications of roving deputy applicants and meeting with the Sheriff's Court Services Commander. The Sheriff will consider the Presiding Judge's preferences in good faith. The final selection of the roving deputy remains with the Sheriff.

EXHIBIT B

COURT HOLIDAYS

New Year's Day
Martin Luther King, Jr.
Lincoln's Birthday
President's Day
Cesar Chavez Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day