

**MEMORANDUM OF UNDERSTANDING-
COURT SECURITY SERVICES**

**THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN, THE
COUNTY OF MARIN, AND THE MARIN COUNTY SHERIFF-CORONER**

This Memorandum of Understanding (MOU) is dated as of this _____, day of _____, 2013 among the Superior Court of California, County of Marin (Court), the County of Marin (County), and the Marin County Sheriff-Coroner (Sheriff). The Court is considered to be one party and the County and the Sheriff are considered to be one party.

WHEREAS, County, Sheriff, and Court previously entered into a Memorandum of Understanding dated July 1, 2003 (2003 MOU), under which County, through the Sheriff, has provided security services to Court;

WHEREAS, the presence of law enforcement personnel in courthouses and provision of trial Court security services are essential for the safety and security of all courthouse occupants;

WHEREAS, Sheriff and Court negotiated but did not reach agreement on a memorandum of understanding for court security services in 2007;

WHEREAS, Sheriff, Court, the County of Marin, and the Administrative Office of the Courts (AOC) entered into a Mutual Settlement Agreement and Release effective as of June 2, 2010 (Mutual Settlement), settling certain disputes and releasing parties from liabilities regarding the inability of the named parties to enter into a memorandum of understanding for court security services during the fiscal years 2008-2009 and 2009-2010, and associated compensation issues;

WHEREAS, Court has retained a private security firm, Universal Protection Services, to perform perimeter screening services at the Civic Center and at the Juvenile Court;

WHEREAS, following transfer of court security funding to the Sheriff in fiscal year 2010/11, Court has terminated the agreement with Universal Protection Services for perimeter screening services. As of July 1, 2012 the Sheriff contracts with Universal Protection Services for perimeter screening services;

WHEREAS, County, Sheriff, and Court previously entered into a Memorandum of Understanding dated June 7, 2011, retroactive to July 1, 2010, under which County, through the Sheriff, has provided security services to Court;

WHEREAS, County, Sheriff, and Court previously entered into a Memorandum of Understanding dated July 10, 2012, retroactive to July 1, 2012, under which County, through the Sheriff, has provided security services to Court;

WHEREAS, the parties desire for the Sheriff to continue to perform trial court security services as specified in this MOU;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. TERM OF AGREEMENT

i. Term/Option to Extend. This MOU is effective from July 1, 2013 (Effective Date), and will continue in force and effect through June 30, 2016; provided, however, that the term of this MOU may be extended for additional one year terms by mutual agreement of the parties in accordance with the terms of this MOU.

ii. Termination. In the event either party desires to terminate this MOU 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 MOU may only be terminated at the end of a County fiscal year.

2. PURPOSE AND INTENT

i. This MOU satisfies the requirement of a memorandum of understanding between the Court and the Sheriff for the provision of court security under Government Code section 69926(b), shall be considered as part of the Law Enforcement Security Plan, and is also part of the comprehensive, countywide Court Security Plan developed by the Court and the Sheriff, pursuant to the provisions of Government Code §§ 69921, 69925, and rule 10.172 of the California Rules of Court.

ii. This MOU supersedes and replaces all prior memoranda of understanding between the parties regarding court security services, including the 2003 MOU, the document negotiated during 2007, except the Mutual Settlement, the 2010 MOU, and the 2012 MOU.

3. APPLICABLE LAW/STATUTORY REQUIREMENTS

i. Applicable Law. For the purposes of this MOU the following law, guidelines, standards, and templates that govern specifically the provision of trial court security services are collectively defined herein as "Applicable Law":

- a. The Law Enforcement Act;
- b. Penal Code sections 830.1 and 830.36 (regarding the definition and authority of bailiffs and other "peace officers");
- c. The California Rules of Court, rules 10.170 – 10.173;
- d. Procedure no. FIN 14.01 ("FIN 14.01") of the Trial Court Financial Policies and Procedures Manual ("TCFPPM"), adopted by the Administrative Office of the Courts ("AOC");

- e. The mandatory Court Funding Standards, as amended (“Funding Standards”), as adopted by the Judicial Council of California (“Council”) in August 2006, and attached to this MOU as Attachment 2.
- ii. Law Enforcement Act Requirements. The Law Enforcement Act specifically provides as follows:
 - a. Sheriff must attend proceedings as required by law or as determined by a presiding judge or designee to be necessary for public safety. The Sheriff’s duties include performing the superior court law enforcement functions set forth in Government Code section 69921(e).
 - b. Court’s presiding judge has authority to contract with Sheriff to provide trial court security services. The contract must be documented by Court and Sheriff in an annual or multi-year memorandum of understanding that specifies the level of trial court security services to be performed by Sheriff.
 - c. Court’s presiding judge and Sheriff must cooperatively develop a comprehensive, annual or multiyear court security plan that addresses, at minimum, all subject areas specified in rule 10.172(b) of the California Rules of Court. For assistance in preparing a court security plan, the presiding judge and Sheriff may refer to the Court Security Plan Guidelines, dated January 30, 2009, adopted upon recommendation of the Working Group on Court Security (“Security Working Group”) and available to Court on the Serranus website.
 - d. On or before February 1, 2014, and on or before February 1 of each succeeding year, Court must report to the AOC whether it has made any changes to its court security plan and, if so, identify each change and submit a copy of the then-current court security plan to the AOC. (See rule 10.172(d).)
 - e. At least once every two years, beginning on or before January 1, 2014, Court’s presiding judge and Sheriff must conduct a Security Assessment. (See Rule 10.172(c).) The presiding judge and Sheriff must then prepare on or before February 1 following the assessment a report summarizing the Security Assessment. (See rule 10.172(c)—(d).)
 - f. Whenever Court submits a court security plan to the AOC, Court must also include a copy of the then-current Assessment Report. (See rule 10.172(d).)

4. SCOPE OF SERVICE

- i. Court Security Services/Court Security Division. County, through Sheriff, shall provide the superior court law enforcement functions set forth in Government Code section 69921(e)(Court Security Services) to Court under the terms and conditions set forth in this MOU. Sheriff will maintain a Court Security Division which will be responsible for performance of County’s obligations under this MOU. Court Security

Services include "Basic Services" and "Additional Services," each of which are further described below and in the Court Security Plan.

ii. Designated Coordinators. Sheriff shall designate/the Detention Services Bureau Commander as the coordinator for Sheriff under this MOU. Court designates its Executive Officer as the coordinator for Court under this MOU. Sheriff or Court may cancel the above designations and designate a different coordinator by notice to the other party. The designated coordinators for each party shall implement, as needed, appropriate procedures governing the performance of all requirements under this MOU. They shall be responsible for conferring in good faith in order to address any disputes which may arise concerning implementation of this MOU.

iii. Basic Services. Sheriff will provide basic security services ("Basic Services") to Court in the facilities specified in sufficient numbers of personnel with the requisite experience, knowledge, and skills necessary for the Sheriff to provide an appropriate level of Court Security Services within parameters specified in the Funding Standards. Basic Services will include authorized equipment and supplies. During each year of this MOU, Sheriff and County agree to conduct a needs assessment to determine the staffing needs for Court Security Services and public safety protection for the succeeding fiscal year. Court, Sheriff and County shall meet and discuss the results of the assessment and staffing requirements.

iv. Staffing Plan. The amount of personnel required for Basic Services for fiscal year 2013-2014 (Court Security Division Allotment) together with the tasks assigned to Basic Services will be specified in the staffing plan (Staffing Plan) attached hereto as Attachment 1 and incorporated herein by reference. The Staffing Plan for each subsequent fiscal year of this MOU, as agreed by the parties, will be incorporated into this MOU and will supersede the previous Attachment 1.

v. Additional Services. Subject to the availability of staff, Sheriff may provide supplemental or special non-emergency Court Security Services or additional related equipment and supplies deemed by Court to be included in Court Operations ("Additional Services"). All such services that are beyond the scope of the Basic Level Services provided under the applicable Annual Budget and Staffing Plan shall be considered "Additional Services"; provided that occasional overtime hours to be performed by Court Security Division staff while any courtroom is in session are not considered Additional Services.

a. Types of Additional Services. Sheriff and Court acknowledge that it is impractical to specify in this MOU each category of Additional Services that may be provided by Sheriff under this provision, and shall cooperate with each other in identifying and addressing such potential Additional Services.

b. Procedure for Additional Services at Court's Request. The Presiding Judge, his or her designee(s), or the Court's Executive Officer shall submit a written request for Additional Services to the Sheriff's Designated Coordinator.

Court will provide as much advance notice as possible regarding requests for Additional Services, ideally at least 48 hours in advance from the time the services are required.

c. Procedure for Additional Services Provided at the Sheriff's Behest. Should the Sheriff determine that Court faces a need for increased security beyond the Basic Level of Services provided under the applicable Annual Budget and Staffing Plan; the Sheriff shall provide such Additional Services which shall be compensated under the terms of this MOU. The Sheriff's Designated Coordinator will notify the Court Executive Officer of the determination in writing. The Sheriff shall provide Additional Services under this provision at the Sheriff's sole discretion.

d. Agreement on Scope/Costs. Sheriff shall advise Court promptly, and shall confirm in writing, if time permits, of Sheriff's ability or inability to provide some or all of any Additional Services requested by Court, and the estimated costs of all Additional Services to be provided, based upon the most effective manner of providing such services.

5. STANDARDS OF SERVICE; OBLIGATIONS OF THE PARTIES

i. Sheriff's Discretion. The management, direction, and supervision of Court Security Services and public safety protection; the standards of performance; the discipline of Court security personnel and all other matters incident to the performance of such services shall be performed by and be the responsibility of Sheriff. Sheriff shall be the appointing authority for all personnel providing Court Security Services to Court by this MOU.

ii. Assignment of Personnel. Sheriff is responsible for ensuring that a sufficient number of personnel are available each day to reasonably and adequately perform all duties described in this MOU, and that staffing levels in Attachment 1 are maintained.

iii. Day-to-Day Supervision. Sheriff shall designate supervisors who will be responsible for the day-to-day performance of all personnel providing Court Security Services. In addition, Sheriff will direct and oversee the screening operations performed by Universal Protection Services. Court shall have an opportunity to provide input, and may request reassignment of Sheriff's Department personnel from a particular courtroom, station, or other location, and Sheriff will consider such request; however, Sheriff shall have complete discretion as to the assignment of Court Security Services personnel under this MOU.

iv. Briefings. Sheriff will brief Court's Executive Officer in a timely manner of all crime incidents, no later than one business day following the occurrence, and will provide Court's Executive Officer with a monthly log of items confiscated at perimeter screening stations.

v. Qualifications and Training:

a. With the exception of one nonsworn clerical staff (SSA classification), Sheriff will provide Court Security Services under this MOU using only properly trained peace officers employed by the Sheriff in good standing and on active duty, and of a rank of deputy Sheriff or above. Sheriff personnel providing Court Security Services must have the training, experience and qualifications required to perform the services assigned to them.

b. All Sheriff personnel performing Court Security Services must participate in sexual harassment training per the County of Marin Personnel Management Regulations at County or Sheriff's full cost.

vi. Equipment and Supplies:

a. All Sheriff's sworn personnel performing Court Security Services under this MOU shall wear the prescribed uniform and equipment of the Sheriff's Office, except as directed by the Court Security Division supervisor.

b. The maintenance of the following Court owned screening equipment in place as of the Effective Date of this MOU is the Court's responsibility.

Type	Make/Model	S/N	Location
Magnetometer	Metorex M-200	28035	Civic Center
Magnetometer	Metorex M-200	28036	Civic Center
X-Ray	Astrophysics XIS-6545	ASTED160SS289	Civic Center
X-Ray	Astrophysics XIS-6545	ASTIB160SS1030	Civic Center
Magnetometer	Ceia PMD2 Plus	21106025062	Juvenile Hall

6. SCHEDULING; COORDINATION OF SERVICES

i. Scheduling. Sheriff will schedule paid leave time for personnel providing Court Security Services so as to minimize the adverse impact to Court of staff absences in the performance of Court Security Services. In no event shall any rotation of staff assignments to perform services under this MOU result in any cost or expense to Court or adversely affect provision of Court Security Services. The parties agree to manage their resources to mitigate costs while ensuring adequate Court Security Services.

ii. Court Security Division Planned Absences. Sheriff's Designated Coordinator will brief Court by Monday of each week of planned absences of Court Security Division personnel scheduled for the following week (Planned Outages). Sheriff will replace absent staff by deploying personnel within the Court Security Division to the extent possible to provide Court Security Services.

iii. WAG Schedule. Court publishes a "week at a glance" calendar (WAG) that indicates courtrooms in which the judicial officer normally assigned is absent. Unless

Court has advised Sheriff that another judicial officer is assigned to that courtroom, or has requested the presence of Sheriff's personnel in said courtroom, the courtroom will be deemed a "Dark Courtroom."

iv. Temporary Reassignments: Sheriff will match Dark Courtrooms with Planned Outages and arrange available Court Security Division personnel to active courtrooms to the fullest extent possible. If in any week there are more Dark Courtrooms than Planned Outages, Sheriff will temporarily reassign Court Security Services personnel from Dark Courtrooms to other assignments within the Staffing Plan or as authorized by the Presiding Judge.

7. DISPUTE RESOLUTION

In the event of any dispute arising from or relating to this MOU, the parties hereto shall use their best efforts to settle the dispute. In the event that no agreement is reached, the dispute shall be referred to the Sheriff and the Presiding Judge to meet and confer to resolve the issues in good faith. As new dispute resolution procedures related to court security are enacted in law, Court, County and Sheriff agree to comply with these procedures.

8. INDEMNIFICATION AND INSURANCE

i. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 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 Court agree that 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 omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

ii. Insurance. County, Sheriff, and Court shall each maintain their own liability insurance coverage, through County's self-insurance program or otherwise, against any claim of civil liability arising out of the performance of this MOU, and provide appropriate evidence of such coverage to the other party upon request.

9. GENERAL PROVISIONS

i. Independent Contractor Status. In the performance of services under this MOU, County, Sheriff, and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of Court. All such personnel provided by County or Sheriff under this MOU are under the direct and exclusive supervision, daily direction, and control of County and Sheriff, and County and Sheriff assume full responsibility for the actions of such personnel in the performance of services hereunder. 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 MOU are not covered by any employee benefit plans provided to the Court's employees.

ii. Notices. Any notices required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To COURT:

Court Executive Officer
Marin County Superior Court
3501 Civic Center Drive
San Rafael, CA 94903

AND

Presiding Judge
Marin County Superior Court
3501 Civic Center Drive
San Rafael, CA 94903

To COUNTY:

Clerk of the Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, CA 94903

AND

Sheriff
County of Marin
3501 Civic Center Drive
San Rafael, CA 94903

A notice shall be effective on the date of personal delivery if personally delivered before 4:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

iii. Time of the Essence. Time is of the essence in this MOU. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

iv. Audit and inspection of records. Each party shall permit the other parties and their designees to copy, review, and audit the books and records relating to its obligations under this MOU, and to make excerpts and transcripts from them, as reasonably requested. The parties will maintain the books and records relating to their respective obligations under this MOU for a period of five years following final payment by Court under this MOU.

v. Amendment: Assignment. This MOU may be modified or amended only by a written document executed by all parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

vi. Entire Agreement. This MOU, including all Attachments hereto, constitutes the complete and exclusive statement of agreement between the parties with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded by this MOU.

vii. Construction. This MOU 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 in this MOU are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the MOU.

viii. Waiver. A waiver by any party of a breach of any of the covenants to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement.

ix. Authority to Enter Agreement. County, Sheriff, and Court each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.

x. Cooperation and Further Assurances. County, Sheriff, and Court will cooperate in good faith to implement this MOU, and will execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this MOU and of the Law Enforcement Act.

xi. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

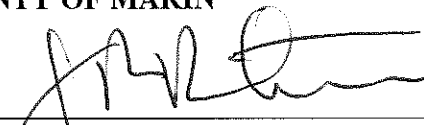
xii. Severability. If any provision of this MOU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this MOU.


Legislative Changes. If any changes are made to the Law Enforcement Act, Rules of Court adopted pursuant thereto, or other Applicable Law, or if the State imposes any

limitations applicable to this MOU and the services to be provided hereunder (each, a "Legislative Change"), then (1) to the extent any Legislative Change is of mandatory application, such change shall apply to the parties and this MOU, and this MOU shall be deemed to be amended to be consistent with such change except to the extent that such change alters a material provision of this MOU in which case such material provision shall be avoidable and the parties will negotiate in good faith to amend the MOU as necessary, and (2) to the extent any Legislative Change is not of mandatory application, such changes shall not affect this MOU or the right or obligations of the parties unless the parties mutually agree to subject themselves to such change.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date written above.

**THE SUPERIOR COURT
OF CALIFORNIA,
COUNTY OF MARIN**

By: 
James R. Ritchie
Presiding Judge

By: 
Kim Turner
Court Executive Officer


COUNTY OF MARIN

By: _____
President, Board of Supervisors

**MARIN COUNTY SHERIFF-
CORONER**

By: 
Sheriff-Coroner

Approved as to Form and Legality:

By: 
County Counsel

ATTACHMENTS TO THIS AGREEMENT:
Attachment 1 – 2010-2011 Staffing Plan
Attachment 2 – Funding Standards

ATTACHMENT 1

2013-2014 STAFFING PLAN Basic Level Security Services

- A. "Court Facilities" refers to the following facilities and Courtrooms:
- Marin County Hall of Justice –
 - Courtrooms in Departments A, B, C, D, E, F, G, H, J, K, L, M, N, O, P;
 - the Clerk's Offices in Room C-10, 113,
 - Court Administration and Family Court Services in Room 116,
 - Legal Self Help Services in Room C-27,
 - Jury Services in Room 244.
 - Courtroom on the Juvenile Services campus in Lucas Valley, unless decommissioned by the Court.
- B. For Fiscal Year 2013-2014, Basic Level Service staffing shall include the following Full Time Equivalent (FTE) hours for each job classification (the Court Security Division Allotment):

Sheriff's Sergeants providing direct supervision – 2

Sheriff's Deputies – 16

Sheriff's Service Assistants – 1

- C. Basic Services include the following tasks:
- Managing and supervising the day-to-day performance of all Sheriff personnel assigned to Court Security Services;
 - Serving as bailiffs, who shall maintain security and order in the Courtrooms listed in this Staffing Plan. Bailiffs shall be aware of all activity and will act to ensure safety and order in concert with the desire of the Judge and established procedures of the Sheriff's Office. Bailiffs will also accept at the Bailiff Station time-sensitive paperwork related to restraining orders for review by judicial officers;
 - Overseeing perimeter screening of the public and other Court users and staff on the Court Floor and at the Juvenile Court (including oversight of security contractor. Universal Protection Services);
 - Patrolling the interior of Court Facilities; control room monitoring of Court Facilities as deemed appropriate by Sheriff; upon request, incident response in the Clerk's Offices, Court Administration, Family Court Services, Legal Self Help Services, and Jury Services;

- Providing security and protection to judicial officers, court staff, and jurors within Court Facilities, including identifying potential threats to court personnel or Court Facilities, researching security needs and issues relating to high profile trials; responding to incidents in all Court Facilities, responding to threats to court or judicial officer security; completing mandatory State reporting requirements concerning threats to judges; and providing judicial security when needed in any court location.
- Securing holding cells within Court Facilities;
- Securing movement of persons in custody within Court Facilities, including remands, ensuring persons in custody arrive in court on time and in a secure manner;
- Maintaining security-related equipment (including without limitation restraint devices such as waist chain sets, leg irons and stun belt devices).

ATTACHMENT 2

FUNDING STANDARDS

The Council approved the following standards, effective August 25, 2006.

1. The costs for professional support staff for security operations are capped at 1.5 percent of a court's security base budget.
2. The following standards apply for security supplies and equipment:

	Cost	Life/Years	Annual
Ammunition (300 rounds/year)	50	1	\$ 50
Baton/Nightstick	43	10	4
Bulletproof Vest	589	5	118
Handcuffs	38	10	4
Holster	85	6	14
Leather Gear	145	5	29
Chemical Spray	37	2	19
One Primary Duty Sidearm	678	10	68
Taser Gun ¹	[800]	5	[160]
Uniform Allowance	850	1	850
Total Annual Cost per FTE			\$ 1,155²

3. The mileage rate for court security transportation, exclusive of prisoner or detainee transport to or from court, is the rate authorized by the State Department of Personnel Administration as the vehicle use standard as it may change from time to time.
4. The standard supervision/management security funding standard of 1 supervisor/manager per 12 nonsupervisory employees is adjusted to provide the following where the ratio is less than 1.0:
 - If a court pays supervision/management costs, the actual ratio should be used;
 - If a court does not pay for supervision/management services, but the ratio is 0.25 to 0.99, the actual ratio should be used; or
 - If the ratio is between 0.01 and 0.24 and the court does not pay supervision/ management costs, no funding should be provided.

¹ The standard for taser guns is subject to receipt in the future of SB 1396 funding for that cost.

² This total excludes any allowance for the cost of taser guns.