



Contract Number

24-574

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	<u>Kelly Welty, Chief Deputy Director</u>
Telephone Number	<u>909-387-3649</u>
Contractor	<u>Superior Court of California, County of San Bernardino</u>
Contractor Representative	<u>Anabel Z. Romero, Court Executive Officer</u>
Telephone Number	<u>(909) 708-8767</u>
Contract Term	<u>07/01/2024 to 06/30/2027</u>
Original Contract Amount	<u>-----</u>
Amendment Amount	<u>-----</u>
Total Contract Amount	<u>-----</u>
Cost Center	<u>4430001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

This Memorandum of Understanding (MOU) for court security services is between the Superior Court of California, County of San Bernardino (COURT) and the County of San Bernardino (COUNTY), through the San Bernardino County Sheriff/Coroner/Public Administrator (SHERIFF), hereinafter referred to individually as a "party" or collectively as "parties".

BACKGROUND

1. Pursuant to Government Code section 69921.5, 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 and under Government Code section 30025 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 the SHERIFF.
3. The Superior Court Security Act of 2012 (Government Code sections 69920–69927) 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 COURT and 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. As stated in Government Code section 69920, nothing in the Superior Court Security Act of 2012 “is intended to, nor should it, result in reduced court security service delivery, increased 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 and Duration

- 1.1. The effective date of this MOU is July 1, 2024.
- 1.2. As provided in Government Code section 69926, subdivision (f), this MOU will remain in effect, to the extent consistent with applicable law, until June 30, 2027, or the parties enter into a new memorandum of understanding, whichever occurs first.

2. Definitions

- 2.1. **Emergency Services** are services provided in response to unforeseen exigent circumstances outside the day-to-day operations of the COURT.
- 2.2. **Judicial Protection Services** are services requested by the Presiding Judge or designee as set forth in California Rules of Court, rule 10.172(f), for the purposes of providing additional security to judicial officers and employees of the COURT.
- 2.3. **Level of Service** is the number of staff provided by SHERIFF to COURT, including associated administrative support, equipment, and incidentals.

3. Scope of Services

- 3.1. Security Services. SHERIFF will provide court security services (Security Services) as outlined in Government Code section 69922, subdivision (b)(1–6). SHERIFF will: 1) determine the method and details of providing the Security Services; 2) manage, direct, supervise, and determine the means of performing the Security Services, and 3) employ and control persons utilized by SHERIFF in the performance of the Security Services.
- 3.2. Court Security Plan. SHERIFF will work in conjunction with the Presiding Judge or designee as set forth in California Rules of Court, rule 10.172(f), to develop a comprehensive court security plan (Court Security Plan) that includes a mutually agreed upon law enforcement security plan to be utilized by COURT, as set forth in California Rules of Court, rule 10.173.
- 3.3. Court Security Committee. SHERIFF will designate a representative to be a member of a committee (Court Security Committee) established to develop the Court Security Plan and will work cooperatively on the formulation of policies and procedures related to the Court Security Plan.
- 3.4. Training.
 - 3.4.1. Costs of recruiting and hiring Court Security personnel shall not be chargeable to COURT or to the local Trial Court Security Account established pursuant to Government Code section 30025, subdivision (f)(10).
 - 3.4.2. Costs for SHERIFF personnel for basic academy training needed to obtain peace officer status shall not be chargeable to COURT or the local Trial Court Security Account.

3.4.3. Allowable costs to be reimbursed from the local Trial Court Security Account shall include:

- a) Ongoing training required to be eligible for a court security (Court Security) assignment by the Commission on Peace Officer Standards and Training; **and**
- b) Any specialized training specific to a Court Security assignment as agreed upon by COURT and SHERIFF.

3.5. Deputy Overtime. The parties agree to manage their resources to minimize the use of overtime. SHERIFF will make every effort to limit the use of overtime in providing the Security Services and COURT will make reasonable efforts to manage its calendar and conclude its proceedings in a timely manner to avoid the need for SHERIFF'S personnel to work overtime.

SHERIFF agrees to track actual overtime costs and limit reimbursement for overtime from the local Trial Court Security Account to the actual and reasonable overtime costs incurred.

3.6. Equipment. The initial cost of vehicles or personal safety equipment used for court law enforcement services shall not be charged to COURT or to the Trial Court Security Account.

3.7. Professional Support Staff. SHERIFF shall be reimbursed from the local Trial Court Security Account for the actual and reasonable salaries, employer-paid benefits, and overtime for SHERIFF-provided staff performing support functions for COURT law enforcement services, as specified in Section 6.

3.8. Standards of Performance. SHERIFF will be the appointing authority for all personnel providing Security Services to COURT. 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 judicial officers, COURT employees and all persons utilizing the services of the COURT. 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 or reassignment of any SHERIFF personnel for any reason and SHERIFF will expeditiously remove or reassign such personnel.

Except for temporary bailiff assignments, selection from a pool of candidates submitted by SHERIFF, and retention of a regularly-assigned bailiff to a courtroom shall require mutual assent between the judicial officer and SHERIFF. SHERIFF shall not transfer or reassign deputies who are regularly assigned as bailiff to a courtroom without first coordinating with COURT, except when the following conditions exist:

- a) Exigent circumstances, such as FMLA
- b) Disciplinary action or substandard performance by the employee
- c) Promotion or other career advancement opportunity for the employee
- d) Transfer or reassignment request by the employee
- e) When the judicial officer is away from COURT
- f) When bailiff services are not required in the courtroom, in which event the bailiff may be temporarily assigned other COURT security-related duties
- g) Emergency or disaster situations (as determined by SHERIFF) requiring the deployment of regularly assigned individuals after providing notice to the COURT if closure of courtrooms or courthouses may be required

3.9. Detention Facilities and Control of Inmates. The parties recognize that SHERIFF has the sole and exclusive authority to operate the COUNTY jail and has oversight and control of the prisoners in it. As part of that responsibility, SHERIFF establishes policies and procedures for the management of detention facilities and the application of inmate rules and regulations in accordance with applicable law. It is agreed that SHERIFF'S authority to control inmates and

enforce these policies, procedures, rules, and regulations continues during the transportation of inmates to and from the COURT and during their stay in COURT facilities.

- 3.10. Private Security Companies. Routine patrol of the grounds around the courthouses and building entry weapons screening are not included in the duties of SHERIFF's Court Security personnel under this MOU. These duties are performed by private security companies under contract with COURT. The parties agree that SHERIFF is not responsible for the supervision, work performance, or employee scheduling of any private security company personnel. Any issue involving private security employees, or their actions, will be the sole responsibility of COURT. SHERIFF acknowledges that the provision of perimeter screening and patrol of grounds around courthouses are important components of the overall Court Security Plan and agrees to work with COURT and COURT's contractors to maximize the safety and security of all persons in COURT facilities and premises.

4. Emergencies and Additional Services

- 4.1. Emergencies and Court Security Deputies. SHERIFF may utilize Court Security deputies to provide enhanced security to court employees and those persons who attend COURT, as necessary, by responding to emergencies and other calls for assistance at locations within and immediately surrounding a COURT facility. Emergency law enforcement services outside the scope of daily COURT operations may not be charged to COURT or the Trial Court Security Account.

- 4.2. Deployment of Special Assets for Emergencies and Complex Criminal Investigations. In the event of an emergency, SHERIFF shall provide, at no charge to COURT or the Trial Court Security Account, services of the Special Weapons and Tactics Team, Crisis Negotiation Team, Arson/Bomb Unit, K-9 units, Scientific Investigations Division, Criminal Intelligence Division, Crime Impact Team, and detectives. SHERIFF shall also provide, at no charge to COURT or the Trial Court Security Account, the services of such units for complex criminal investigations, including judicial threats, when such services are deemed necessary by SHERIFF.

- 4.3. Judicial Protection Services.

- 1) At the request of the Presiding Judge or designee as set forth in California Rules of Court, rule 10.172(f), SHERIFF shall provide special judicial protection (Special Judicial Protection) services. These services shall include:
 - a. Coordinating and providing personnel and resources for individual protective details outside of courthouses to any local COURT judicial officers and other members of the judicial system.
 - b. Security services for any judicial conferences or other significant gatherings of members of the state judiciary and other dignitaries requiring additional security resources over and above the level of services established under Section 6 of this MOU.
- 2) Costs associated with the Special Judicial Protection services are not covered by the Trial Court Security Account. SHERIFF shall charge COURT separately for the actual and reasonable costs of providing Special Judicial Protection services. Those costs include, but are not limited to, salary and benefits of personnel, travel fares, meals, and lodging. The billings for such services shall contain an itemized accounting of all charges for services provided with supporting documentation.

- 4.4. Judicial Safety Program. SHERIFF shall provide at no cost to COURT or to the Trial Court Security Account a Judicial Safety Program, which includes defensive driving techniques, range training, and personal security recommendations for COURT judicial officers. This program also includes assessing potential threats that have a nexus to the official status of any judicial officers and high-

level COURT personnel, and determining appropriate protective recommendations for the affected person when he or she is away from the courthouse.

5. Compensation

- 5.1. Payment for Services. Subject to the provisions of Government Code sections 30025–30029.12, SHERIFF shall be reimbursed from the local Trial Court Security Account for the actual and reasonable costs of services rendered to COURT pursuant to this MOU and as allowed by law. COUNTY has established a Trial Court Security Account from the Local Revenue Fund 2011, pursuant to Government Code section 30025, subdivision (f)(2)(A). SHERIFF will continue to provide the Services notwithstanding any delay or disruption in funding from the State. Pursuant to Government Code section 69923, subdivision (a), COURT shall not pay SHERIFF for court security services and equipment except as otherwise provided in Government Code section 69920 et seq. Unless otherwise stated in this MOU, all services and equipment provided by SHERIFF, up to the 2011 Level of Service (as defined in Section 6.1), shall be funded by the local Trial Court Security Account.
- 5.2. Establishment of Costs. Personnel costs outlined in this MOU shall be determined by the salary and benefits of such personnel, as set forth in the most current employment MOUs between County employees and COUNTY. COUNTY's Countywide Cost Allocation Plan (COWCAP) is not reimbursed as part of this MOU.
- 5.3. Adjustments. The costs to be charged for salary and benefits for COURT services personnel shall be adjusted periodically to reflect any changes in the employment MOU between these COUNTY employees and COUNTY. SHERIFF shall notify COURT of adoption by the COUNTY of any such modification in the MOU between these COUNTY employees and COUNTY. Such adjusted costs to the local Trial Court Security Account shall take effect on the same date as SHERIFF incurs such adjusted cost. The COUNTY agrees to provide an estimated full year cost impact for the adjustment(s).

6. Level of Service

- 6.1. As stated in Government Code section 69920, nothing in the Superior Court Security Act of 2012 is intended to, nor should it, result in reduced court security service delivery or increased obligations on sheriffs or counties. COURT and SHERIFF understand that the Superior Court Security Act of 2012 requires the SHERIFF to provide, at minimum, the Level of Service it rendered to COURT in 2011 (2011 Level of Service), which included 143 deputies. In 2017, Assembly Bill 103 allocated an additional \$140,000 in funding for the six months remaining in the 2017-18 fiscal year to provide security for two additional judicial positions allocated to the COURT. Full-year funding began in 2018-19 at \$280,000 per year. Starting with the 2019-20 fiscal year, \$840,000 has been allocated annually for six additional judicial positions allocated to the COURT. The State resources to fund the provision of court Security Services have not kept pace with the rising costs of actually providing the services. Therefore, COURT and SHERIFF agree that they will collaborate to limit the impact of state budgetary constraints and collaborate on a spending plan for any new security realignment funding appropriations by the State of California for the provision of services for the benefit of the citizens of San Bernardino County and to strive to increase these resources over time. To that end:
 - a) SHERIFF will use its personnel in a manner that avoids unnecessary staff (including overtime) costs;
 - b) COURT and SHERIFF will collaborate to seek efficiencies in the use of security personnel, including examining calendaring, scheduling, and holding processes;
 - c) COURT, SHERIFF, and COUNTY will work individually, and within their respective statewide organizations, to advocate for sufficient funding to maintain adequate levels and stable funding for Security Services.

- 6.2. Should the future need for Security Services exceed the Level of Service set forth in 6.1, COURT and SHERIFF will meet and confer in good faith about increasing the Level of Service under this MOU.
- 6.3. Should additional judgeships be created for the COURT without the funding necessary to support the increased security needed for these positions, the parties shall meet to determine how the security will be provided.

7. Dispute Resolution

- 7.1. Issues that may arise from this MOU will be resolved by the Court Executive Officer and the Sheriff's Court Services Captain. Pursuant to Government Code section 69926, subdivision (c), the parties will meet in a good faith effort within five (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. If the matter is not resolved at that level, the parties may utilize the process described in Government Code section 69926, subdivision (d). 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.

8. Miscellaneous Provisions

- 8.1. Audits and Inspection of Records. Each party agrees to 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 copies of records related to matters covered by this MOU. 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.
- 8.2. SHERIFF shall keep COURT apprised of any additional funding requests made to the State as they relate to COURT Security Services.
- 8.3. Indemnification. 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.
- 8.4. Waiver of Pro Rata Risk Allocation. COURT and SHERIFF waive the pro rata risk allocation set forth in Government Code section 895.6. Instead, they agree if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this MOU, the parties' respective pro rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.
- 8.5. Insurance. COUNTY and COURT are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this MOU.
- 8.6. 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.
- 8.7. Legislative Changes. If any changes are made to the Superior Court Security Act of 2012 or to

regulations or Rules of Court adopted pursuant thereto, or to any successor legislation or regulations, or if the State imposes any budget requirements or limitations applicable to this MOU and the services to be provided hereunder, then:

- a) **Mandatory Changes.** To the extent any of the changes are of mandatory application, such change(s) shall apply to the parties and this MOU, and this MOU shall be deemed to be amended consistent with such change(s) except to the extent that such change(s) alter(s) a material provision of this MOU. In that case, such material provision shall be voidable, and the parties will negotiate to amend the MOU as necessary.
- b) **Non-mandatory Changes.** To the extent that any of the changes are not of mandatory application, such change(s) shall not affect this MOU or the right or obligations of COURT and SHERIFF under this MOU unless the parties mutually agree to subject themselves to such change(s) by amending this MOU.

8.8. Entire Agreement. This MOU 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.

8.9. 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:

COUNTY:

Shannon D. Dicus, Sheriff/Coroner/Public
Administrator
San Bernardino County Sheriff/Coroner/Public
Administrator – Contracts Unit
655 East Third Street
San Bernardino, CA 92415-0061

COURT:

Anabel Z. Romero, Court Executive Officer
Superior Court of California, County of San
Bernardino
247 West Third Street, 11th floor
San Bernardino, CA 92415-0302

8.10. Cooperation. SHERIFF and 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 the parties' agreements hereunder.

8.11. 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 MOU.

8.12. 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 party.

8.13. Applicable 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.

8.14. Severability. If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8.15. This MOU and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other mail transmission), which

signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

IN WITNESS WHEREOF, the parties have executed this MOU.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

(Print or type name of corporation, company, contractor, etc.)

By ► *Anabel Z. Romero*
Anabel Z. Romero (May 22, 2024 15:47 PDT)
(Authorized signature - sign in blue ink)

Name Anabel Z. Romero
(Print or type name of person signing contract)

Title Court Executive Officer
(Print or Type)

Dated: May 22, 2024

Address 247 West Third Street, 11th floor
San Bernardino, CA 92415-0302

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Grace B. Parsons*
Grace B. Parsons, Deputy County Counsel
Date 05/28/2024

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *Kelly Welty*
Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date 5/22/24

**ATTACHMENT A
SHERIFF'S ESTIMATED COURT SECURITY COSTS
FISCAL YEAR 2024/25 THRU 2026/27**

Position	FTE	2024-25 Total Salary and Benefits	2025-26 Total Salary and Benefits	2026-27 Total Salary and Benefits
Deputy Sheriff	143	\$ 35,171,384	\$ 38,222,502	\$ 41,337,635
Office Assistant III	1	\$ 69,521	\$ 75,187	\$ 81,315
Secretary I	1	\$ 96,455	\$ 104,316	\$ 112,818
Sheriff's Captain	1	\$ 566,005	\$ 612,134	\$ 662,023
Sheriff's Custody Specialist	4	\$ 424,490	\$ 459,086	\$ 496,501
Sheriff's Lieutenant	4	\$ 1,597,990	\$ 1,736,616	\$ 1,878,150
Sheriff's Sergeant	9	\$ 3,027,816	\$ 3,290,479	\$ 3,558,653
TOTAL COSTS	163	\$ 40,953,661	\$ 44,500,320	\$ 48,127,096

Projected State Reimbursement	\$ 33,906,644	\$ 33,906,644	\$ 33,906,644
Additional Reimbursement	\$ 1,120,000	\$ 1,120,000	\$ 1,120,000
TOTAL REIMBURSEMENT	\$ 35,026,644	\$ 35,026,644	\$ 35,026,644