



LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

Administration
Phone: (530) 251-8013
Fax: (530) 251-2884

Dispatch
Phone: (530) 257-6121
Fax: (530) 257-9363

Civil
Phone: (530) 251-8014
Fax: (530) 251-2884

Adult Detention Facility
Phone: (530) 251-5245
Fax: (530) 251-5243

Dean F. Growdon
Sheriff - Coroner

To: Lassen County Board of Supervisors

From: Dean F. Growdon, Sheriff-Coroner

Date: June 1, 2022

A handwritten signature in blue ink, appearing to read "D. Growdon", is written over the "From:" line and extends into the "Date:" line.

Agenda Date: June 14, 2022

Discussion:

The Lassen County Sheriff's Office (LCSO) provides court security services for the Superior Court of California, County of Lassen. Some of the revenues come directly from the State, to the County, as part of 2011 Public Safety Realignment as well as an additional allocation based on providing services in the new/larger court facility. Additional funds come directly from the local courts to cover the cost of providing screening, control room, and perimeter security. These services and revenues are managed by way of a MOU between the County and the Courts. The current MOU was signed in 2020, and there was no successor MOU adopted in 2021.

Court security funding is a complicated issue in California. The Sheriff is required to provide certain services including Bailiff and managing the Court Holding Facility, while facility and perimeter security are the responsibility of the individual courts. The reality is, it is hard to split these responsibilities and maintain adequate staffing to support the operation. It is in the best interest of the people for these services to be provided by one agency.

The current relationship with the Courts and Presiding Judge is positive, and we hope to continue to build a solid working relationship that benefits the Courts, and the County.

Fiscal Impact:

Revenue of \$333,647 for the 2022/2023 fiscal year.

Recommendation:

That the Lassen County Board of Supervisors approve the proposed Memorandum of Understanding between the County of Lassen and the Superior Court of California, County of Lassen, and authorize the Chairman to sign the MOU.

**MEMORANDUM OF UNDERSTANDING
FOR COURT SECURITY SERVICE FUNDING BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN
AND
THE LASSEN COUNTY SHERIFF**

Section 1 Parties

This Memorandum of Understanding ("Agreement") is made and entered into by the Superior Court of California, County of Lassen ("Court"), and the Lassen County Sheriff ("Sheriff"). The Sheriff is an elected official of the County of Lassen ("County").

Section 2 Terms of Agreement

This Agreement is effective as of June 1, 2022 and expires on May 31, 2023. This agreement supersedes the previous court security funding agreement between the Court and Sheriff approved by the Lassen County Board of Supervisors on June 1, 2020. This agreement shall be considered renewed annually unless 90 day advance written notice of termination is given to the other party.

Section 3 Scope of Services

3.1 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 (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, supervise and determine the means of performing the Security Services, and will employ and control persons utilized or contracted with the Sheriff in the performance of the Security Services.

3.2 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.

3.3 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 10.12 of the California Rules of Court in accordance with Government Code 69925. The parties will review and update the court security plan annually.

3.4 Staffing Levels and Assignments

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 and Court Executive Officer to develop best practices and the law enforcement security plan by Government Code Section 69925. Deputies assigned to Court Security are under the supervision of the assigned Sergeant. The Sheriff's Office is responsible for law enforcement, inmate management, security in the courtroom, security at the entry screening stations and roving security at the courthouse

The Sheriff's Office will assign (1) full time (FTE) Sergeant, who will be responsible for overseeing Court Security staff, the overall operation of the Court services security and will be the liaison between the Court and Sheriff's Office. This position will also be available to provide relief coverage as necessary.

The Sheriff's Office will assign (2) full time (FTE) bailiffs Monday through Friday, during court operating hours. The Court shall have a uniformed, armed officer present at all times during business hours regardless of whether court is in session.

The Sheriff's Office will assign (1) full time (FTE) Correctional Deputy (at minimum), to provide services in the Hall of Justice (HOJ) holding area. This position may be utilized to fulfill duties of extra bailiff (.50) or relief security officer, extra security or to enhance the security effort as long as it has not negative impact on court operations. This position shall not be utilized to fulfill transportation officer needs, as those duties are the responsibility of the county.

The Sheriff's Office will assign (3) full time (FTE) Security Officers (interchangeable with Correctional Deputies), to staff entrance screening, camera room and perimeter security areas. It is understood by the Court and the Sheriff's Office, if the Sheriff is unable to fill this position with a full-time security officer, a full-time Correctional Deputy a part-time/extra-help security officer, a Deputy Sheriff may be assigned to cover the vacant position.

3.5 Communication

The Sheriff's Office shall communicate contact information regarding the designated supervisor to the Court Executive Officer.

The Sheriff's Sergeant shall coordinate and communicate staffing changes, concerns, policies and procedures with the Court's Court Executive Officer on a consistent basis. Open and frequent communication is encouraged and supported.

The Court Executive Officer and the Sheriff's Sergeant will work collaboratively to coordinate security communications via meetings, e-mail, joint memorandums, policies, procedures, and manuals when at all possible and encourage a joint effort to facilitate security operations at the court.

The Court Executive Officer will be the direct contact for the Sheriff and designee. Generally, the Presiding Judge, the Court Executive Officer, Sheriff and designee will communicate and review policies, practices, MOU and stature related issues as well as effectiveness of security operations from time to time.

The Presiding Judge, Court Executive Officer, Sheriff and designee will meet no less than quarterly to discuss the status of security operations.

Section 4 Purpose and Background

The parties acknowledge that court security is an essential component of court services. Pursuant to the 2011 Realignment Act (AB118), a portion of security funding was removed from the Court's budget and allocated directly from the State of California Controller ("State") to the County Trial Court Security Account (TCSA) to provide security services. The parties further acknowledge that, as of September 1, 2013, the Sheriff assumed responsibility for providing all security services pursuant to the Government Code sections 69920-69927, to include those services previously provided by the former Court security personnel, and contract security personnel.

4.1 Compensation

The parties acknowledge that the Court receives allocations for security services from the Judicial Council of California (JCC), annually and subject to future adjustments by the JCC. Court Security Services annual compensation is presently the amount of \$333,647.

The Sheriff's Office shall invoice the Court quarterly. The first quarter shall commence June, July and August; second quarter September, October and November; Third quarter December, January and February; Fourth quarter March, April and May. Invoice shall be paid within 30 days of receipt of invoice.

4.2 Employee Status

It is specifically and expressly understood that this Agreement creates no employer-employee relationship among the parties or between party and the other's personnel.

4.3 Termination/Modification of Practices/Amendment of Agreement

Either Party may terminate this Agreement with or without cause by providing 90 days advance written notice to the other party, with the understanding that this Agreement will remain in effect to the extent consistent with applicable law and as provided in Government Code section 69926(f) until the parties enter into a new Agreement. The parties shall cooperate reasonably to modify their practices and amend this Agreement to reflect any changes in applicable law. No amendment to this Agreement is valid except in writing executed by all parties to this Agreement.

4.3 Full Agreement

This Agreement consisting of three (6) pages constitutes the entire Agreement among the parties regarding funding for Court Security Services, and supersedes any and all other previous or contemporaneous agreements, representations, and warranties, whether oral or written, only as they may relate to this topic.

4.4 Waivers

Any waiver by a party hereto of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

4.5 Counsel and Drafting

Each party hereto, by its due execution of this Agreement, represents to the other party that it has reviewed each term of this Agreement with its counsel, or has had the opportunity for such review with its counsel. No party shall deny the validity of this Agreement on the ground that such party did not have the advice of counsel. Each party hereto has had the opportunity to participate in drafting and preparation of this Agreement. The provisions and terms of this Agreement shall be interpreted in accordance with the plain meaning thereof, and shall not be construed in favor or against either party.

4.6 Counterparts

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

4.7 Severability

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way, and the parties wish for this Agreement to be reformed by the Court to the greatest extent possible to reflect their original intent.

4.8 Governing Laws

This Agreement shall be construed under the laws of the State of California, without regard to its conflict of law provisions.

4.9 Liability to Third Parties: Indemnification

The parties waive pursuant to Government Code Section 895.4 the pro rata (per capita) risk allocation provided by Government Code Section 895.6. Each party shall defend, indemnify, and hold the other harmless, to the maximum extent permitted by law, from claims, damages, expenses, and liabilities, including attorney fees and costs, that arise out of its duties or obligations, and those of its governing board members, officers, judicial officers, judges, subordinate judicial officers, employees, representatives, or agents, under this Agreement, or from the negligence or willful misconduct of itself or any of the foregoing. The parties' duties of indemnity do not apply to the extent a claim, damage, expense, or liability arises out of an indemnified party's failure to perform this Agreement, or an indemnified party's negligence or willful misconduct. The right to be indemnified extends to an indemnified party's officers, judicial officers, judges, subordinate judicial officers, board members, employees, representatives, and agents.

4.10 Compliance with Laws

Notwithstanding any provision to the contrary contained in this Agreement, the parties agree that no provision of this Agreement shall require any party to violate any applicable statute, rule of law or regulation.

Signatures

This Agreement, which is effective on the date set forth in Section 2, is executed by the parties on the dates indicated below.

Approved as to form:

FOR COURT:

Mark R. Nareau, Presiding Judge
Superior Court of California, County of Lassen

Date

Teresa M. Stalter, Court Executive Officer
Superior Court of California, County of Lassen

Date

FOR SHERIFF:

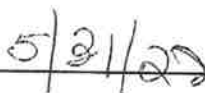
Dean F. Growdon, Lassen County Sheriff-Coroner

Date

APPROVED:
COUNTY OF LASSEN

By:  _____

Lassen County Counsel

 _____

Date

By: _____

Chairman of the Lassen County Board of Supervisors

Date