



COUNTY OF DEL NORTE

Office of the Sheriff - Coroner

650 5TH Street

Crescent City, California 95531



Main Office	Fax	Admin	Civil	Jail
464-4191	465-5742	464-9521	464-9518	464-8718

DEAN WILSON
Sheriff-Coroner

TIM ATHEY
Operations Commander

BILL STEVEN
Corrections Commander

FOR THE MEETING OF: February 26, 2007

TO: Jeannine Galatioto, County Administrative Officer
and the Honorable Board of Supervisors

FROM: Dean Wilson, Sheriff-Coroner

DATE: February 20, 2008

SUBJECT: Contract Amendment Agreement with Del Norte County Superior Court

RECOMMENDATIONS:

Approve and adopt the attached agreement with the Del Norte County Superior Court for court bailiff services and establish an additional Deputy Sheriff I/II/III position assigned to the Court/Bailiff Unit effective 3/1/08. The court intends to put the metal detector into service and has included an increase in revenue in order to fund the additional deputy.

BACKGROUND / DISCUSSION:

The Sheriff's Department provides court bailiff services to the Del Norte Superior Court. The previous one (1) year agreement expired on June 30, 2007.

FINANCING:

N/A No cost to the county

County Counsel Review/Sign Off

Personnel Review/Sign Off

C.A.O. Review/Sign Off

**MEMORANDUM OF UNDERSTANDING
BETWEEN DEL NORTE SUPERIOR COURT AND
DEL NORTE COUNTY SHERIFF'S DEPARTMENT
FOR COURT SECURITY SERVICES**

RECITALS

This agreement is made by and between the Del Norte County Sheriff's Department, hereinafter referred to as "Department" and Del Norte Superior Court, hereinafter referred to as "Court", for court security services.

This agreement is entered into in acknowledgement of Assembly Bill 233 and Senate Bill 1396.

The purpose of this Agreement is to satisfy the requirements of California Government Code and to implement the provision of Court Security Services included in Court Operations and the reimbursement of County and Sheriff by Court in accordance with the Budget Act. Nothing in this Agreement is intended to or shall be deemed to limit, expand or otherwise change the definition of Court Operations or "allowable costs" under the Act and Rule 810 of the California Rules of Court, or to impose any obligation on Court to pay County or Sheriff for any services, equipment, costs, expenses or liabilities of whatever nature except as are included in Court Operations as allowable costs in the Act and Rule 810.

AGREEMENT

This Agreement supersedes and replaces any Agreement or Memorandum of Understanding between Court and Sheriff/County for Court Security Services.

The Sheriff and the Court will continue to facilitate a fiscally responsible plan to provide an environment for the safe operation of the courts that balances with the need for citizens to have equal and fair access to the court and effective day to day operations.

SCOPE OF WORK

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition herein, the parties agree as follows:

(a) The Court designates the Del Norte County Sheriff, or his designee, to be responsible to the Court for all matters relating to its security, including the security of the courtrooms, buildings and grounds. The Sheriff shall be in operational command of all peace officers and others charged with the court security function while acting in that capacity.

(b) The Sheriff shall provide 3.5 full-time equivalent employees as Bailiff/Deputy Sheriff Officers to meet the needs of the court for courtroom security. The 3.5 full-time equivalent employees are to cover whenever court is in session in

Department One and Department Two on a daily basis. The 3.5 full-time equivalent employees are to cover all traffic matters scheduled in Department Three on Monday, and Thursday afternoons and juvenile traffic matters on Wednesday afternoons. The 3.5 full time equivalent employees are also to cover Department of Child Support Services cases when in session in Department Three on the second and fourth Tuesdays of each month. The 3.5 full-time equivalent employees will also cover any and all matters in Department Three for an outside or assigned judge as necessary. The priority of these services will be all matters in Department One and Department Two unless otherwise advised by the court.

(c) The Bailiff/Deputy Sheriff Officers duties shall include, but not be limited to, the following:

(1) Courtroom security and traditional bailiff duties including assisting court staff as needed.

The deputy in attendance upon the court shall act as follows. He/she shall call the parties and witnesses and all other persons who appear before the court to order. There is no statutory manner in which the bailiff shall proclaim the opening of court. The customary opening of Superior Court is: "All rise, the Superior Court of the State of California, County of Del Norte, is now in session, the Honorable _____, Judge Presiding. . . Please be seated".

As a general rule, with the approval of the judge, an informal opening is used after the recesses and for the afternoon session. An informal opening usually consists of "Remain seated and come to order, the court is again in session." When in doubt, ask the judge what his/her preference is.

(2) Preserving courtroom order.

(3) Protection of judicial officials and the general public.

(4) Care and custody of prisoners.

(5) Care and custody of jurors.

(6) Managing the holding cells for county inmates scheduled to appear in court and providing perimeter security, including patrolling the hallways and court clerk's office, when court is not in session.

(7) Emergency alarm dispatch. The parties acknowledge that a protocol is maintained at the Department's Communications Center.

(d) The Sheriff and the Court agree to develop a plan continuum with the court calendars for the movements of inmates. The plan shall provide that the movement of prisoners will be conducted in a manner (1) to reduce the number of trips and the amount of time escorting inmates between the jail and the courthouse (2) to utilize the courthouse holding cell area, when not in use by the State Department of Corrections for Pelican Bay inmates and to reduce risk to the public and county and court employees.

(8) Open, lock or secure courtroom and building doors as necessary.

(9) In providing the services, assigned department personnel shall not engage in unproductive behavior during work hours such as excessive socializing with litigants, court staff and the public.

(10) Any other duties that may be assigned.

(e) The Sheriff shall cooperate with Court to identify additional services that the department may provide daily in the event the security services described herein are unnecessary.

The court may request bailiff to work hours other than regular hours.

(f) The bailiff will follow the guidelines below in order to maintain the proper court decorum while court is in session.

(1) No smoking, talking, reading of newspapers or books, or any other disruptive behavior will be tolerated.

(2) Men shall not be allowed to wear any form of headgear, except for religious reasons.

(3) Tank tops, shorts and bare feet are generally prohibited.

(4) During trials, especially jury trials, refrain from unofficial contact with the attorneys, witnesses or jurors, which might convey the impression of partiality. The bailiff shall refrain from commenting on evidence, orders, judgments, verdicts or the conduct of attorneys, witnesses and jurors, regardless of personal opinion.

(5) When a witness is called to testify, the bailiff shall notify the witness to come forward and will direct him/her to the witness stand.

(6) Depending upon the proceeding before the court, the bailiff may be seated or remain standing. In any case, the bailiffs will alertly observe the courtroom for any situation that may arise.

(7) When prisoners are present, the bailiff shall take up a position so as to prevent an escape.

(8) The bailiff should be aware of exhibits offered as evidence. The bailiff may be asked to assist the clerk in managing the exhibits.

(9) When courtroom security personnel notice any violation of courtroom regulations, they shall deal with the violation in a courteous, diplomatic manner. If such violation requires action by the bailiff or other court security personnel, the violation shall be communicated to the offending person in a private and discreet manner. In the event the offending person becomes argumentative or disruptive, he/she will be taken outside of the courtroom depending upon the circumstances, the person may be asked to wait outside until their case is called. The bailiff will then call them back into the courtroom. Individuals with babies or small children who cannot control them will be handled in this same manner.

RATE OF COMPENSATION

For the first year of this Agreement, Court will compensate Sheriff for provision of security services in an amount of \$261,000.00 per year, payable at the rate of \$21,750.00 per month.

Department will present to the Court for statistical purposes a summary of time spent by each Bailiff/Deputy Sheriff for Court Security by the 10th day of each and every month for the prior month's services performed. The Court shall issue payment within ten (10) days of receipt of the summary.

The Department can provide said summary electronically to the Court Executive Officer. The Court shall deem the electronic submission as signed by the Department if it is submitted as required by the Court.

In the event that Department One, Department Two or Department Three is not covered by a Bailiff for a period of one-half hour or longer, the monthly rate of compensation will be reduced by the number of hours the court is not covered times the average of a bailiff's hourly rate per hour. The Court Executive Officer will notify the Sheriff, or his designee, of the incident and they will schedule a meeting to resolve the problem. The reduction of the monthly rate of compensation will be held in obedience for a period of time not to exceed 90 days in order to resolve the problem.

In the event of a "high profile" trial or an extraordinary need for additional security, the Court Executive Officer and the Sheriff, or his designee, will meet and resolve the need for additional funding for such an extraordinary need.

The parties agree that the time of the bailiff for the Department of Child Support Services cases, which are held the second and fourth Tuesdays of each and every month is to be billed to the Court separate and apart from this agreement. That time will be billed at an hourly rate of \$40.00, not to exceed sixteen hours per month.

TERM OF AGREEMENT

This Agreement will become effective March 1, 2008 or as soon as the court is provided with the 3.5 bailiff positions and will end on June 30, 2008. This Agreement will continue on a month to month basis thereafter unless either party gives notice at least 45 days prior to the expiration of its intention to terminate this Agreement or this Agreement is hereby modified in writing.

STATE AND FEDERAL TAXES

Court will not withhold state or federal income tax from Department's payments. Department shall pay all taxes incurred while performing services under this agreement, including all applicable income taxes and, if Department is not a corporation, self-employment (social security) taxes. Upon demand Department shall provide Court with proof that such payments have been made.

FRINGE BENEFITS

Department understands that it is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the Court.

WORKERS' COMPENSATION

Court shall not obtain workers' compensation insurance on behalf of Department or Department's employees. If Department hires employees to perform any work under this Agreement, Department will cover them with workers' compensation insurance.

Court shall make no state or federal unemployment compensation payments on behalf of Department or Department's employees or contract personnel. Department will not be entitled to these benefits in connection with work performed under this Agreement.

EXCLUSIVE AGREEMENT

This is the entire Agreement between Department and Court.

TIME OF THE ESSENCE

Time is of the essence of this Agreement. 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 of 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.

INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed by 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 Court and Department 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 costs, damage or liability imposed for injury 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 Agreement. 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 Agreement.

NOTICES

Except as otherwise provided herein, all notices and other communication in connection with this Agreement shall be given in writing and shall be considered given as follows:

When delivered personally to the recipient's address as stated on this Agreement
or;

Three days after being deposited in the United States mail, with postage prepaid
to the recipients address as stated on this Agreement, or

When sent by fax or e-mail to the last fax or e-mail address of the recipient known
to the person given notice. Notice is effective upon receipt provided a duplicate copy of
the notice is promptly given by first class mail, or the recipient delivers a written
confirmation of receipt.

THE COURT:

Court Executive Officer
Del Norte Superior Court
450 H Street, Room 209
Crescent City, California 95531

THE SHERIFF:

Clerk of the Board of Supervisors and Sheriff
County of Del Norte
981 H Street
Crescent City, California 95531

NO PARTNERSHIP

This agreement does not create a partnership or relationship. Neither party has
authority to enter into contracts on the other's behalf.

TERMINATION OF AGREEMENT

If this Agreement terminates the parties agree to cooperate so that the transition
shall be made in a smooth and effective manner. If the Department elects or is removed
from the Agreement, Department may not assign it's interest in this Agreement to anyone
else without the consent of the Court.

SEVERABILITY

If any part of this Agreement is held unenforceable, the rest of the Agreement will
continue in effect.

FUNDING AVAILABILITY

Payment for services to the Department is based on funding by the State Judicial
Council for the Program of Court Security. Should the Court find that the State Judicial

Council will not allocate additional funding to the Court for Court Security, and the Court cannot continue to pay for services, the Court shall notify Department of the Court's inability to fund the program and immediately set a meeting to reopen negotiations for a new Agreement at a different rate or to terminate this Agreement. The Court shall owe all sums due Department up to the date of delivery of the Notification of Funding Shortfall by Court to Department.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2008, at Crescent City, Del Norte County, California.

DEL NORTE SUPERIOR COURT

COUNTY OF DEL NORTE

By _____
Court Executive Officer

By _____
Chair, Board of Supervisors

APPROVED:

ATTEST:

Robert Weir, Presiding Judge

Clerk of the Board of Supervisors

DEL NORTE COUNTY SHERIFF

Dean Wilson, Sheriff

APPROVED :



Deputy County Counsel