



County of Santa Cruz 0083

SHERIFF - CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060

(831) 454-2985 FAX: (831) 454-2353

MARK TRACY
SHERIFF - CORONER

November 26, 2001

Agenda Date: December 11, 2001

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

TRIAL COURT SECURITY CONTRACT AND ACCEPTANCE OF UNANTICIPATED FUNDS

Dear Members of the Board:

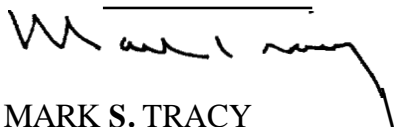
During the 2001/2002 Supplemental Budget, your Board approved the Sheriff's continuing contract for security services with the Santa Cruz County Superior Court in the amount of \$1,539,645. Due to the subsequent increase of \$274,000 from State Trial Court funds, a new agreement for 2001/2002 was formed for \$1,813,645. The additional funding will be used for one (1) additional Sheriff's Security Officer for security staffing services at the Watsonville Courthouse and the purchase of two (2) additional x-ray machines, one for the Water Street Detention Facility courtroom and one for the Watsonville courtroom. These costs will be \$37,182 and \$50,000 respectively. The Superior Court is in agreement with this proposal.

It is therefore RECOMMENDED that your Board:

1. Approve the contract with the County of Santa Cruz's Superior Court for court and perimeter security;
2. Authorize the Sheriff-Coroner to execute the contract;
3. Adopt the attached resolution accepting and appropriating \$274,000 in unanticipated funds from Trial Court Funding;
4. Approve the purchase of two (2) x-ray machines not to exceed \$50,000;

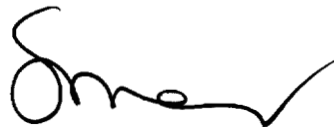
5. Add one Sheriff's Security Officer to the Perimeter Security Division (664002) of the Sheriff's Detention Bureau;
6. Direct the Personnel Department to take necessary classification actions.

Sincerely,



MARK S. TRACY
Sheriff-Coroner

Recommended,



SUSAN A. MAURIELLO
County Administrative Officer

cc: Sheriff-Coroner, Detention Bureau
Court Administrator
Auditor
General Services Department, Purchasing
Personnel Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0085

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Coroner, Detention Bureau

Brian Simpson (Signature) 11-26-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz / Sheriff's Office (Agency)
and, Superior Court of California, 701 Ocean St. Santa Cruz Room 120 (Name & Address)
2. The agreement will provide Courtroom and perimeter security, entry screening, prisoner escort and holding cell monitoring.
3. The agreement is needed as the state cannot provide these services.
4. Period of the agreement is from July 1, 2001 to June 30, 2002
5. Anticipated ^{REV} cost is \$ \$1,813,645 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue Contract
7. Appropriations are budgeted in 664003 (Index#) 0834 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

~~Appropriations are available and have been encumbered.~~
~~are not available and will be~~

Contract No. R 699 Date 11/28/01

GARY A. KNUTSON, Auditor - Controller

By G. Knutson Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Sheriff's Office to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks:

By CAH Date 11-29-01

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ BY _____ Deputy Clerk

21

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0086

Resolution No. _____

On the motion of Supervisor _____

duly seconded by Supervisor _____

the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from State of California
- _____ for Perimeter and Court Security program; and

WHEREAS, the County is recipient of funds in the amount of \$274,000.00 which are
either in excess of those anticipated or are not specifically set forth in the current fiscal year
budget of the County; and

WHEREAS, pursuant to Government Code Section 29130 (c) / 29064 (b), such funds may be
made available for specific appropriation by four-fifths vote of the Board of Supervisors;

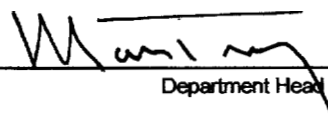
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$274,000.00 into
Department Sheriff-Coroner

T/C	index Number	Revenue Subobject Number	Account Name	Amount
1	664001	884	State - Local Agency	\$274,000.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	Account Name	Amount
_____	_____	_____	See Attachment A	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and
that the Revenue(s) (has been) (will be) received within the current fiscal year.

By 
Department Head

Date October 31, 2001

COUNTY ADMINISTRATIVE OFFICER

/ ✓ cdt / Recommended to Board

/ _____ / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of
 California, this _____ day of _____, 20____ by the following
 vote (requires four-fifths vote for approval):

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Date _____

Hanya A. Oberhelman III
 County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Date 11/29/01
K. Ray
 Auditor-Controller

Distribution:

 Auditor-Controller
 County Counsel
 County Administrative Officer
 Originating Department

TRIAL COURT FUNDING (AUD-60) ATTACHMENT A

INDEX 664001 / COURT SECURITY

SUB- OBJECT	DESCRIPTION OF SUB-OBJECT	Increase	
021 3105	Overtime	100,000	1
021 3110	Extra- Help	5,000	a
021 3140	Differentials	500	a
021 3360	Maintenance/Other Equipment	865	4
021 3451	Miscellaneous	10,007	5
021 3975	Special Miscellaneous	10,000	6
	TOTAL	126,372	✓

INDEX 664002 / PERIMETER SECURITY

SUB- OBJECT	DESCRIPTION OF SUB-OBJECT	Increase	
021 3100	Salaries	31,600	7
021 3110	Extra-Help	5,000	8
021 3140	Differentials	500	9
021 3150	OASDI	458	10
021 3155	PERS	458	11
021 3160	Employee Insurance	4,500	12
021 3360	Maintenance/Other Equipment	30,000	13
021 3451	Miscellaneous	10,000	14
021 3975	Special Miscellaneous	8,000	15
021 4154	Education/Training	2,900	16
021 4162	Lodging	1,023	17
021 4164	Meals	1,000	18
021 4166	Mileage	1,000	19
021 4168	Travel-Other	1,000	20
OR 8404	Fixed Assets	50,000	21
	TOTAL	147,628	

0441

TOTAL FOR BOTH

274,000 ✓

RECEIVED
SANTA CRUZ COUNTY
AUDITOR-CONTROLLER
01 NOV 28 PM 2:40

Superior Court of California, County of Santa Cruz
Contractor Agreement

0089

PROVISION OF COURT SECURITY
Fiscal Year 2001-2002

THIS CONTRACT is entered into by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CRUZ, hereinafter referred to as COURT, and the SANTA CRUZ COUNTY SHERIFF'S OFFICE, hereinafter referred to as SHERIFF.

WHEREAS, SHERIFF and COURT desire to work cooperatively to ensure the Courts in Santa Cruz County are among the safest and most efficient in the State; and

WHEREAS, Assembly Bill 233 (the Lockyer-Isenberg Trial Court Funding Act of 1997) provides that the State of California is responsible for the cost of "court operations" as defined in Government Code 77003 and California Rules of Court, Rule 810; and

WHEREAS, SHERIFF and COURT desire to set forth the full and entire understanding of both parties regarding security functions within the Court's boundaries and procedures for payment by COURT for the costs of such services;

IT IS THEREFORE AGREED AS FOLLOWS:

I. Term:

- A. Effective Dates: This agreement supercedes any other agreement and shall be effective for the 2001-2002 fiscal year and will be in full force and effect until terminated as set forth per section (C) "Termination" below.
- B. Retroactivity: As a matter of convenience to the parties, this Agreement may be approved retroactively by joint consent.
- C. Termination: In the event either party elects to terminate this Agreement, that party shall give written notice. The effective date of such action shall not be earlier than 12 months from the date of notice unless mutually agreed upon by both parties.
- D. Notices: Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

SHERIFF

Mark Tracy, Sheriff-Coroner
Santa Cruz County Sheriff's Office
701 Ocean Street, Room 340
Santa Cruz, California 95060

COURT

Christine Patton, Executive Officer/Clerk
Superior Court of California, Santa Cruz
701 Ocean Street, Room 120
Santa Cruz, California 95060

II. SHERIFF'S RESPONSIBILITIES:

- A. SHERIFF shall provide to the COURT those security service levels for court operations described in Exhibit "A" attached hereto and incorporated herein by reference.
- B. As the security provider for the COURT, the SHERIFF shall be consulted prior to the purchase of any security equipment. The SHERIFF shall be responsible for researching and recommending appropriate security equipment to be utilized in the Courts.
- C. The COURT recognizes the SHERIFF requires its personnel to gain experience from a variety of assignments. The Sheriff's policy is to assign its personnel to Court Security for at least one year. However, based on internal needs, the SHERIFF may rotate its personnel without consent of the COURT.

The SHERIFF and COURT shall meet and confer concerning levels of service. SHERIFF may consider COURT's recommendations regarding assignments or setting levels of service.

- D. Employment Status: Any person employed for the performance of such services and functions pursuant to this agreement with the COURT shall be SHERIFF's employees. No COURT employee shall be supervised or deemed an employee of the SHERIFF.

The management, direction and supervision of Court Security Services and public safety protection, standards and performance, discipline of deputies, and other matters incident to the performance of such services shall remain in the discretion of the SHERIFF. The SHERIFF shall be the appointing authority for all personnel provided to COURT by this Agreement.

SHERIFF acknowledges that Courts require standards of performance which demonstrate professional excellence in the execution of duties, interpersonal relations with COURT employees and all persons utilizing the services of the Court.

- E. Services provided to the COURT by the SHERIFF will include:

- 1. Courtroom security and regular Bailiff duties for 13 full time courtrooms, including two bailiffs assigned to Juvenile Court during the dependency calendar.
- 2. Perimeter security.
- 3. Entry screening into the main Court building in Santa **Cruz**, the Juvenile Court in Felton and the Watsonville Branch Court. Limited entry screening into the County Jail courtroom.
- 4. Prisoner escort to and from the courtroom holding cells on Court premises (not transportation of prisoners which is a county responsibility).
- 5. Holding cells monitoring.
- 6. Supervision of all Sheriff personnel assigned to Court Security.

- F. The COURT and SHERIFF agree that additional extraordinary security services may occur during the term of this Contract to ensure the public and court staff safety. Such services may be required for, but are not limited to, "highrisk" court appearances and/or trials, multiple defendant trials, critical incident response, civil disobedience and demonstrations, bomb threats, or other emergencies. In situations where it is known that additional security services are warranted, the SHERIFF and COURT will meet and confer about additional security related expenditures due to such extraordinary circumstances to resolve cost issues.

The SHERIFF shall continue to provide, at no charge to the COURT, services of the Sheriffs Bomb Team, Special Weapons and Tactics Team, Hostage Negotiations Team, Crime Scene Investigator, and Investigators needed for complex criminal investigations, or other resources of the Sheriffs Office when such services are deemed necessary by the SHERIFF.

III. COURT'S RESPONSIBILITIES

A. Level of Service:

1. The COURT agrees that the court security staffing service level set forth in Exhibit "A" attached hereto and incorporated herein by reference is acceptable to carry out the sheriffs obligation under paragraph II E.
2. Variation in the level of service shall be made by amendment, as provided for in Section "VII." of this Agreement. The level of service may not be reduced below a minimum level, as determined by the SHERIFF, required to ensure public and officer safety.

B. Compensation:

1. Payment Basis: The COURT shall reimburse SHERIFF on a quarterly basis, actual costs for allowable Rule 810 expenses in an amount not to exceed \$1,813,645 in the 2001-2002 fiscal year. This includes all salaries and benefits and other allowable costs associated with court security. Costs of service are established by the Board of Supervisors in the form of hourly rates for personnel, including benefits. This figure shall be renegotiated on an annual basis before the beginning of the new fiscal year. Either party may reopen negotiations after the state legislature has approved the budget for the fiscal year or when there is a change in circumstance which might affect the COURT budget or cost of security services.
2. Costs Other than Personnel Costs: SHERIFF may seek reimbursement for costs allowed under Rule 810, subject to the maximum allowed in the fiscal year. These costs may include training of security personnel as it relates to court duties, and purchase, maintenance, repair and replacement of COURT-approved security equipment.

3. Cost Dispute: In the event of a cost dispute regarding allowable 810 expenses, the designated SHERIFF's representative and Court Officer will meet and confer within 10 days in an attempt to resolve the dispute. In the event no agreement can be reached, the SHERIFF, or his/her designee, and the Court Executive Officer or his/her designee shall meet and resolve the dispute.
 4. New Cost Items: New cost items, which may include but are not limited to, the addition of authorized judicial positions which add to the number of courtrooms needing security; the construction or addition of courtrooms to existing courthouses which add to the number of courtrooms needing security; new or replacement security equipment and other security enhancements, shall be the responsibility of the COURT. COURT agrees to increase allocations to fund new cost items approved by the COURT.
 5. Survey List: The COURT, with the assistance of the SHERIFF, shall carry out an inventory of all existing court security equipment within 90 days of signing the Contract. A copy of this inventory shall be provided to the SHERIFF and utilized annually to anticipate necessary appropriations to ensure all equipment is replaced on a timely basis for budget preparation purposes.
- IV. Dispute Resolution: Operational issues which do not impact funding or service changes shall be resolved by the appropriate COURT representative and the SHERIFF's representative. The parties shall meet in a good faith effort to resolve the issues to the mutual satisfaction of all concerned parties.
- V. Audits:
- A. Ability to Conduct Audit: Audits may be conducted of any party to this agreement, by both parties. The costs of the audit, if any, will be the responsibility of the requesting party.
 - B. Sheriff: SHERIFF shall make available personnel time records, and other records used to justify reimbursement to the COURT within a reasonable period of time, not to exceed 45 days.
- VI. Entire Agreement: This agreement represents the entire agreement between the SHERIFF and the COURT and no prior oral or written understanding shall be of any force or effect. No part of this agreement shall be modified without the written consent of both parties.
- VII. Alteration of Terms: No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by both the COURT and SHERIFF.

Date: 11/26/01By: Mark Tracy
Mark Tracy, Sheriff-CoronerDate: 11-15-01By: Christine Patton
Christine Patton, Court Executive Officer

Approved as to Form:

Nancy A. Oberhelman III
County Counsel*Approved as to insurance*
By: Janet McKinley
Risk Manager
Date: 11-2-2001

Exhibit "A"

Staffing levels - Court Security and Perimeter Security

	FTE	
Position	2000-2001	2001-2002
Deputy Sheriff	16.00	16.00
Security Officer	4.00	5.00
Sergeant	1.00	1.00
Lieutenant	0.25	0.25
TOTAL	21.25	22.25

All costs shall be billed at actual costs not to exceed the contract amount.