AGREEMENT FOR THE PROVISION OF COURT SECURITY SERVICES

This Agreement is entered by and between the County of Siskiyou a subdivision of the State of California (hereinafter referred to as "County") and the Superior Court of California, County of Siskiyou (hereinafter referred to as "Court").

WHEREAS County and Court desire to work cooperatively to ensure that the Court operates in a safe and secure environment through the provision of security and related services provided by the Office of the County Sheriff-Coroner ("Sheriff").

WHEREAS Government Code §§ 30025 and 30029.05 (enacted by Assembly Bill 118, Stats. 2011, Chapter 40), hereinafter referred to as "Realignment," realigned the source of funding for superior court security. Pursuant to AB 118, the County established a local "Trial Court Security Account" in the County Treasury to receive funding from the State to be used exclusively to pay the Sheriff's costs of providing trial court security services.

WHEREAS Government Code § 69926 requires the Court and the Sheriff, on behalf of the County, 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.

WHEREAS the parties agree for each fiscal year during the term of this Agreement to establish a specified level of trial court security services the Sheriff shall provide to the Court that shall be reimbursed through the Trial Court Security Account, under the terms and conditions set forth below; and

WHEREAS, as stated in Government Code§ 69920, nothing in AB 118 or the Superior Court Security Act of 2012 is intended to reduce court security service delivery, increase obligations on sheriffs or counties or other significant programmatic changes that would not otherwise have occurred absent realignment.

WHEREAS the parties agree that staffing levels at the time Realignment was enacted consisted of a higher number of deputy sheriffs, but with the closures of outlying court branches, e.g. Weed, Dorris, Tulelake, and Happy Camp the number of deputies decreased. As of June of 2021, the new courthouse opened with the need for additional security staff. On May 25, 2022, County was notified by the State of additional funding approved for FY 21-22 and ongoing thereafter for the additional trial court security funding for additional security positions. The Sheriff's Office will fill those positions in a reasonable timeframe through the recruitment process.

Classification	Number of Positions
Sergeants	1
Deputy Sheriffs (Bailiffs)	10
Extra Help Retired Deputy Sheriff's	.5
Total FTE's	11.5

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. TERM AND TERMINATION

- a. This Agreement shall be effective from July 1, 2022, through June 30, 2025. The parties may extend this Agreement in writing for two (2) additional one (1) year extensions. In the event either party desires to terminate this Agreement 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 Agreement may only be terminated at the end of a fiscal year (July through June).
- b. As provided in Government Code § 69926(f), in the event of termination or expiration of this Agreement, the Agreement will remain in effect, to the extent consistent with applicable law, and the Sheriff will continue to provide court security until the parties enter into a new Agreement.

2. TRIAL COURT SECURITY ACCOUNT:

Pursuant to Realignment, the State of California provides funding directly to the County to pay for the costs of providing the trial court security services set forth in this Agreement. The County shall receive and deposit such funds into the Trial Court Security Account and is solely responsible for allocating funds from such account pursuant to applicable law.

3. <u>SCOPE OF BASIC LEVEL SECURITY SERVICES TO BE PROVIDED:</u>

The Sheriff shall be responsible for providing the Court with its basic security services as established by this Agreement and set forth in Exhibit A. The Sheriff, with input from the Court, will be the appointing authority for all Sheriff's personnel providing security services to the Court. The Sheriff will determine the method and details, and will manage, direct, supervise, and determine the means of performing security services. To perform such obligations, the Sheriff shall maintain a Court Security Services Unit, to be staffed as outlined in Exhibit A and at the facility designated in Exhibit C. These exhibits are attached hereto and incorporated herein as part of this Agreement.

- a. <u>Staffing Plan for Basic Level Services</u>: Exhibit A sets out the Basic Level Services to be provided during the term of this agreement. The parties may agree in writing to revise or update the Staffing Plan during the term of the Agreement.
- b. <u>Trial Court Security Account for Basic Level Services:</u> If the State's allocation of funding for any given fiscal year does not extend beyond a certain functioning level of services, the Sheriff shall request additional security funding from the State. In tandem, the parties will work collaboratively to address the shortfall as described in paragraph 1 below.
 - 1) If funding has dropped below the amounts required to cover the expenses of providing the Security Services, Sheriff will immediately notify the Court of the funding shortfall, provide the Court all relevant financial documents and information sufficient to demonstrate the cause and extent of the funding shortfall, and a formal request to adjust operations. Such notification will be made in writing at least sixty (60) days before the Sheriff and Court agree to make any staffing adjustments. Within 48 hours of the notice of funding shortfall, the Sheriff shall meet and confer with the Court and both parties will work in good faith to agree upon a temporary solution to the budget issue that will minimize disruption to Court operations while ensuring the safety of the public and court staff at the Court Facilities, provided that both parties

agree that a) the safety of the public and court staff and b) the public's right and access to justice through the Court, will not be materially reduced by such changes.

- 2) <u>Extraordinary Events Affecting Service:</u> In the event of a County emergency (flood, earthquake, wildfire etc.), or a work slow-down, strike, or other form of job action by those individuals assigned to the Court Security Services Unit, the Sheriff may provide less than the Basic level of Services under this Agreement, but will communicate such reductions with the Court, in the most practical manner available, and cooperate with the Court to mitigate the impact of those reductions.
- c. <u>Court Security Committee</u>. The Sheriff or designated representative will participate on the Court's Criminal Justice Partners Committee as required by Rule 10.173 of the California Rules of Court. Court and the Sheriff will cooperatively and collaboratively develop and maintain the court security plan required by Rule 10.172 of the California Rules of Court in accordance with Government Code § 69925. The parties will review and update the court security plan annually. The Court is responsible for maintaining the current court security plan. The Sheriff will provide regular payroll financial reports to the parties reflecting the status of the Trial Court Security Account balance and demonstrating the use of funds expended.
- d. <u>Equipment Expenses</u>: The Sheriff will not use the funds in the Trial Court Security Account to purchase any equipment or supplies that will not be used solely to provide security to the Court, as set forth in Government Code Section 30029.05.
- 4. <u>SCOPE OF ADDITIONAL SECURITY SERVICES TO BE PROVIDED</u> In addition to Basic Level Services, the Sheriff shall provide additional security services to the Court, as well as related training, equipment and/or supplies. All trial court security services and related materials the Sheriff provides to the Court that are beyond the scope of the Basic Level of Services (per the Staffing Plan) shall be considered "Additional Security Services". Additional Security Services may be provided at the request of the Court, or at the discretion of the Sheriff, as set forth below.
 - a. <u>Additional Security Services Provided Upon Court's Request:</u> Subject to the availability of staff, the Sheriff may provide supplemental or special court security services or additional related equipment and supplies as requested by the Court. The Sheriff and the Court acknowledge that it is impractical to specify in this Agreement each category of Additional Security Services that may be provided by the Sheriff under this provision and shall cooperate by communicating with each other in identifying and addressing such potential Additional Security Services. Additional Security Services may include, but are not limited to:
 - 1) Staffing of additional courtrooms or facilities not included in Exhibit C.
 - 2) Expansion of courtroom hours.
 - 3) Extraordinary security occasioned by High Security Events and conditions not covered under Basic Level Services.
 - 4) Staffing on days when courts are not in session.
 - 5) Security required for trials held in the Court based upon a change of venue.
 - 6) Security required due to high publicity, ceremonial services or sequestering of juries.

- b. <u>Procedures for Requesting Additional Security Services:</u> The Presiding Judge, Court Executive Officer, or designee shall submit a written request for Additional Security Services to the assigned Court Security Sergeant or Supervisor and send a copy of such request to the Sheriff. The Court shall provide the Court Security Sergeant or Supervisor with as much advance notice as possible regarding requests for Additional Security Services, but not less than 48 hours' notice from the time their services are required, if possible. The Sheriff or his/her designee shall respond to the Court's request for Additional Security Services in writing, with copies sent to the Court Executive Officer or designee.
- c. <u>Additional Security Services Provided at the Sheriff's Behest:</u> Should the Sheriff determine that the Court faces a need for increased security beyond the Basic Level Services, the Sheriff shall provide such Additional Security Services. In addition, in the event of an emergency involving security in the Court's facility, or involving threats against any judicial officer, court staff or juror in any court location, the Sheriff's staff shall immediately take any and all actions reasonably necessary or appropriate to respond to such emergency. Once a determination is made to provide Additional Security Services, the Sheriff or his/her designee shall notify the Presiding Judge and Court Executive Officer, or designee, in writing as soon as practicable. The Sheriff shall provide Additional Security Services under this provision at his/her sole discretion.
- d. <u>Payment for Additional Security Services:</u> The parties anticipate that payment for the County's costs of providing Additional Security Services will usually be made out of the Trial Court Security Account. If the Sheriff is unable to provide the requested Additional Security Services out of the Trial Court Security Account funds, the Sheriff shall promptly advise the Court in writing of the estimated costs of the Additional Security Services, using the Sheriff's standard countywide average hourly rates for that fiscal year based upon the most effective manner of providing such services. The Sheriff shall deploy additional deputies in the following priority and classification; (1) extra help deputies, (2) deputies and senior deputies, (3) senior or other available deputies. Depending upon availability, these additional deputies may be at the overtime rate. The Sheriff will strive to provide services at the lowest effective cost.
- e. <u>Overtime.</u> The parties agree to manage their resources to minimize the use of overtime. The Sheriff will make every effort to provide the Security Services without the use of overtime and the Court will make every effort to conclude its proceedings in a timely manner to avoid the need for Sheriff's personnel to work overtime.
- 5. <u>ADDITION OF NEW FACILITIES OR FACILITY CLOSURES</u>: In the event the Court plans to open or operate a new facility, not currently listed in Exhibit C, the Court agrees to collaboratively meet with the Sheriff to assess any new court security staffing needs and to collaboratively work with the Sheriff in requesting funds pursuant to Government Code § 69927. In the event the Court plans to close courtrooms that will have an impact on current levels of staffing, the Court agrees to collaboratively meet with the Sheriff to assess any changes to staffing needs.

- 6. <u>SHERIFF PERSONNEL REQUIREMENTS</u>: Only persons employed by the Sheriff may provide services to the Court under the terms of this Agreement. Further, the Sheriff shall comply with the following requirements for such personnel:
 - a. <u>Personnel Assignments:</u> The Sheriff shall appoint all personnel to provide services under this Agreement in his/her sole discretion. The Court recognizes that Sheriff Personnel are required to gain experience in a variety of assignments consistent with their full peace officer and correctional officer responsibilities. While the Court may request assignment of certain personnel to perform services in a particular location, such assignment lies within the Sheriff's sole discretion, and the Sheriff will rotate or reassign security personnel, but will inform the court, in advance, of any anticipated staffing changes, and will consider the court's input in good faith in making such personnel changes.
 - b. <u>Consultation with the Court:</u> The Sheriff agrees to consult with Court Executive Officer or designee regarding bailiff assignments, in the process of selecting and evaluating the performance of bailiff personnel designated for assignment to particular courtrooms; and with the Presiding Judge, Assistant Presiding Judge and Court Executive Officer as to selection and performance evaluation of supervisory personnel assigned to Court Security functions. The Sheriff retains the right to assign and/or rotate any and all personnel assigned to the Court.
 - c. <u>Supervision and Control</u>: The management, direction, and supervision of Sheriff Personnel providing services under this Agreement, the standards of performance, the discipline of employees, and other matters incident to the performance of such services shall remain at the discretion of the Sheriff, including the investigation of complaints against Sheriff's Office personnel. No Court employee shall be under the supervision or control of the Sheriff.
 - d. <u>Training</u>: The Sheriff acknowledges that the Court requires certain standards of performance, which demonstrate professional excellence both in the execution of duties as well as in the interpersonal relations with Court employees and all persons utilizing the services of the Court. The Sheriff shall make every effort, through the use of formal training procedures, to ensure that assigned personnel are trained and knowledgeable in the provision of the Services.
- 7. <u>REMOVAL OR REASSIGNMENT OF SECURITY PERSONNEL</u>: The Court will inform the Sheriff of any concerns regarding the performance of personnel assigned to the Court Security Service Unit. The Sheriff will review any report of deficient performance and may take disciplinary or corrective action as appropriate including reassignment from the Court. Court may request reassignment from the Court's facility of any Sheriff personnel for any reason and the Sheriff will consider such request in good faith. The Court acknowledges that the Court has no control over the manner and means of performing the work of the Sheriff's personnel, nor does it have the right to hire or fire such employees.
- 8. <u>INDEMNIFICATION:</u> In lieu of the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code § 895.6, 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 the Court agree that pursuant to Government Code § 895.4, 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 omission or willful misconduct of the indemnifying party, its officers, board of members, employees and agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement.

9. <u>METHOD AND PLACE OF GIVING NOTICE</u>: All notices, shall be made in writing and may be given by personal delivery, email or by mail. Notices sent by mail shall be addressed as follows:

County of Siskiyou	Superior Court
Siskiyou County Sheriff	Superior Court of California, County of Siskiyou
305 Butte Street	411 Fourth Street
Yreka, CA 96097	Yreka, CA 96097

When so addressed, notices shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instance, notices shall be deemed given at the time of actual personal or email delivery. Changes in the designated recipients or addresses set forth above may be given in writing to the other party.

- 10. GENERAL PROVISIONS
 - a. <u>Independent Contractor Status:</u> In the performance of services under this Agreement, the County, the Sheriff and their respective officers, agents and/or employees shall be deemed independent contractors of the Court, and shall not be considered officers, agents, or employees of the Court. All personnel provided by the Sheriff to perform services under this Agreement shall be under the direct and exclusive supervision, daily direction, and control of the Sheriff's Office. No Sheriff personnel shall represent themselves to be agents or employees of the Court, nor shall Court staff represent themselves to be agents or employees of the Sheriff's Office. The County will be solely responsible for satisfying all legal obligations relating to the payment to its employees, including compliance with applicable social security requirements, withholding employee benefits, and all other employment related applicable regulations. County employees, personnel and agents providing services under this Agreement are not covered by any employee benefit plans provided to Court employees.
 - b. <u>No Third-Party Beneficiaries:</u> Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in or for the benefit of third parties.
 - c. <u>No Waiver of Breach</u>: The waiver by County or Court of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
 - d. <u>Assignment/Delegation:</u> Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.

- e. <u>Merger/Modification</u>: This Agreement represents the entire agreement between the Court and the Sheriff during the term of the Agreement. No prior oral or written understanding shall be of any force or effect upon execution of this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- f. <u>Severability:</u> If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will be reformed to comply to applicable law or stricken if not so conformable, so as not to affect the validity of or enforceability of this Agreement.
- g. <u>Nondiscrimination</u>: Without limiting any other provision hereunder, the parties shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, age, religion, gender, prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- h. <u>Construction</u>: This Agreement shall be construed as if prepared by all parties, and shall be construed, interpreted, and governed by the law of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement.
- Legislative Changes: If any changes are made to legislation or regulations relating thereto that impact the terms or provisions of this Agreement, or if the State imposes any requirements or limitations applicable to this Agreement, the parties agree to meet and confer to discuss the effect of such state law changes on the Agreement and possible modifications necessitated by the changes. Notwithstanding the foregoing, if any of the legislative changes are mandatory and affect a material provision or term of this Agreement, then this Agreement shall be deemed to be modified to be consistent therewith unless performance of this Agreement is consequently rendered impossible or impracticable (in which event it shall be considered terminated unless the parties have agreed otherwise).
- j. <u>Dispute Resolution</u>: Dispute resolution is governed by Government Code § 69926 and California Rule of Court 10.174.
- k. Audit and Inspection of Records:
 - Each party hereto agrees to maintain and make available to the other party upon reasonable written notice accurate books and accounting records relating to its obligations pursuant to this Agreement. The parties will maintain such records in an accessible location and condition for a period of not less than five (5) years after each year to which the records pertain or until a final audit has been resolved, whichever is later. The parties will hold all records received in confidence and use it for no purpose other than those provided for in this Agreement or as otherwise required by law.
 - 2) At the Court's cost, Sheriff will permit the Court to audit, examine, and make excerpts and transcripts from personnel time records and other records used to verify the Costs of Baseline Services, any Additional Services, and any expenses charged to the Trial Security Account, except

for highly confidential personnel information. The Sheriff will make the records available to the Court within a reasonable period of time, not to exceed 30 days from the initial date of the written request. The results of any audit, or portion thereof, performed pursuant to this section specifically and directly related to the provisions of any service provided pursuant to this Agreement will be provided to the Court, County and Sheriff and the Judicial Council will have the same rights conferred upon the Court by this section.

- 1. Compliance with Laws: The Sheriff shall comply with all applicable federal, state, and local laws, rules, regulations, rules of court in any manner affecting the performance of this Agreement, as they may be amended from time to time. The Sheriff shall ensure that all of its security personnel have the necessary qualifications and training necessary for the performance of the Security Services to the level required in this Agreement.
- m. The body of this Agreement, and all Exhibits A, B & C, which are attached hereto and incorporated herein, constitute the complete and exclusive statement of understanding of the parties, which supersedes all previous agreements, written or oral, and all communication between the parties relating to the subject matter of this Agreement.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SISKIYOU

Date:	By: Laren Diron
	Karen L. Dixon, Presiding Judge
SISKIYOU COUNTY SHERIFF	
Date:	By: DocuSigned by: By: Drumial Laku
	Jeremiah LaRue
COUNTY OF SISKIYOU	
Date:	By:
	Brandon Criss, Chair
	Board of Supervisors

EXHIBIT A

COURT SECURITY SERVICES

1. Sheriff Responsibilities

- **1.1** 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, Court Executive Officer, and the Court Security Committee to develop best practices and the law enforcement security plan required by Government Code Section 69925.
- **1.2** The Sheriff will provide court security through its Court Services Unit. The Sheriff's Commander overseeing the Court Services Unit is the designated representative of the Sheriff's Office and is responsible for overseeing the Sheriff's Office staff, the overall operation of the Court Services Unit and is the liaison between the Court and the Sheriff's Office.
- **1.3** The Sheriff or designee will manage, supervise, and coordinate security operations through the Sheriff's sergeants and maintain active communication with the Court's Presiding Judge, Assistant Presiding Judge and Court Executive Officer.
- **1.4** One Sheriff's sergeant is responsible for the day-to-day supervision of the Court Security Unit, including daily assignments, overtime management, and Court security operations.
- **1.5** Deputies assigned to the Court Security Unit are responsible to the Sheriff's Office and are under the supervision of the assigned Sergeants. Deputies are responsible for law enforcement, inmate management, security in the courtroom, security at designated entry screening stations and roving security, at and within the Siskiyou County Courthouse.

2. Scope of Work

- **2.1** The Court Security Services provided by the Sheriff include, but are not limited to the following:
 - **2.1.1** Bailiffs are peace officers as defined in Penal Code Section 830.1 and 830.6, and function in criminal and non-criminal actions including, but not limited to, attending Court; courtroom security for Judicial Officers, courtroom staff and traditional Bailiff duties including assisting the Court as needed (e.g., assisting attorneys, litigants, and the public).
 - **2.1.2** Taking charge of a jury as provided in Code of Civil Procedure Sections 613 and 614.
 - **2.1.3** Perimeter security including patrolling courthouse hallways, court offices and perimeters when Courtrooms are not in session.
 - **2.1.4** Emergency response services (alarms, building evacuations, crowd control, bomb threats, etc.).
 - **2.1.5** Opening and securing courtrooms and building doors as necessary.
 - **2.1.6** Closing and securing courtrooms and building doors as necessary. Bailiffs will close and lock courtroom doors at the conclusion of court hearings and after the visitors have left.
 - **2.1.7** Escorting prisoners to holding cells and courtrooms within Court facilities.

- **2.1.8** Patrol both the inside and outside perimeters of the courthouse and coordinate with local Law Enforcement Agencies.
- **2.1.9** Entrance security screening and work collaboratively with the Court.
- **2.1.10** Provide inmate custody status to Judicial Officers as requested.
- **2.1.11** Consulting services as requested by the Court regarding courthouse security issues.
- **2.1.12** Notifying the Court immediately of any crimes or incidents or pending threats for the courthouse or in the courthouse, perimeter of the courthouse or courthouse public parking lot.
- **2.1.13** Maintenance of a court security plan required by Government Code § 69925, including a courtroom emergency incident and evacuation plan.
- 2.1.14 Respond to calls for service and/or duress alarms, in a timely manner
- **2.1.15** Sheriff's personnel will conduct themselves in accordance with the Standards of Conduct set forth in the Law Enforcement Code of Ethics.
- **2.1.16** Notifying Court of any security, maintenance, or janitorial issues they have observed within a reasonable time.

3. Staffing Levels and Assignments

- **3.1** The Superior Court's normal hours of operation are Monday through Friday, 8:00am to 12:00pm and 1:00pm to 5:00 pm, except recognized court holidays (see Exhibit B).
- **3.2** The Court currently has a compliment of four Superior Court Judges and one Subordinate Judicial Officer (SJO/Commissioner) assigned to five courtrooms throughout the courthouse.
- **3.3** The Court has one weapons and entrance screening station at the Siskiyou County Courthouse at 411 Fourth Street, Yreka, CA 96097.
- **3.4** The Sheriff will provide courtroom staffing during normal Court operation hours, and during all other statutorily mandated Court sessions.
- **3.5** The Sheriff will assign one (1) FTE Sergeant to provide direct supervision of the Deputies and oversee Court Security Services. The parties agree to meet thirty (30) days prior to any proposed change being made to this assignment or schedule. Any change to this position or schedule shall be by mutual agreement.
- 3.6 Sergeants
 - **3.6.1** <u>Assignment of Sergeants.</u> Sergeant shall provide direct supervision of the Deputies and will oversee Court Security Services at the court location described in Exhibit C. This position will also be available to provide relief coverage as necessary. Sergeant will be assigned to the Court Security Services Unit on a full-time basis. The parties agree to meet in good faith to discuss any proposed changes in the number or schedule of deputies assigned to the Court Security Services Unit, thirty (30) days prior to any change.
 - **3.6.2** <u>Selection of Sergeant.</u> The Presiding Judge or designee may participate in the selection of Court Security Sergeants by reviewing the qualifications of the Sergeant applicants and meeting with the Sheriff or designee. The Sheriff will consider the Presiding Judge's or designee's preferences in good faith.
 - **3.6.3** <u>Attend Court Meetings.</u> In addition to their other duties, the Sergeant will attend meetings regarding court security as requested by the Court.

3.7 <u>Bailiffs</u>

- **3.7.1** <u>Number of Full-Time Equivalent (FTE) Deputy Sheriffs.</u> The Sheriff will assign the full time equivalent of ten (10) Deputy Sheriffs to cover courtroom security, courthouse interior and perimeter security, and weapons screening assignments for the facility described in Exhibit C, and will backfill as necessary when Deputies assigned to the Court Services Unit are out on vacation, sick, medical, etc.
- **3.8** <u>Extra-Help Deputies.</u> The Sheriff will assign a point five (.5) FTE extra help deputy to provide weapons screening and courtroom security assignments as needed.
- **3.9** <u>Duties.</u> While the courtrooms are in session, the bailiffs will provide bailiff functions and other security services in the courthouse including supplemental security in other courtrooms, entry screening or roving deputy services. When courtrooms are not in session, bailiffs will remain on site and available for their respective assignments or other security needs. Any deputy sheriff assigned to the Court Services Unit may also perform additional judicial protection duties approved by the Sheriff and the Presiding Judge.
 - **3.9.1** <u>Entry Screening Station.</u> The Sheriff will oversee and be responsible for ensuring adequate coverage of sworn personnel at the screening stations and courtrooms located at the facility in Exhibit C:
 - **3.9.2** <u>Duties.</u> The duties of the deputy at the screening station include, but are not limited to, the following:
 - **3.9.2.1** Working collaboratively with the Court's security screening vendors or technicians and state auditors.
 - **3.9.2.2** Responding to the Court's security vendors, technicians, or auditors regarding entrance security screening equipment, concerns, or incidents.
 - **3.9.2.3** Conducting incident/crime investigations and preparing incident/crime reports related to court security.

EXHIBIT B COURT HOLIDAYS

New Year's Day Martin Luther King, Jr.'s Birthday Lincoln's Birthday Presidents' Day Cesar Chavez Day Memorial Day Independence Day Labor Day Native American Day Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Day

EXHIBIT C

COURT SECURITY FACILITY LOCATION

Sufficient staffing shall be provided for effective Court Security services as defined in this Agreement at and within the following Court building and location:

A. Superior Court of California, County of Siskiyou, 411 Fourth Street, Yreka, CA 96097.