



County of Solano Contract Review Worksheet

Contract Number:

(Dept., Division, FY, #)

Authority:

☐ Dept Head Execute

☐ CAO Execute

☒ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: Solano County Sheriff's Office		2. Date: 6/14/24	
3. Contract Administrator: Angela Donovan		4. Phone Ext: 707-784-7012	
5. Contract Attributes: ☐ Expenditure ☒ Revenue ☒ Intergovernmental ☐ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Original Bid/RFP Required? ☐ YES ☐ NO Sole Source Contract? Bid/RFP No: N/A ☐ YES ☒ NO Date: Please attach copy of Bid/RFP or justification. 6. Description of Contract: Solano County Sheriff's Office to provide court security services to the Superior Court of CA, County of Solano	
		7. Name of Contractor: Solano County Sheriff's Office & Superior Court of CA, Solano County	
		8. EIN: SSN:	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 7/1/24 This amendment:		13. Termination Date: 6/30/25 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 9,742,825 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 9,742,825		15. Payment Terms: ☐ Prepaid ☒ Monthly ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☐ Quarterly ☐ Progress ☐ Other	
		16. Source of Funds: ☐ Fed/State Grant ☒ Fed/State Funding ☐ County Specify: _ Fed Catalog No: State Legislation: ☐ AB ☐ SB	
17. Fund: 900 Budget 6553 Unit: 6581 Sub-object: 0009604		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/25/24			
20. Remarks			
21. Signature Route: Email: andonovan@solanocounty.com Department Contract Administrator: Angela Donovan Contractor Signatory Name: Alesia Jones, Presiding Judge (Informational only) Email: Email: jliddicoat@solanocounty.com Department Head or Designee: Jeff Liddicoat Email: memcdonald@solanocounty.com County Counsel Reviewer: Michael McDonald			
 Email: tdluken@solanocounty.com CAO Analyst: Tami Lukens Email: wfemlen@solanocounty.com Authorizing Signature (CAO/DH): Bill Emlen			



**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF SOLANO AND
THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SOLANO**

This Memorandum of Agreement (MOA) is made on July 1, 2024, between the County of Solano (County) on behalf of the Sheriff's Office (Sheriff), and the Superior Court of California, County of Solano (Court).

RECITALS

WHEREAS, this MOA shall be governed by the Superior Court Law Enforcement Act of 2012, Government Code section 69920 et seq.; and

WHEREAS, the Court desires to obtain security services in the interest of public safety; and

WHEREAS, the Sheriff is the designated Security Officer of the Court and is solely responsible for all matters related to court security, including daily operations, supervision and management of court security personnel; and

WHEREAS, the Sheriff acknowledges that the Court requires standards of performance, which demonstrate professional excellence both in the execution of duties and in the interpersonal relations with Court employees and persons utilizing the services of the Court.

The parties mutually agree as follows:

AGREEMENT

I. Purpose and Intent:

The purpose of this MOA is to satisfy the requirements of the Superior Court Law Enforcement Act of 2012 (Act) and California Government Code section 69920 et seq. and to implement the purposes of the Act regarding the provision of court security services. This MOA supersedes and replaces all other MOAs between the Court and Sheriff insofar as those MOAs relate to security services for the Court by the Sheriff.

II. Scope of Services:

The Sheriff agrees to perform its duties and responsibilities and provide such services as described in the "Scope of Services" section attached as Exhibit A and incorporated by this reference.

III. Term of Agreement:

A. Term

The term of this MOA shall commence on July 1, 2024 and shall expire at close of business day on June 30, 2025.

B. Extension

Notwithstanding Section III A of the MOA, if the parties are unable to execute a new agreement by June 30, 2025, this MOA shall continue in effect on a month-to-month basis until the parties execute a new agreement for court security services.

IV. Dispute Resolution:

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOA or the breach of it, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If the Sheriff and the Court Executive Officer fail to resolve the matter, then both parties shall follow the dispute resolution procedures found in Government Code section 69926. Services shall continue until a resolution has been reached.

V. Compensation:**A. Trial Court Security Account**

The Court and Sheriff acknowledge that pursuant to the 2011 Public Safety Realignment, the State of California provides funding directly to the County to pay for the costs of providing the court security services set forth in this MOA. 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.

B. Total Compensation

Total compensation shall not exceed the annual amount allocated to Solano County plus available fund balance. Compensation for court security services shall include salary and benefits, equipment and related supplies of all staff assigned to court security.

C. Budget

1. For Fiscal Year 2024/25, the estimated budget includes \$9,742,825 in expenditures and \$8,606,217 in offsetting revenue, or \$1,136,608 excess expenditures over offsetting revenues. [Offsetting revenue (Revenue) includes the annual Trial Court Security amount allocated to Solano County plus the available fund balance.] FY2024/25 is the first fiscal year the estimated budget expenditures are projected to exceed estimated Revenues. The Court and Sheriff acknowledge the expenditure/Revenue imbalance and will work together to try and achieve a service level more equitably aligned with Revenue.
2. The Sheriff and Court agree to the following annual budget process:
 - a. By January 31 the Court will inform the Sheriff of any anticipated changes in security needs for the upcoming fiscal year.
 - b. By February 28 the Sheriff will inform the Court of the estimated cost to provide services and the estimated Revenue. In the event that estimated costs are anticipated to exceed Revenue the Court and the Sheriff will work together to try and reach a more equitable agreement and Law Enforcement Security Plan (Plan),
 - c. The Sheriff will prepare and submit a Plan to the Presiding Judge by March 15 of each year. The Court will review and approve or recommend changes to the Plan. Should changes be required, the Sheriff and the Court will negotiate the changes and update the Plan.
 - d. The Sheriff will provide the final Plan and budget for the upcoming year to the Court for its final approval by March 31 of each year.
3. In the event that Trial Court Security Funding from the State of California is reduced or eliminated, the Court will work with the Sheriff to reduce costs, which may include, but not be limited to, reducing staffing levels and Court hours of operation.

VI. Personnel:**A. Assignment of Personnel**

The management, direction, and supervision of court security services and public protection; the standards of performance; the discipline of court security personnel and all other matters relating to the performance of such services shall be performed by and be the responsibility of the Sheriff in the Sheriff's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. The Court may make requests regarding individual staffing of courtrooms; however, the Sheriff shall have sole discretion as to the assignments of all court security personnel under this MOA. Complaints about service are to be made by the Court Executive Officer in writing to the Court Security Lieutenant.

B. Representation

The Sheriff represents that all personnel performing services under this MOA shall be in good standing with the Sheriff, possess all licenses and/or certifications commensurate with their classification, and be able to perform the essential functions of their duties as assigned by the Sheriff under this MOA.

C. Uniforms and Equipment

All Sheriff's personnel performing court security services for the Court under this MOA shall wear the prescribed uniform and equipment of the Sheriff's Office. The Sheriff is responsible for providing the uniform and issued equipment for Sheriff's personnel.

VII. Building, Equipment and Maintenance:

The Court will be responsible for the purchase and maintenance costs of any equipment used to provide security in the court facilities, specifically, but not limited to building security systems, metal detectors and x-ray devices. All such equipment and devices are the property of the Court.

VIII. Information Sharing:

The parties will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOA. The parties will establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.

A. Upon request and to the extent allowed by law, the Sheriff will provide the Court Executive Officer with the following information:

1. Court Deployment/Assignment Information.
2. Incident Summary Reports.
3. Crime Reports.

B. Upon request and to the extent allowed by law, the Court will provide the Sheriff with the following information:

1. Reports related to incidents reported by court personnel.
2. Judge deployments.
3. Court calendar.

IX. General Provisions:**A. Authority to Enter Agreement**

The Sheriff and the Court each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the terms of this MOA. Each party represents that the individuals who have signed this MOA have the legal power, right, and authority to make this MOA and to bind each respective party to the terms.

B. Notices

Any notices required or permitted shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other.

Court

Brian K. Taylor
Court Executive Officer
Superior Court of California,
County of Solano
600 Union Avenue
Fairfield, CA 94533

Sheriff

Thomas A. Ferrara
Sheriff-Coroner
Solano County Sheriff's Office
530 Union Avenue, Suite 100
Fairfield, CA 94533

C. Independent Contractor

The Sheriff shall perform this MOA as an independent contractor. The Sheriff and the officers, agents, and employees of the Sheriff are not and shall not be deemed Court employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Court employees.

D. Indemnification

1. Sheriff agrees to indemnify and hold harmless the Court and the Court's judicial officers, subordinate judicial officers, employees, volunteers, contractors and or agents from and against any claim, damages, loss, costs or expense, including attorney's fees arising out of the Sheriff's performance of this MOA.
2. The Court agrees to indemnify and hold harmless the Sheriff and the County, its employees, officers, agents and elected and appointed boards from and against any claim, damage, loss, costs or expense, including attorney's fees, arising out of the Court's performance of this MOA.
3. The parties waive the pro rata (per capita) allocation of risk that is otherwise applicable under Government Code section 895.6.

E. Reporting

Each party is responsible to collect, maintain, and disseminate data as required by law or certain State agencies.

F. Severability

If any provision of this MOA is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will be reformed to comply with applicable law or stricken if not compatible, so as not to affect the validity or enforceability of this MOA.

G. Legislative Changes

If there are any material legislative changes in the Act or in the California Rules of Court that occur during the course of this MOA, the parties will meet and confer regarding such changes and amend this MOA as necessary.

H. Audit

Each party shall allow the other party and its designees to review and audit the books, documents and records relating to its obligations under this MOA. The parties will maintain the books, documents and records relating to their respective obligations under this MOA for a period of five years following final payment by Court under this MOA. This MOA is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

I. Amendment / Assignment

This MOA may be modified or amended only by written document executed by the parties. No party shall assign any of its rights or delegate any of its obligations without the prior written consent of the other party.

J. Entire Agreement

This MOA, including all Exhibits, constitutes the entire agreement between the Court and the Sheriff with regard to the rights and responsibilities outlined in this MOA. As such, all written and oral understandings are superseded in total by this MOA.

Superior Court of California,
County of Solano

By: 

Alesia Jones
Presiding Judge

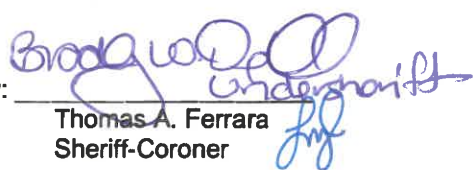
County of Solano

By: 

William Emlen (Jun 26, 2024 09:26 PDT)

Bill Emlen
County Administrator

Approved as to content:

By: 

Thomas A. Ferrara
Sheriff-Coroner

Approved as to form:

By: 

County Counsel

EXHIBIT A SCOPE OF SERVICES

1. Court Security Services

Sheriff will provide security services to the Court in accordance with the current Law Enforcement Security Plan (Plan) covering all Court Facilities in the County pursuant to Government Code sections 69921(c) and 69925. Pursuant to Government Code section 69922, the services under this MOA will include:

- Traditional bailiff services for judicial officers.
- Taking charge of a Jury, as provided in Sections 613 and 614 of the Code of Civil Procedure.
- Courtroom security.
- Patrol of the interior of Court facilities.
- Security of holding cells in Court facilities.
- Security and protection of judges, judicial officers, court staff and jurors within Court facilities.
- Incident response in the Clerk's Offices and Court Administration.
- Identification of potential threats to the security of the Court.
- Direct supervision of applicable personnel assigned to the Court Security Unit.

2. Increased Services

For the purposes of this MOA, "Increased Services" require additional personnel. Requests for Increased Services may be made to the Sheriff by the Presiding Judge or designee and shall either be made in writing, or if made in person or by telephone shall be confirmed in writing by the Court within forty-eight (48) hours of the request. Commonplace requests include, but are not limited to, criminal and/or civil proceedings involving:

- High profile cases.
- Three strikes cases.
- Cases with multi-defendants.
- Cases with high-risk offenders.
- Cases where threat were made.

Sheriff and the Court acknowledge and agree it is impracticable to specify each category of Increased Services which might be desired by the Court, and that the parties will reasonably cooperate in identifying and addressing such potential Increased Services. If Sheriff is unable to provide the additional services pursuant to cost or staffing constraints, the Sheriff shall notify the Presiding Judge and/or Court Executive Officer and meet to discuss appropriate security procedures that may be required.

3. Building Security (formerly Perimeter Security)

Sheriff will station security staff at designated public entrances in the Court buildings according to the schedule as identified in Table 1. These entry point security posts will be equipped with a metal detector, x-ray device, and/or hand-held wand(s) to screen those entering the building to identify contraband items (includes illegal substances, knives and other weapons) prohibited from Court facilities and upon discovery, confiscate the

contraband items and dispose of each in a manner prescribed by the Sheriff. The Sheriff may also conduct perimeter screening of the building for contraband items. The Sheriff may use third-party contract security guards to augment Sheriff staff however at a minimum, one, armed Sheriff security staff will be present.

Table 1: Locations and Staffing Schedule					
Locations of Court Building Entry Point Security Posts	M	T	W	TH	F
530 Union Ave, Fairfield	0730 - 1715	0730 - 1715	0730 - 1715	0730 - 1715	0730 - 1715
600 Union Ave, Fairfield	0730 - 1715	0730 - 1715	0730 - 1715	0730 - 1715	0730 - 1715
580 Texas St, Fairfield	0730 - 1715	0730 - 1715	0730 - 1715	0730 - 1715	0730 - 1715
321 Tuolumne, Vallejo	0730 - 1715	0730 - 1715	0730 - 1715	0730 - 1715	0730 - 1715

Sheriff-6581-07-2024-Superior Court of California

Final Audit Report

2024-06-26

Created:	2024-06-17
By:	Angela Donovan (ANDonovan@solanocounty.com)
Status:	Signed
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Agreement completed.

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