

**MEMORANDUM OF UNDERSTANDING
COURT SECURITY SERVICES**

**THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO, THE
COUNTY OF MENDOCINO, AND THE MENDOCINO COUNTY SHERIFF**

This Memorandum of Understanding (MOU) is dated as of this 4th day of October, 2022 between the Superior Court of California, County of Mendocino (Court), the County of Mendocino (County), and Mendocino County Sheriff (Sheriff). The Court is considered to be one party and the County and the Sheriff are considered to be one party.

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 services provided by the Sheriff;

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 to this agreement recognize the need for court security personnel to perform the security services provided for in this MOU in a manner that prioritizes the safety of all individuals entering the courthouse, including the personal officer safety of all security personnel;

WHEREAS, the parties desire for the Sheriff to continue to perform trial court security services as specified in this MOU;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

I. TERMS OF AGREEMENT

- i. Term/Option to Extend. This MOU is effective from October 4, 2022 (Effective Date), and will continue in force and effect through June 30, 2023, provided, however, that the term of this MOU may be extended for additional one year terms by mutual agreement of the parties in accordance with the terms of this MOU. In the event the Court moves to a new courthouse in Ukiah before the expiration of this MOU, Court, Sheriff and County shall execute a new MOU at that time. In the event that a new agreement has not

been created by the time a new courthouse is built, the parties shall follow the terms of this MOU to the extent possible.

- ii. Termination. In the event either party desires to terminate this MOU 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. The MOU may only be terminated at the end of a fiscal year (June 30).

2. PURPOSE AND INTENT

- i. This MOU, which satisfies the requirement of a memorandum of understanding between the Court and the Sheriff for provision of court security under Government Code § 69926(b), shall be considered as part of the Law Enforcement Security Plan, and is also part of the comprehensive, countywide Court Security Plan developed by the Court and Sheriff, pursuant to the provisions of Government Code §§ 69921, 69925, and rule 10.172 of the California Rules of Court.
- ii. This MOU supersedes and replaces all prior memoranda of understanding between the parties regarding court security services, including the most recently executed MOU on June 5, 2011.

3. APPLICABLE LAW/STATUTORY REQUIREMENTS

- i. Applicable Law. For purposes of the MOU the following laws, guidelines, standards, and templates that govern specifically the provision of trial court security services are collectively defined herein as “Applicable Law”:
 - a. Superior Court Security Act of 2012, Government Code § 69920 et seq.
 - b. Penal Code §§830.1 and 830.36 (regarding the definition and authority of bailiffs and other “peace officers”);
 - c. The California Rules of Court, rules 10.170 through 10.173;
 - d. Procedure no. FIN 14.01 (“FIN 14.01”) of the Trial Court Financial Policies and Procedures Manual (“TCFPPM”); adopted by the Judicial Council of California (“JCC”);
 - e. The mandatory Court Funding Standards, as amended (“Funding Standards”), as adopted by the JCC in August 2006;

- f. Government Code §30029.05(b) which describes allowable costs under this MOU.
- ii. Superior Court Security Act of 2012 Requirements. The Superior Court Security Act specifically provides as follows:
 - a. Sheriff must attend proceedings as required by law or as determined by a presiding judge or designee to be necessary for public safety. The Sheriff's duties include performing the superior court law enforcement functions set forth in Government Code § 69922(b).
 - b. Court's presiding judge has authority to contract with Sheriff to provide trial court security services. The contract must be documented by Court and Sheriff in an annual or multi-year memorandum of understanding that specifies the level of trial court security services to be performed by Sheriff.
 - c. Court's presiding judge and Sheriff must cooperatively develop a comprehensive, annual or multiyear court security plan that addresses, at a minimum, all subject areas specified in rule 10.172(b) of the California Rules of Court. For assistance in preparing a court security plan, the presiding judge and Sheriff may refer to the Court Security Plan Guidelines, dated January 30, 2009, adopted upon recommendation of the Working Group on Court Security ("Security Working Group") and available to Court on the Judicial Resources Network website. The previous court security plan shall remain in effect until a new plan is developed.
 - d. On or before February 1 of each year, Court must report to the JCC whether it has made any changes to its court security plan and, if so, identify each change and submit a copy of the then-current court security plan to the JCC (see Rule 10.172(d)).
 - e. At least once every two years in January, Court's presiding judge and Sheriff must conduct a Security Assessment (see rule 10.172(c)). The presiding judge and Sheriff must then prepare, on or before February 1 following the assessment, a report summarizing the Security Assessment (see rule 10.172(c) – (d)).
 - f. Whenever Court submits a court security plan to the JCC, Court must also include a copy of the then current Assessment Report (see rule 10.172(d)).

4. **SCOPE OF SERVICE**

- i. Court Security Services/Court Security Division. County, through Sheriff, shall provide the superior court law enforcement functions set forth in Government Code § 69922(d) (Court Security Services) to Court under the terms and conditions set forth in this MOU. Sheriff will maintain a Court Security Division which will be responsible for performance of County's obligation under this MOU. Court Security Services include "Basic Services" and "Additional Services," each of which are further described below and in the Court Security Plan.
- ii. Designated Coordinators. Sheriff designates the Court Security Sergeant as the coordinator for Sheriff under this MOU. Court designates its Executive Officer as the coordinator for Court under this MOU. Sheriff or Court may cancel the above designations and designate different coordinators by notice to the other party. The designated coordinators for each party shall implement, as needed, appropriate procedures governing the performance of all requirements under this MOU. They shall be responsible for conferring in good faith in order to address any disputes which may arise concerning implementation of this MOU.
- iii. Basic Services. Sheriff will provide basic security services ("Basic Services") to Court in the facilities specified in Attachment 1, including providing Sheriff's Office personnel with the requisite experience, knowledge, and skills necessary for the Sheriff to provide an appropriate level of Court Security Services within parameters specified in the Funding Standards. As needed during the term of this MOU, Sheriff and County agree to conduct a needs assessment to determine the staffing needs for Court Security Services and public safety protection for the succeeding fiscal year. Court, Sheriff, and County shall meet and discuss the results of the assessment and staffing requirements. Basic services are further described in Attachment 1, and pursuant to Government Code § 69922, are limited to the following:
 - a. Attending all criminal and delinquency superior court sessions and attend noncriminal and non-delinquency matters if the presiding judge or his or her designee makes a determination that the attendance of the sheriff at that action is necessary for reasons of public safety.
 - b. Bailiff functions, as defined in Sections 830.1 and 830.36 of the Penal Code, in criminal and noncriminal actions, including, but not limited to, attending court.

- c. Taking charge of a jury, as provided in Sections 613 and 614 of the Code of Civil Procedure.
 - d. Patrolling hallways and other areas within court facilities.
 - e. Overseeing and escorting prisoners in holding cells within court facilities.
 - f. Providing security screening within court facilities.
 - g. Providing enhanced security for judicial officers and court personnel.
- iv. Staffing Plan. The number of personnel, expressed as full time equivalents (FTEs) budgeted at the mid-step of the salary range, required for Basic Services for Fiscal Year 2022-2023 together with the tasks assigned to Basic Services will be specified in the staffing plan (Staffing Plan) attached hereto as Attachment 1 and incorporated herein by reference. The Staffing Plan for each subsequent fiscal year of this MOU, as agreed by the parties, will be incorporated in to this MOU and will supersede the previous Attachment 1. The parties shall work cooperatively to ensure that the number of court security personnel provided in this MOU can adequately meet courthouse security needs.
- v. Additional Services. Subject to the availability of staff, Sheriff may, at his discretion, provide supplemental or special non-emergency Court Security Services or additional related equipment and supplies deemed necessary by Court Security Services in Court Operations ("Additional Services"). All such services that are beyond the scope of the Basic Services provided under the applicable Annual Budget and Staffing Plan shall be considered "Additional Services"; provided that occasional overtime hours to be performed by Court Security Division Staff while any courtroom is in session are not considered Additional Services.
- a. Types of Additional Services. Sheriff and Court acknowledge that it is impractical to specify in this MOU each category of Additional Services that may be provided by Sheriff under this provision, and shall cooperate with each other in identifying and addressing such potential Additional Services.
 - b. Procedure for Additional Services at Court's Request. The Presiding Judge, his or her designee(s), or the Court's Executive Officer shall submit a written request for Additional Services to the Sheriff's Designated Coordinator. Court will provide as much advance notice as

possible regarding requests for Additional Services, ideally at least 48 hours in advance from the time the services are required.

- c. Procedure for Additional Services Provided at the Sheriff's Behest. Should the Sheriff determine that Court faces a need for increased security beyond Basic Services provided under the applicable Annual Budget and Staffing Plan, the Sheriff shall provide such Additional Services which shall be compensated under the terms of this MOU. The Sheriff's Designated Coordinator will notify the Court Executive Officer of the determination in writing. The Sheriff shall provide Additional Services under this provision at the Sheriff's sole discretion.
- d. Agreement on Scope/Costs. Sheriff shall advise Court promptly, and shall confirm in writing, if time permits, of Sheriff's ability or inability to provide some or all of any Additional Services requested by Court, and the estimated costs of all Additional Services to be provided, based upon the most effective manner of providing such services.
- vi. In-Court Administrative Services. Court staff may request assistance from bailiffs attending court sessions for administrative, non-security tasks, however, such task will be provided in consultation with and at the discretion of his or her supervisor, and only when providing such administrative services will not interfere in any way with the provision of court security services. However, court security staff shall not fill out court paperwork.
- vii. Extraordinary Events Affective Service: In the event of a County Emergency (flood, earthquake, fire, etc.) or a work slow-down, strike or other form of job action by Sheriff's Office sworn-personnel, the Sheriff may provide less than the Basic Services under this MOU but will agree to communicate such reduction of service with Court. In the event of a county emergency or a work slow-down, strike or other form of job action by Sheriff's Office sworn-personnel the Sheriff and Court shall meet and confer prior to any reduction in services.

5. STANDARDS OF SERVICE, OBLIGATIONS OF THE PARTIES

- i. Insufficient Reimbursement. The Parties acknowledge that the Security Services under this Agreement are currently being provided at greater cost than what is reimbursed by the State of California for trial court security. It is understood that the funding amount for the services provided in this agreement has been insufficient to reimburse the County. Consequently, the Parties agree to work in good faith to minimize the cost and level of Security Services for trial court security, which may result in reducing the level of

Security Services provided under this Agreement to a level more closely commensurate with the funding provided by the State. In consultation with the Court, the Sheriff reserves the right to manage courthouse security in a manner that eliminates or minimizes unreimbursed security services.

- ii. Sheriff's Discretion. The management, direction, and supervision of Court Security Services and public safety protection; the standards of performance; the discipline of Court security personnel and all other matters incidental to the performance of such services shall be performed by and be the responsibility of Sheriff. Sheriff shall be the appointing authority for all personnel providing Court Security Services to Court by the MOU, although Sheriff shall advise Court in advance of staffing changes and consider any concerns that Court expresses about such changes.
- iii. Assignment of Personnel. Sheriff is responsible for ensuring that a sufficient number of personnel are available each day to reasonably and adequately perform all duties described in this MOU, and that staffing levels in Attachment 1 are maintained.
- iv. Day-to-Day Supervision. Sheriff shall designate supervisors who will be responsible for the day-to-day performance of all personnel providing Court Security Services. In addition, Sheriff will direct and oversee the screening operations performed by the contractor performing screening services. Court shall have an opportunity to provide input, and may request reassignment of Sheriff's personnel from a particular courtroom, station, or other location, and Sheriff will consider such request; however, Sheriff shall have complete discretion as to the assignment of Court Security Services personnel under this MOU.
- v. Briefings. Sheriff's Designated Coordinator will brief Court Executive Officer in a timely manner of all crime incidents, no later than one business day following the occurrence, and will provide Court Executive Officer with a monthly log of items confiscated at perimeter screening stations.
- vi. Qualifications and Training.
 - a. With the exception of one nonsworn staff (Court Attendant) and contract perimeter screening personnel, Sheriff will provide Court Security Services under this MOU using only properly trained peace officers employed by the Sheriff in good standing and on unrestricted duty, and of a rank of deputy sheriff or above. Sheriff personnel providing Court Security Services must have the training, experience, and qualifications required to perform the services assigned to them.

- b. All Sheriff personnel performing Court Security Services must participate in sexual harassment prevention training per the County of Mendocino Policies and Procedures at County's or Sheriff's full cost. Court Attendant must participate in sexual harassment prevention training periodically per the requirements of the Court and the JCC at Court's full cost.
- vii. Equipment and Supplies.
- a. All Sheriff's sworn personnel performing Court Security Services under this MOU shall wear the prescribed uniform and equipment of the Sheriff's Office, except as directed by the Court Security Division supervisor.
 - b. The maintenance of the following Court owned screening equipment in place as of the effective date of this MOU is the Court's responsibility.

Type	Make/Model	SIN	Location
Magnetometer	Ceia PMD2 Plus	31060480104	Ukiah
Magnetometer	Ceia PMD2 Plus	21806003009	Ukiah
X-Ray	Astrophysics XIS-6545	ASTRB160SS3275	Ukiah
X-Ray	Astrophysics XIS-6040	ASTRB160SM3465	Ukiah
Magnetometer	Ceia PMD2 Plus	21806002327	Fort Bragg
X-Ray	Astrophysics XIS-6545	ASTUC160553776	Fort Bragg

6. SCHEDULING; COORDINATION OF SERVICES

- i. Scheduling. Sheriff will schedule paid leave time for personnel providing Court Security Services so as to minimize the adverse impact to Court or staff absences in the performance of Court Security Services. In no event shall any rotation of staff assignments to perform services under this MOU result in any cost or expense to Court or adversely affect provision of Court Security Services. The parties agree to manage their resources to mitigate cost while ensuring adequate Court Security Services.
- ii. Weekly Schedule. Court publishes a weekly schedule that indicates which, if any, courtrooms will be dark.
- iii. Temporary Reassignments. Sheriff will match dark courtrooms with planned absences and arrange available Court Security Division personnel to active courtrooms to the fullest extent possible. If in any week there are more dark courtrooms than planned absences, Sheriff may temporarily reassign Court

Security Services personnel from dark courtrooms to other assignment within the Staffing Plan or as authorized by the Presiding Judge or designee.

7. **DISPUTE RESOLUTION**

In the event of any dispute arising from or relating to this MOU, the Court Security Sergeant and the Court Executive Officer shall use their best efforts to settle the dispute. In the event that no agreement is reached, the dispute shall be referred to the Sheriff and Presiding Judge to meet and confer to resolve the issues in good faith. If no agreement is reached at this level, Court, County and Sheriff agree to follow the procedures provided by Government Code section 69926.

8. **INDEMNIFICATION AND INSURANCE**

- i. Indemnification. In lieu of and notwithstanding the pro rata risk allocations which might otherwise be imposed between the parties pursuant to Government Code § 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 County and Court 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, cost, damage, or liability imposed for injury (as defined by Government Code § 810.8) 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 MOU. 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 of jurisdiction delegated to such other parties under this MOU.
- ii. Insurance. County, Sheriff, and Court shall each maintain their own liability insurance coverage against any claim of civil liability arising out of the performance of this MOU, and provide appropriate evidence of such coverage to the other party upon request.

9. **COURT ATTENDANTS**

- i. General. Court employs one or two Court Attendants to perform duties for the Court. The Court Attendant(s) shall meet the requirements as outlined in the Court Attendant job description attached hereto as Attachment 2 and

incorporated herein by reference. The Court Attendant is supervised by the Supervisory Courtroom Support Coordinator, who is responsible for approving time off, reviewing and signing time sheets and completing performance evaluations. The salary of the Court Attendant shall be paid by the Court, and reimbursed by the Sheriff, for the term of this agreement..

- iii. Indemnification. The Court Attendants are employees of Court, and Court shall indemnify County and Sheriff from any claim, expense, cost, damage, or liability imposed for injury (as defined by Government Code § 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of a Court Attendant.
- iv. Training. Upon hire, Court Attendant shall receive training on radio use and information regarding his or her responsibilities in the event of an emergency.
- v. Evaluations. Court shall notify Sheriff at least 2 weeks prior to the due date for the Court Attendant's yearly evaluation to allow for input from Sheriff. Additionally, Court shall meet and confer with Sheriff to address any known or suspected performance deficiency from a Court Attendant.

10. GENERAL PROVISIONS

- i. Independent Contractor Status. In the performance of services under this MOU, County, Sheriff and their respective officers, agents, and/or employees shall be deemed independent contractors and not officers, agents, or employees of the Court. All such personnel provided by County or Sheriff under this MOU are under the direct and exclusive supervision, daily direction, and control of County and Sheriff, and County and Sheriff assume full responsibility for the actions of such personnel in the performance of services hereunder. County will be solely responsible for satisfying all legal obligations relating to the payment of its employees, including compliance with applicable social security requirements, withholding employee benefits, and all related applicable regulations. County employees, personnel, and agents providing services under this MOU are not covered by any employee benefit plans provided to the Court's employees.
- ii. Notices. Any notices required or permitted hereunder 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;

To COURT:

Court Executive Officer
Mendocino Superior Court
100 North State St., Rm 303
Ukiah, CA 95482

AND

Presiding Judge
Mendocino Superior Court
100 North State St., Rm 303
Ukiah, CA 95482

To COUNTY:

Clerk of the Board of
Supervisors
County of Mendocino
501 Low Gap Road, Rm 1010
Ukiah, CA 95482

AND

Sheriff
County of Mendocino
951 Low Gap Road
Ukiah, CA 95482

A notice shall be effective on the date of personal delivery if personally delivered before 4:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

- iii. Time of the Essence. Time is of the essence in this MOU. 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 for 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.
- iv. Audit and Inspection of Records. Each party shall permit the other parties and their designees to copy, review, and audit the books and records relating to its obligations under this MOU, and to make excerpts and transcripts from them, as reasonably requested. The parties will maintain the books and records relating to their respective obligations under this MOU for a period of five years following final payment by Court under this MOU.
- v. Amendment. This MOU may be modified or amended only by a written document executed by all parties.
- vi. Assignment. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
- vii. Entire Agreement. The MOU, including all Attachments hereto, constitutes the complete and exclusive statement of agreement between the parties with

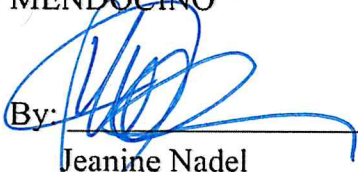
respect to the subject matter hereof. As such, all prior written and oral understands are superseded by this MOU.


- viii. Construction. This MOU shall be construed as if prepared by all parties, and shall be construed, interpreted, and governed by the laws of the State of California. The headings and captions in this MOU are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the MOU.
- ix. Waiver. A waiver by any party of a breach of any of the covenants to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement.
- x. Authority to Enter Agreement. County, Sheriff, and Court each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.
- xi. Cooperation and Further Assurances. County, Sheriff, and Court will cooperate in good faith to implement this MOU, and will execute any further agreements and perform any additional acts that may be reasonable necessary to carry out the purposes and intent of this MOU and of the Law Enforcement Act.
- xii. Counterparts. The MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- xiii. Severability. If any provision of this MOU 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 so conformable, so as not to affect the validity or enforceability of this MOU.
- xiv. Legislative Changes. If any changes are made to the Law Enforcement Act, Rules of Court adopted pursuant thereto, or other Applicable Law, or if the State imposes any limitations applicable to this MOU and the services to be provided hereunder (each, a "Legislative Change"), then (1) to the extent any Legislative Change is of mandatory application, such change shall apply to the parties and this MOU, and this MOU shall be deemed to be amended to be consistent with such change except to the extent that such change alters a material provision of this MOU in which case such material provision shall be

avoidable and the parties will negotiate in good faith to amend the MOU as necessary, and (2) to the extent any Legislative Change is not of mandatory application, such changes shall not affect the MOU or the right or obligations of the parties unless the parties mutually agree to subject themselves to such change.


IN WITNESS WHEREOF, that parties hereto have executed this MOU as of the date written above.

THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF
MENDOCINO

By: 
Jeanine Nadel
Presiding Judge

By: 
Kim Turner
Court Executive Officer


COUNTY OF MENDOCINO

By: 
Chair, Board of Supervisors

MENDOCINO COUNTY SHERIFF

By: 
Sheriff

Approved as to Form and Legality:

By: 
County Counsel

ATTACHMENTS TO THIS AGREEMENT:
Attachment 1 – 2022 Staffing Plan
Attachment 2 - Court Attendant Job Description

ATTACHMENT 1

2022 STAFFING PLAN Basic Services

A. "Court Facilities" refers to the following facilities and courtrooms:

- ∞ Mendocino Courthouse, 100 N. State Street, Ukiah
 - Courtrooms A, B, C, E, F, G, H
 - Jury Deliberation Rooms
 - Clerk's Offices in Rooms 107 and 108
 - Court Administration in Rooms 302 and 303
 - Self Help Legal Assistance in Room 304
 - Family Court Services in Room 212 and adjoining offices
 - Jury Services in Room G1
- ∞ Community Justice Center, 700 S. Franklin Street, Fort Bragg
 - Courtroom
 - Jury Deliberation Room
 - Clerk's Office
 - Self Help/Family Mediation/MLAS Offices

B. Basic Services include the following tasks:

- ∞ Managing and supervising the day-to-day performance of all Sheriff personnel assigned to Court Security Services;
- ∞ Providing bailiffs, who shall maintain security and order in the Courtrooms listed in this Staffing Plan. Bailiffs shall be aware of all activity and will act to ensure the safety and order in concert with the desire of the Judge and established procedures of the Sheriff's Office;
- ∞ Overseeing perimeter screening of the public and other court users and staff, including oversight of perimeter security contractor(4 FTE in Ukiah and 1 FTE in Fort Bragg);
- ∞ Patrolling the interior of Court Facilities; control room monitoring of Court Facilities as deemed appropriate by Sheriff;
- ∞ Upon request, incident response in the all courtrooms, Clerk's Offices, Court Administration, Family Court Services, Self Help Legal Assistance, and Jury Services in both Ukiah and Fort Bragg;

- ∞ Providing security and protection to judicial officers, court staff, and jurors within the Court Facilities, including identifying potential threats to court personnel or Court Facilities, researching security needs and issues relating to high profile trials; responding to incidents in all Court Facilities, responding to threats to court or judicial officer security; completing mandatory State reporting requirements concerning threats to judges; and providing judicial security when needed in any court location;
- ∞ Securing holding cells within Court Facilities;
- ∞ Securing movement of persons in custody within Court Facilities, including remands, and ensuring persons in custody arrive in court on time and in a secure manner;
- ∞ Maintaining security-related equipment (including restraint devices such as waist chain sets, leg irons, and stun belts), excluding equipment as described in Section 5, subsection, vi, b of this MOU, the maintenance of which is the responsibility of the Court.

C. Staffing levels will be as follows:

- ∞ Courtrooms: There are Seven (7) criminal and One (1) civil courtroom. All criminal court rooms will be assigned 1 deputy sheriff. When a multi-codefendant case is being heard, the court security supervisor will attempt to staff the courtrooms with a one-deputy-to-one defendant (1:1) ratio. Civil courtrooms will be staffed by a court attendant as specified under section 69922 in the Government Code. At no time will the bailiff leave his/her assigned court room unattended, unless emergency situation dictates.
- ∞ Rover: There will be One (1) deputy assigned as a roving deputy, who provides hallway and court facility security. This deputy will provide break relief and coordinate all emergency activity occurring inside the courthouse.



ATTACHMENT 2
**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MENDOCINO
CLASSIFICATION SPECIFICATION**



CLASS TITLE: COURT ATTENDANT
CLASS CODE: 86300
REPORTS TO: ADMINISTRATIVE SERVICES COORDINATOR
FLSA STATUS: NON EXEMPT

JOB SCOPE AND DISTINGUISHING FEATURES:

Under regular supervision this single classification provides courtroom support by performing limited security-related and courtroom duties and provides assistance to court officials, jurors, witnesses, attorneys, and the public. This is a highly confidential position. Incumbents are present during confidential proceedings, potential case settlements, off-the-record statements, and in-chamber conversations. This is a non-sworn position.

This position is supervised by the Administrative Services Coordinator but also works at the direction of the Sheriff's deputy responsible for court security in the Ukiah courthouse. Accordingly, the Sheriff's deputy shall coordinate work assignments with the Administrative Services Coordinator. Court Attendant serves as a liaison between the Court and public and has limited security-related responsibilities.

ESSENTIAL JOB FUNCTIONS: (All responsibilities may not be performed by all incumbents.)

Courtroom Related:

- ∞ Formally opens and closes assigned courtrooms.
- ∞ Searches courtrooms and surrounding areas before court sessions to ensure courtroom security and proper placement of courtroom equipment.
- ∞ Observes people and activities during court sessions and reports security violations or suspicious items to deputy or other appropriate personnel.
- ∞ Ensures jurors, spectators, witnesses, and others conform to standards of courtroom demeanor by informing them of the standards.
- ∞ Administers immediate first aid when needed and contacts the appropriate personnel or agency in the event of a medical emergency.
- ∞ Implements the evacuation plans in the event of an emergency and reports actions to a deputy sheriff.
- ∞ Directs members of the media and the public to appropriate areas or personnel and responds to questions from the public in a courteous and service-oriented manner.
- ∞ Serves as liaison between attorneys, jurors, witnesses, litigants and the judicial officer and his or her court staff.
- ∞ Responds to requests from disabled persons regarding access to court services and sessions through reasonable accommodation, advises the court of any special accommodations required.
- ∞ Provides water for courtrooms before morning and afternoon court sessions.
- ∞ Facilitates the smooth and efficient operation of the courtroom by assisting court staff in distributing forms and documents, as needed, to attorneys and litigants.
- ∞ Assists the public in wayfinding and with basic court information.

EQUIPMENT USED:

Computer, printer, copier, scanner, telephone equipment, video hearing equipment, assistive listening equipment, two-way communication radio.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Graduation from high school or equivalent. Experience in customer service/customer support.

Special Requirements:

Court Attendants are required to successfully complete a court approved CPR certification and first-aid training course during their first six months of employment and are required to maintain such certification. Court Attendants wear

distinctive clothing as stipulated by the Court; and all Court employees must pass a security clearance investigation, a drug screen, criminal history background and fingerprinting.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- ∞ Clerical practices and procedures.
- ∞ English grammar, spelling and punctuation.
- ∞ Legal terminology of court work and legal process forms.
- ∞ Court procedures.

Ability To:

- ∞ Observe situations, identify when to react and determine appropriate courses of action without supervisor present.
- ∞ Analyze jury and public requests and determine appropriate response.
- ∞ Organize, prioritize and complete work assignments with minimal supervision and under time constraints including flexibility/adaptability to changing work assignments.
- ∞ Establish and maintain effective working relationships with judges, attorneys, co-workers, court security staff and the public including dealing with diverse people in a courteous and tactful manner.
- ∞ Use good judgment and interpersonal skills to mediate and defuse disputes in the courtroom.
- ∞ Read, write, and speak English at a level necessary for satisfactory job performance.
- ∞ Comprehend, interpret and follow instructions.

Physical Requirements:

Incumbents must be able to see and distinguish objects across a courtroom; hear and understand conversations when background noise is present; bend, stretch, twist or reach quickly to respond to medical or other emergency situations.

While performing the essential functions of this job, the incumbent may be regularly required to sit or stand and use hands to grasp objects.

Physical ability to lift light to moderately heavy articles, sometimes weighing up to 30 pounds and carrying of objects weighing up to 30 pounds; pushing and/or pulling objects weighing up to 30 pounds. Lifting positions may be from the floor to the waist, and/or from the waist to an overhead position.

WORKING CONDITIONS:

Work is performed in a courthouse or courtroom environment with little exposure to outdoor temperatures or dirt and dust.

This class specification should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.