

February 7, 2013
OPINION 12-0187

Honorable Sid J. Gautreaux, III
Sheriff
East Baton Rouge Parish
Post Office Box 3277
Baton Rouge, Louisiana 70821

84 PARISHES
107 SHERIFFS - Constables & Marshals

La. R.S. 13:5533; La. R.S. 13:5539; La. R.S. 33:4713; La. R.S. 33:4715

Courthouse security is the responsibility of the parish governing authority.

Dear Sheriff Gautreaux:

You have requested an opinion of the Attorney General as to whether the East Baton Rouge Sheriff's Office is responsible for providing security for the Nineteenth Judicial District Courthouse. Your office is currently providing one deputy per court room per day. Your office is also providing additional security for the Nineteenth Judicial District Courthouse, including the entrance and all areas of ingress and egress for the building. The City/Parish is currently reimbursing you for the expense associated with one deputy per court room per day. However, neither the Nineteenth Judicial Building Commission, Nineteenth Judicial District Judges, the Clerk of Court, nor the City/Parish contribute to the cost associated with providing additional security for the building. Your request has been forwarded to me for research and reply.

La. R.S. 13:992.1(C)(1) creates the Nineteenth Judicial District Court Commission ("Commission") and authorizes the Commission to do the following:

[C]ontract, administer the proceeds of the costs and charges authorized in this Section, lease, sublease, and otherwise provide for the construction, equipping, maintenance, and operation of a new courthouse for the Nineteenth Judicial District Court and to pledge and dedicate the receipts of the courthouse construction fund created hereby for the payment of any lease or sublease obligation, loan agreement, or other financing agreement relative thereto.

The Commission, City/Parish of East Baton Rouge, and Louisiana Public Facilities Authority entered into a cooperative endeavor agreement ("Agreement") dated December 1, 2005. The Agreement provides that "the City/Parish has agreed to perform certain day-to-day operating and maintenance services for the Facility once constructed (the "Continuing Services").¹ Article I of the Agreement sets forth the "City/Parish Representations and Obligations."² Article I, Section 1.3 provides that

¹ Agreement at p. 2.

² Agreement at p. 3.

"[u]pon completion of the project, the City/Parish agrees to perform the Continuing Services as required by statute."³

It is well settled that "[w]hen the words of a contract are clear and explicit and lead to no absurd consequences, no further interpretation may be made in search of the parties' intent."⁴ The meaning and intent of the parties to a written instrument is ordinarily determined from the four corners of the instrument.⁵ Our analysis of the Agreement finds that the language is clear and explicit. The instrument provides that the City/Parish agrees to perform day-to-day operating and maintenance services for the facility as required by statute.

Therefore, in order to answer your question, we must determine whether the City/Parish is required by statute to provide security at the Courthouse. La. R.S. 13:5539(B) requires each sheriff or deputy to attend every court session that is held in his parish. La. R.S. 13:5533 sets forth the fee for court attendance as follows:

A. Except in the parish of Orleans, the governing body of the parish shall pay to the sheriff or his deputies attending upon the sessions of their respective courts of appeal and district courts reimbursement of thirty-four dollars for each day, and such sums shall be deposited in the sheriff's general fund.

B. The provisions of this Section shall be construed as compensation for performance of the sheriff's duty to attend court as set forth in R.S. 13:5539(A), and in no such case shall the compensation set forth in this Section be construed in such a fashion as to compensate more than one sheriff or sheriff's deputy on any single day per section of court or to require the governing authority to pay a sum exceeding thirty-four dollars per day per section of court, unless the court of appeal or district court secures authority from the governing authority of the parish in which the court is located to have on any single day per section of court more than one sheriff or sheriff's deputy, in which event the governing body of the parish shall pay the reimbursement specified in this Section based on the number of sheriffs or sheriff's deputies assigned.

La. R.S. 33:4713 governs, generally, a parish's obligation to provide for court, and provides, in pertinent part, as follows:

(A). Each parish shall provide and bear the expense of a suitable building and requisite furniture for the sitting of the district and circuit courts and such offices, furniture, and equipment as may be needed by the clerks and recorders of the parish for the proper conduct of their offices and shall

³ Agreement at p. 3.

⁴ *Sharpe v. Sharpe*, 536 So.2d 434, 437 (La.App. 4 Cir. 1988); La. C.C. art. 2046.

⁵ *Robinson v. Robinson*, 99-3097 (La. 1/17/01), 778 So.2d 1105.

provide such other offices as may be needed by the sheriffs of these courts and by the tax collectors and assessors of the parish and shall provide the necessary heat and illumination therefor.

Further, La. R.S. 33:4715 mandates “[t]he police jury of each parish shall provide a good and sufficient court-house....” Our office addressed the issue of courthouse security in La. Atty. Gen. Op. No. 92-742. Specifically, in La. Atty. Gen. Op. No. 92-742 we addressed whether or not the Webster Parish Clerk of Court was responsible for contributing to the cost associated with providing security to the Webster Parish Courthouse. We determined that security provided in the courthouse is the responsibility of the governing authority. The authority relied on by our office included La. R.S. 33:4713 and La. R.S. 33:4715, cited above.

Of note, in La. Atty. Gen. Op. No. 77-1135, we were asked to determine whether the Sheriff’s department or the police department had the exclusive power and authority to issue identification badges to personnel, who seek to enter a governmental complex building which housed municipal, and parish offices as well as the Court of Appeal, district courts and District Attorney. In reaching our conclusion, we opined that “in the absence of specific ordinances or resolutions of the East Baton Rouge City Parish Council, the security of the building is within the jurisdiction of the Mayor-President” and that the authority to issue identification badges rested with the Mayor-President.

Based on the foregoing, we must conclude that security provided in the courthouse is the responsibility of the parish governing authority under this statutory regime. Further, pursuant to the Agreement, the City/Parish has agreed to perform day-to-day operating and maintenance services for the facility as required by statute. Therefore, it is the opinion of this office that the City/Parish is responsible for providing security for the Nineteenth Judicial District Courthouse under its contractual obligations as well.

Finally, we note that while security provided in the courthouse is the responsibility of the parish governing authority, it may enter into an intergovernmental agreement with the Sheriff’s Office to provide these extra security services, and an agreement may be made by the parish officers in the building to share the expense.⁶ However, since La. R.S. 13:5539 requires reimbursement for the sheriff’s court attendance by the parish governing authority, the parish governing authority would also have to be a party to any agreement providing additional security.⁷

⁶ See, La. Atty. Gen. Op. No. 88-632 wherein this office stated that the judicial expense fund could be used to pay the sheriff for additional and better security to improve the courtroom and personal security of the judges.

⁷ La. Atty. Gen. Op. Nos. 03-0125, 92-0742, and 88-0632.

We hope that this opinion has adequately addressed the legal issues you have raised. If our office can be of further assistance, please do not hesitate to contact us.

With best regards,

JAMES D. "BUDDY" CALDWELL
ATTORNEY GENERAL

BY: _____
Erin C. Day
Assistant Attorney General

JDC: ECD

SYLLABUS

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Date Assigned:

Date Released: February 7, 2013

Erin C. Day
Assistant Attorney General