



STATE OF UTAH
CONTRACT

7/1/15

CONTRACT #

Table with 4 columns: Vendor#, 16910B, CommCd, 00000

This contract is between the State of Utah, Administrative Office of the Courts, referred to as State and Roosevelt City Police for the purpose of providing bailiff and security services for District and Juvenile Courts.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

- 1. Contract period: 07/01/15 Effective Date
06/30/16 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal options: Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. Contract amount:

Table with 5 columns: Item, Hrs Allotted, Hrly Rate, Contract Amt, Total. Rows: Bailiff Security, Perimeter Security.

- 3. Attachment A: Terms & Conditions
Attachment B: Scope of Work
Attachment C: Sample Invoice

4. Contact Information:

Courts: Eighth District & Juvenile Court
Attn: Russ Pearson
Addr: 920 East Hwy 40
City/Zip: Vernal 84078
Phone: 435 781-9300
E-mail: Russp@utcourts.gov

County: Roosevelt City Police Department
Attn: Rick Harrison
Addr: 255 South State St. #36-8
City/Zip: Roosevelt 84066
Phone: 435 722-2330
E-mail: rharrison@rooseveltcity.com

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.

COUNTY

Handwritten signature of David D. Ryan

County Commissioner

AOC

State Court Administrator or Designee

County Sheriff

Handwritten signature of County Sheriff

District Court Executive

County Attorney

Handwritten signature of County Attorney

Juvenile Court Executive

LEGAL STATUS OF CONTRACTOR

- Legal status options: Sole Proprietor, Non-Profit Corporation, For-Profit Corporation, Partnership, Government Agency (checked)

Court Counsel

Availability of Funds

State Division of Finance

ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and 63-63C-102 Utah Code annotated, 1953, as amended.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and 63-63c-102 Utah Code annotated 1953, as amended, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

11. NOTICE: The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.

12. PROBLEM RESOLUTION: The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

13. CONTINUITY OF COURT OPERATIONS: The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.

14. SECURITY INCIDENT REPORTING: The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.

15. SECURITY REVIEWS: The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.

16. TRAINING: The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.

17. ENTIRE CONTRACT: This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised 02/25/2015)

ATTACHMENT B: SCOPE OF WORK

Bailiff Services:

A. Roosevelt City Police Department shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the Eight District, District and Juvenile Courts in Roosevelt City.

B. Roosevelt City Police Department and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The City is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

Security Service:

Roosevelt City Police Department agrees to provide court security services and such other duties as may be required by law for the Eighth District, District and Juvenile Courts in Roosevelt City. The City agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. The City agrees to provide security staff sufficient to provide full-time door access security. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, during the hours of 7:30 a.m. to 5:30 p.m. and any hour that the court is open before or after those times.

Court Security Plan:

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Roosevelt City Police Department, has developed a court security plan. The plan outlines the responsibilities of the Police Department and a written copy of that plan has been provided to the Police Department. The Court Security Plan is hereby incorporated by reference into this contract.

DATE: _____

INVOICE NUMBER: _____

(Required)

**Due by the 15th day of the month*

TO: Eighth District & Juvenile Courts
Attn: Russ Pearson
920 East Hwy 40
Vernal UT 84078

russp@utcourts.gov

FROM: Roosevelt City Police Department
Attn: Rick Harrison
255 South State Street #36-8
Roosevelt UT 84066

rharrison@rooseveltcity.com

Services for the month of: _____

0 hours for **BAILIFF** services @ \$ - ea = \$ -

0 hours for **SECURITY** services @ \$ - ea = \$ -

TOTAL \$ -

County Agent Signature

Trial Court Executive Signature

Month: _____

Year: _____

Courtroom: _____

Court Location: _____

BAILIFF

Date	Officer Name	Name of Judge	District Hours	Juvenile Hours
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

Total **BAILIFF** hours

0	0
---	---

County Agent Signature

Trial Court Executive Signature

