

Mayor's Office : Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

2.11

Date Received
(office use)

Date of Request	07/05/2017
Requesting Staff Member	Marci Woodward
Requested Council Date	07/11/2017
Topic/Discussion Title	New inter-local agreement with Holladay City for the Salt Lake County Sheriff's Office to provide bailiff and security services at the Holladay City Justice Court
Description	New inter-local agreement with Holladay City for the Salt Lake County Sheriff's Office to provide bailiff and security services at the Holladay City Justice Court – See attached proposed contract, attached request for proposals (RFP) from Holladay City, and attached proposal that the Sheriff's Office submitted to Holladay City. As this will be new revenue, a proposed budget adjustment request will be made separately.
Requested Action ¹	Please sign the provided resolution authorizing this inter-local agreement.
Presenter(s)	Marci Woodward or Carrie Hackworth
Time Needed ²	
Time Sensitive ³	Yes, Holladay City wants us to begin providing services as quickly as possible.
Specific Time(s) ⁴	
Contact Name & Phone	Marci Woodward or Carrie Hackworth ^{Marci} ext. 89477 or ^{Carrie} ext. 89872
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic is scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2017

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL
AUTHORIZING AN INTERLOCAL AGREEMENT TO PROVIDE
BAILIFF AND SECURITY SERVICES TO THE CITY OF
HOLLADAY**

WHEREAS, Salt Lake County ("County") and the City of Holladay ("City") are public agencies as defined in the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 ("Cooperation Act"); and

WHEREAS, City operates the Holladay Justice Court ("Justice Court"); and

WHEREAS, the Salt Lake County Sheriff's Office ("Sheriff") is willing and able to provide bailiff and security services in City's Justice Court; and

WHEREAS, the Sheriff and City desire to enter into the Interlocal Cooperation Agreement attached hereto as ATTACHMENT A.

WHEREAS, the Legislature of the State of Utah has provided, in Section 11-13-202.5(1)(b) of the Cooperation Act, for the adoption of interlocal cooperation agreements pursuant to a resolution of the governing body of any political entity that is a party to such an agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE SALT LAKE COUNTY COUNCIL:

1. That the attached Interlocal Agreement is accepted and approved and the Salt Lake County Mayor is authorized to execute the agreement on behalf of Salt Lake County.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED and ADOPTED this _____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL

Steve DeBry, Chair

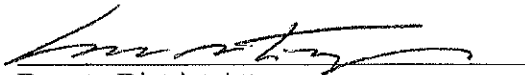
ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Board Member Bradley voting	_____
Board Member Bradshaw voting	_____
Board Member Burdick voting	_____
Board Member DeBry voting	_____
Board Member Granato voting	_____
Board Member Jensen voting	_____
Board Member Newton voting	_____
Board Member Snelgrove voting	_____
Board Member Wilson voting	_____

APPROVED AS TO FORM:


Deputy District Attorney

ATTACHMENT A

Interlocal Cooperation Agreement between Salt Lake County on behalf of the
Salt Lake County Sheriff's Office and the City of Holladay

ATTACHMENT A

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and the
CITY OF HOLLADAY
for bailiff and security services at the Holladay Municipal Justice Court

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah ("County") on behalf of the Salt Lake County Sheriff's Office ("Sheriff") and the **CITY OF HOLLADAY**, a political subdivision of the State of Utah ("City"). County and City are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, County and City are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, City issued a Request for Proposals ("RFP") seeking bailiff and court security services at the City of Holladay Justice Court ("Court"); and

WHEREAS, Sheriff submitted a response to City's RFP and was selected to provide bailiff and court security services at the Court; and

WHEREAS, the Parties are authorized under the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, *et seq.* to enter into an Interlocal Cooperation Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **SCOPE OF SERVICES**

Sheriff will provide one (1) armed uniformed guard meeting all statutory requirements to perform court security and bailiff duties. The Bailiff shall assume responsibility for maintaining order in the Court, monitoring prisoners appearing in Court, and assisting in removing remanded prisoners from the Court. The duties of the Bailiff will include, but not be limited to:

- a. Ensuring that the courtroom is prepared for proceedings. Inspecting the courtroom, Judges Chambers, and related offices/area for safety prior to court proceedings.

- b. Maintaining a presence inside the courtroom during all court proceedings to ensure the security of the in-court clerk, Judge, public and defendants as necessary during open court.
- c. Announce the judge for court sessions and swears in witnesses.
- d. Instructing and ensuring the evacuation of those present in court during emergencies.
- e. Responding as necessary to remove persons who are in unauthorized areas, or are causing a disturbance to the public or employees of the Court and/or other City employees.
- f. Assisting Sherriff with loading/unloading and security of prisoners transported to and from Court.
- g. Assisting and providing support to the judge during court proceedings and the Court Clerks' office as needed.
- h. Exercising all additional duties as outlined below when necessary.
- i. Fingerprinting individuals using Live Scan.

Additional security duties shall include, but are not limited to:

- a. Screening the public (attorneys, defendants, etc.) at the courtroom entrance to ensure that they do not have weapons which could be used to harm any person in the court area.
- b. Preventing and detecting intrusion, unauthorized activity, violence, vandalism, theft, safety hazards, etc.
- c. Detecting contraband and preventing the entry of contraband into the court area.
- d. Protecting individuals from bodily harm and protecting city equipment and other valuable items or documents.
- e. Regulating and directing the flow or movement of the public and others.
- f. Upon request, assisting the Sheriff to monitor defendants with active warrants or those individuals being taken into custody and assisting in confirming and coordinating arrests of defendants with warrants.

2. HOURS

The assigned Bailiff will be required to be present at the Court Monday – Thursday from 8:00 am – 4:00pm and Friday from 8:00am -11:30am or until court proceedings are completed. A normal day includes a lunch break from 12:00 p.m. or completion of morning court proceedings to 12:45 p.m. or when afternoon court proceedings begin. In some cases hours may extend though the lunch break. Time taken for lunch breaks is not considered time worked and should not be included on the weekly timesheet. If there are no proceedings scheduled on a given day, services will not be necessary.

3. DURATION AND TERMINATION

This Agreement shall become effective on the date indicated above and shall terminate June 30, 2018 unless terminated earlier. Contingent upon funding and at the option of the City,

this Agreement may be may be renewed for three (3) additional twelve (12) month terms. Either party may terminate this Agreement (with or without cause) upon at least thirty (30) days prior written notice to the other party.

4. COMPENSATION

The rate for services described herein shall be Forty Five Dollars and Seventy Five cents (\$45.75) per person-hour. Rate increases shall be allowed following the initial one (1) year term of this Agreement. Any rate increase shall be limited to the actual costs for providing the described services. Invoices shall be submitted monthly to the Court Supervisor. Invoices shall include, but are not limited to, an invoice number, date service was provided, name of personnel providing the service, type of service performed, number of hours worked each day, the specific rate, a total extended dollar amount.

Invoices will be submitted to the City monthly. Payment will be remitted thirty (30) days after receipt of the invoice. All invoices shall be sent to Holladay City, 4580 S 2300 E, Holladay UT 84117.

5. INDEMNIFICATION AND IMMUNITY

The County and City are both governmental entities under the Governmental Immunity Act of Utah (Utah Code Ann. § 63G-7-101, *et seq.* as amended) ("Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, the Parties agree that each party is responsible for any wrongful or negligent acts which it commits or which are committed by its authorized agents, officials, or employees, and neither party shall have any liability whatsoever for any wrongful or negligent act of the other, its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act and all other applicable law. The Parties agree to assume any and all legal costs for their own defense. The Parties further agree to apportion costs of any environmental liability or clean-up required by the State of Utah or by the United States. This apportionment shall be done on the basis of each party's historical usage of the Range.

6. NO AGENCY

No agent, employee or servant of City or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

7. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. NON-DISCRIMINATION

City and County agree that no person shall be subject to unlawful discrimination on the basis of race, color, religion, sex, national origin, age, veteran status or disability, or any other basis protected by law in connection with this Agreement.

9. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by City or County of applicable law, rule or regulation, shall constitute an event of default under this Agreement. City and County are responsible, at their own expense, to acquire, maintain and renew during the term of this Agreement, any necessary permits and licenses required for the lawful performance of duties and obligations under this Agreement.

10. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

11. NON-FUNDING

If City's performance or County's performance under this Agreement depends upon the appropriation of funds by a legislating body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or City of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or City, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

12. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows: (a) this Agreement shall be approved by each party pursuant to § 11-13-202.5; (b) this Agreement shall be reviewed

as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to §11-13-202.5; an executed original counterpart shall be filed with the keeper of records for each party pursuant to §11-13-209; (d) no separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and (e) except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

13. ENTIRE AGREEMENT

County and City acknowledge and agree that this Agreement, the Sheriff's Proposal in response to City's Request for Proposals; and the City's Request for Proposals and any addendums attached thereto, constitutes the entire integrated understanding between County and City, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth herein. This Agreement supersedes all prior agreements and understandings pertaining thereto. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

14. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah. . If any action, suit or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

15. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

16. INTERPRETATION

In the event of any inconsistency between any of the provisions of this Agreement and any documents pertaining thereto, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Sheriff's Proposal in response to City's Request for Proposals ("Exhibit A"); and
- C. The City's Request for Proposals and any addendums ("Exhibit B").

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and month recited above.

SALT LAKE COUNTY:

By: _____
Mayor or Designee

Date: _____

CITY OF HOLLADAY

By: _____

Title: _____

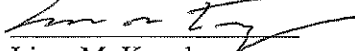
Date: _____

DEPARTMENTAL APPROVAL:

By: _____
Sheriff JAMES WINDER or Designee

Date: _____

Approved as to form:

By: 
Liam M. Keogh
Deputy District Attorney

Date: 05 July 2017

Approved as to form:

By: _____
Attorney for City of Holladay

Date: _____

EXHIBIT A

James M. Winder
Sheriff

Scott Carver
Undersheriff

Salt Lake County
Sheriff's Office



Pamela Lofgreen
Chief Deputy

Justin Hoyal
Chief Deputy

Kevin Harris
Chief Deputy

Protective Services Bureau • 2001 South State St, Suite N1-016 • Salt Lake City, UT 84190 • (385) 468-9862

Proposal for Bailiff and Court Security Services for the City of Holladay Justice Court

A. Introduction

The Salt Lake County Sheriff's Office, Protective Services Bureau is located at 2001 South State Street, Suite #N1-016 Salt Lake City, UT 84190.

The Holladay City Justice Court may contact the following Sheriff's Office employees in regards to this proposal and possible resulting contract:

Chief Deputy Justin Hoyal
Protective Services Bureau & Media Services Unit
(385) 468-9861 Office
(801) 884-7024 Cell
jhoyal@slco.org

Lt. Aaron Torres
Protective Services Bureau
(385) 468-9907 Office
(801) 419-1692 Cell
atorres@slco.org

Marci Woodward
Contracts and Purchasing Manager
(385) 468-9877 Office
(385) 468-9883 Fax
mwoodward@slco.org

Carrie Hackworth
Fiscal Manager
(385) 468-9872 Office
chackworth@slco.org

1. Qualifications

a. Organization's qualifications

The Salt Lake County Sheriff's Office, Protective Services Bureau is a recognized law enforcement agency in the State of Utah and has more than 20 years of experience providing court bailiff and security services.

b. Deputy qualifications

The deputies of the Salt Lake County Sheriff's Office, Protective Services Bureau who perform bailiff and security services:

i. Have the Peace Officer Standards and Training (POST) Special Function Certification; and

ii. Have successfully completed trainings that include:

- | | |
|-------------------------|--------------------------------|
| • Bailiff training | • First aid |
| • Court security | • CPR |
| • De-escalation tactics | • Emergency vehicle operations |
| • Building clearing | • Firearms |
| • Defensive tactics | • Active shooter |
| • Law enforcement | • Report writing |

2. Background

The Salt Lake County Sheriff's Office is Salt Lake County's recognized law enforcement agency. The Sheriff's Office is comprised of several Bureaus and departments. The Bureau that would provide the services described in this proposal is the Protective Services Bureau. The Protective Service Bureau began as a small security detail working at the former Salt Palace Arena over 35 years ago. Today, the bureau provides law enforcement and security services at Salt Lake County Government owned sites and at several justice court and district court locations throughout Salt Lake County.

Salt Lake County's Protective Services Bureau prides itself on meeting the diverse challenges of effective crime prevention by transitioning between law enforcement authority, prisoner management, government security and public service.

The Protective Services Bureau is overseen by a chief deputy, two lieutenants, eight sergeants, and has 121 deputies. There is a detective assigned to the Bureau to follow-up on reported crimes. The Bureau also has training coordinators to ensure that the deputies receive the best training.

Salt Lake County's Protective Services Bureau has several partner venues that we provide services to that include Matheson Third District Court, West Jordan District Court, Salt Lake County Justice Court and Taylorsville City Justice Court.

We pride ourselves with customer service as we serve the public and our partners.

In addition to the Protective Services Bureau, the Salt Lake County Sheriff's Office Corrections Bureau operates two correctional facilities; the Salt Lake County Metro Jail and the Oxbow Jail Facility. Both jails are highly efficient, designed to operate at low costs with an abundance of programs that minimize overcrowding issues while creating an approach that reduces recidivism.

The Sheriff's Office is also home to Search and Rescue, the Mounted Posse, Human Resources and Fiscal Divisions. With over 1,100 employees and volunteers, the Salt Lake County Sheriff's Office takes pride in its role as a leader in public safety and community service.

3. Compliance with the terms of the RFP

The Salt Lake County Sheriff's Office has read and understands the requirements described in the "Request for Proposals for Bailiff and Court Security Services for the City of Holladay" (the RFP). We are confident in our ability to provide these services.

4. Start date for services

The Salt Lake County Sheriff's Office, Protective Services Bureau is able to begin providing bailiff and security services to the Holladay City Justice Court beginning on July 1, 2017 (the start date specified in the RFP).

B. Relevant experience

1. Bailiff duties

The Salt Lake County Sheriff's Office, Protective Services Bureau specializes in courtroom security and protection. We have more than twenty years of experience providing court bailiff and security services. The Protective Services Bureau has 132 sworn deputies. We currently provide building security and protection to sixteen facilities throughout Salt Lake County. Of these sixteen facilities, four of them are courthouses including Matheson District Courthouse, West Jordan District Courthouse, Salt Lake County Justice Court and Taylorsville City Justice Court.

Daily, our deputies assist the Salt Lake County Sheriff's Office Corrections Bureau and the Utah Department of Corrections with the unloading of prisoners

from transport vehicles. We search prisoners prior to entering the court and then escort to holding cells. We then maintain the security of the prisoners throughout the day while they are at court. This includes moving prisoners from holding cells to the courtroom and back. At Matheson District Court, we manage an average of 200 prisoners per day. This includes getting them to court safely and on time.

At our partner courthouses, we take dozens of people into custody daily who are ordered to jail forthwith from the judges.

At our partner courthouses, our deputies regularly perform a search of the courtroom and surrounding area at the beginning of the day, following extended breaks and at the close of the day. We also search public access areas and the exterior of the building to ensure the court is safe.

In all of our current partner courtrooms, the court clerk will swear in the witnesses. We currently do not swear in any witnesses. However, we have the ability to research and implement best practices for swearing in a witness, in accordance with the needs of the court.

At our partner courthouses, our deputies regularly announce the judge to begin the court session. At the direction of the judge and/or the court, we customize the message to meet the needs of the court.

At our partner courthouses, our deputies are responsible for maintaining order in the court, providing support to the judge and court clerk during court proceedings, and ensuring the safety of court.

- ❖ In 2014, the Salt Lake County Sheriff's Office received a 97% satisfaction rating from the 2014 Utah State Courts Access and Fairness Survey.
- ❖ In the 2015 survey at the Matheson Court, we received a:
 - 98% approval rating for "feeling safe in the courthouse" and
 - 97% approval rating for "being treated with courtesy and respect".
- ❖ In the same 2015 survey at the West Jordan Court, we received a:
 - 96% approval rating for "feeling safe in the courthouse" and
 - 99% approval rating for "being treated with courtesy and respect".

At the Salt Lake County Justice Court, our deputies regularly use the Live Scan fingerprint machine to fingerprint individuals, at the court's request.

2. Additional security duties

We ensure the safety of the staff and public who come to our partner venues along with the security of the property and items within. These venues entrust us with full access to the entire site in order to maintain the security of the facility.

At our partner courthouses, our deputies regularly provide security services that include crime detection, crime prevention and crime deterrence.

Our deputies are highly experienced in human movement and controlling a court area's entrances and exits. At Matheson Court, our deputies direct the flow of movement of more than 2,500 individuals per day.

At our partner courthouses, our deputies regularly screen individuals to ensure they do not bring weapons or contraband into the court. Our deputies ensure people are moved through the screening process in a quick, safe, and professional manner. They also give directions on where to go in the courtroom.

At our partner courthouses, our deputies regularly prevent and detect intrusion, unauthorized activity, violence, vandalism, theft, and safety hazards.

3. Monitoring defendants with warrants and taking them into custody

At our partner courthouses, our deputies regularly encounter individuals with active warrants. We take those individuals into custody with minimal disturbance to court proceedings. We confirm the warrant through dispatch and communicate with the judge to coordinate the best time to take the individual into custody.

4. Hours

The Protective Services Bureau provides bailiff, law enforcement, and physical security services to forty-one judges at both district and municipal courts throughout Salt Lake County. We ensure our court partners can rely on our deputies to be at court when scheduled. It is also a common occurrence for our deputies to accommodate their schedules to meet the needs of the court calendars.

We are adept at ensuring a deputy is present for all court proceedings, including those proceedings that go later than business hours and sometimes into the late-night hours for jury trials. Each judge handles jury trials differently. We regularly adjust schedules to ensure continued coverage for each judge and/or court for varied court calendars and jury trials. We also regularly adjust the level of security for high profile or high threat jury trials or court proceedings.

5. Additional information about our experience

The Salt Lake County Sheriff's Office Protective Services Bureau has functioning systems in place to ensure our deputies regularly maintain all necessary documentation relevant to the services they perform at our sixteen current partner venues. This includes, but is not limited to, timecards and police reports.

The Salt Lake County Sheriff's Office is well equipped to ensure our employees are fully trained. Our training department:

- Tracks the training our employees have completed;
- Tracks the training our employees will need in the future;
- Frequently provides professional quality training to our own employees as well as the employees of other local law enforcement agencies; and
- Regularly sends our employees to off-site specialty trainings; so that our employees are trained by experts in their respective fields.

C. Proposed approach:

In this section, we will describe the approach the Salt Lake County Sheriff's Office has used when providing bailiff and security services at other courts. We recognize that every court is different. *If there are areas where Holladay City Justice Court has its own unique needs and therefore needs something different than our proposed approach, we are flexible and willing to accommodate additional direction from the Holladay City Justice Court.*

1. Hours (as described in the RFP)

The Sheriff's Office is willing and **able to provide services during the hours of operation and hours of court proceedings** described in the RFP; including making accommodations when the hours required vary from the scheduled hours as described in the RFP.

The Salt Lake County Sheriff's Office is equipped to **accommodate the fluctuating schedule of court proceedings**. The Protective Services Bureau has 132 sworn deputies. Though one deputy would be assigned to the Holladay City Justice Court as his or her regular assignment, the size of our organization allows us the flexibility to arrange for additional deputies, when necessary, to ensure adequate coverage.

The Salt Lake County Sheriff's Office understands that our deputies may be called upon to **stay late when court proceedings run later than planned** and sometimes may be called upon to **stay late for jury trials**. We will work with our deputies to ensure they will accommodate their schedules to meet the needs of the court calendars. The Salt Lake County Sheriff's Office is prepared to ensure that a deputy is present for proceedings that go late.

The Salt Lake County Sheriff's Office understands that each judge handles jury trials differently. We are prepared to adjust schedules to ensure continued coverage for each judge and/or court for varied court calendars and jury trials. If necessary, we are also able to adjust the level of security for high profile or high threat jury trials or court proceedings.

The Salt Lake County Sheriff's Office understands that there may be times when our services may not be necessary **if the court has to close unexpectedly because something disrupts the court's ability to hold scheduled court proceedings**. Even if the court is closed, we will extend to the City of Holladay the choice to cancel our services for that day or to have our deputy remain on the premises in order to provide law enforcement / security to the building and the employees of the City. We want to ensure that not only are those in the courtroom safe, but so are all the employees of the City and the public who visit Holladay City Hall.

The Sheriff's Office is prepared to comply with the terms of the RFP that indicate The Sheriff's Office will not bill Holladay City for services not rendered because of a scheduled or an unexpected court closure.

2. Bailiff duties (as described in the RFP)

The Salt Lake County Sheriff's Office has the experience and the skills to **ensure the safety and security of the people in a courtroom**; this includes but is not limited to: judges, clerks, other court employees, public defenders, attorneys, witnesses, defendants, government employees, and the public. The Salt Lake County Sheriff's Office specializes in courtroom security and protection. Public safety is our number one priority. We use and specialize in magnetometers, x-ray machines, person and property searches, prisoner control and management, interior/exterior building patrol, duress alarm response, close personal protection details and making our presence a visible law enforcement deterrent. We have specialized training in courtroom security, prisoner management, bailiff services, and courthouse facility protection. Our deputies are trained to provide security for everyone in a courtroom and to those with those within the facilities we serve.

The Salt Lake County Sheriff's Office Protective Services Bureau has the experience and expertise to **protect buildings, equipment, valuable items, and confidential documents**. We ensure the safety of the staff and public who come to the building as well as ensuring the security of the property and items within. As sworn officers, when we have access to confidential information, we ensure that information is shared only with those who are allowed to have access to it. In order to maintain the security of the facility, our partners usually entrust us with full access to the entire site. This is an honor and a responsibility that we accept with solemnity. We pride ourselves in integrity, honesty, and public service.

The Salt Lake County Sheriff's Office deputies who perform court bailiff and security services have the training, skills, and expertise to **monitor prisoners appearing in Court**. Before transported prisoners are scheduled to arrive, our deputies shall inspect the holding cell(s) to make sure the cell(s) are functioning securely and there are no foreign objects in the holding cell(s). When the transported prisoners arrive, our deputies shall assist the Salt Lake County Sheriff's Office Corrections Bureau and the Utah Department of Corrections with

the unloading of the prisoners from the transport vehicles. Our deputies shall search the prisoner(s) prior to entering the court and then escort the prisoner(s) to the holding cells. We will then maintain the security of the prisoners throughout the day while they are at court. This will include moving prisoners from holding cells to the courtroom and back.

The Salt Lake County Sheriff's Office deputies who perform court bailiff and security services have the training, skills, and expertise to **remove a remanded prisoner from a Court**. As a prisoner is being ordered forthwith to jail, our deputies are trained to take that person into custody safely and quickly with a minimal disturbance to court proceedings. Our deputies will coordinate with the Salt Lake County Sheriff's Office Corrections Transportation and the Utah Department of Corrections Transportation for the transport of prisoners.

The Salt Lake County Sheriff's Office deputies who perform court bailiff and security services have the skills and expertise to **perform safety inspections of courtrooms, judge's chambers, and other areas prior to court proceedings**. Our deputy bailiff will perform a search of the courtroom and surrounding area at the beginning of the day, following extended breaks, and at the close of the day. If the City of Holladay will permit, our deputy shall also search public access areas and the exterior of the building to ensure not only the court is safe, but the entirety of the Holladay City Hall building.

The Salt Lake County Sheriff's Office is prepared to ensure our deputy bailiff shall **announce the judge for court sessions** in a professional and respectful manner. We will customize our message to the needs and preferences of the judge or court. A possible example for our message to the audience of the court is, "All rise, Holladay City Justice Court is now in session. The Honorable Judge Augustus Chin is presiding." After the judge has entered the courtroom and at the discretion of the judge, we will announce, "The audience may be seated."

When requested by the judge, our deputy bailiff shall **swear in witnesses**. Though we do not currently have a procedure for swearing in witnesses, we will follow the process currently used at the Holladay City Justice Court and/or research the best practices from our other court partners and train our deputy on those best practices.

The Salt Lake County Sheriff's Office has the skill and expertise to **maintain order in a Court**. Every court has a different set of rules and every judge enforces the rules differently. Rules we commonly enforce in a courtroom include, but are not limited to:

- Dress and appearance;
- Talking;
- The use of cell phones and other electronic devices; and
- Gum, food, and drinks.

We will work with the court and the judge to enforce the rules of the courtroom.

The Salt Lake County Sheriff's Office is prepared to **provide support to the judge and court clerk during court proceedings**. We are proud of our standard of excellence in customer service. The Holladay City Justice Court is our partner and we will do everything we can to maintain efficiency of court proceedings and to ensure the highest level of customer satisfaction. As an example, with the judge's permission, we will:

- Regularly pass documents between the judges and attorneys or witnesses;
- Provide water to the judge and witnesses;
- Give tissues to emotional witnesses; and
- Arrange a courtroom based on the needs of a specific case or trial (such as when a trial will include the use of a television or whiteboard).

In the event it becomes necessary to conduct an **emergency evacuation during a court proceeding**, our deputies are fully trained in emergency and law enforcement procedures. Our deputies will:

- Communicate to those in the courtroom the need to evacuate,
- Instruct the people on where safe exit(s) are located,
- Aid the people in moving to the exit(s) in a calm and organized manner, and
- Ensure the safety of all the court staff, citizens and prisoners in the court.

When the courtroom is evacuated and all are safe, we will also help to evacuate the remainder of the building. All of our deputies have hand held radios that communicate and are on the same frequency with the Unified Police Department (UPD) and can help in that emergency response. In addition, through our radios, we have direct communication with UPD dispatch. This means we can request additional assistance including fire and emergency medical services (EMS) assistance, as needed.

The Salt Lake County Sheriff's Office deputies who perform court bailiff and security services have the skills and expertise to **respond appropriately to a person who is causing a disturbance**. Our deputies are trained in de-escalation tactics. If it becomes necessary to remove the person causing the disturbance, we will use all efforts to remove the individual at the lowest level possible. Our top priority will be the safety of the court staff, citizens, and the officer. If de-escalation tactics do not work and an arrest becomes necessary, our deputies have the authority to arrest individuals for violations of state law and city ordinances.

The Salt Lake County Sheriff's Office deputies who perform court bailiff and security services have the training and expertise to:

- **Prevent unauthorized persons from accessing unauthorized area;** and
- **Remove an unauthorized person who is found in an unauthorized area.**

The deputy assigned to Holladay City Justice Court will be familiar with unauthorized areas, will monitor those areas, and will deter unauthorized people

from entering unauthorized places. The deputy will also check to ensure that doors leading to unauthorized areas are secure and working properly.

If an individual is found in an unauthorized area, the deputy will contact that person, identify who they are, and ask for a reason they are in that area. The deputy will handle the situation at the lowest level possible by then explaining they are in an unauthorized area and ask them to leave. If they do not leave, or have been found to have violated the law, the deputy has the authority to arrest the individual.

The Salt Lake County Sheriff's Office deputies who perform court bailiff and security services are fully trained on **loading and unloading prisoners** transported to and from court. The deputy will assist the transportation officer with the unloading of the prisoners. The deputy will search the prisoner before placing them in the holding cell. The deputy will then secure the prisoner(s) into the holding cell in preparation for their court appearance. Once the prisoner is to be seen by the judge, the deputy will escort them into the courtroom, monitor that individual, and then return the individual to the holding cell. When the transportation returns to pick up the prisoner, the deputy will escort the prisoner(s) from the holding cell to the vehicle.

The Salt Lake County Sheriff's Office deputies who perform court bailiff and security services are fully trained on the use of **Live Scan fingerprint** equipment. When requested by the Holladay City Justice Court, our deputy shall fingerprint individuals using the Live Scan equipment.

3. Additional security duties (as described in the RFP)

The Salt Lake County Sheriff's Office is prepared to provide security services that include:

- **Crime detection;**
- **Crime prevention;** and
- **Crime deterrence.**

As sworn, uniformed law enforcement, Salt Lake County Sheriff's Deputies will provide the Holladay City Justice Court the highest level of "Officer Presence" available. Officer presence is the first step in crime deterrence. Additionally, our deputies have the training and expertise to watch for and detect criminal behavior. The deputy's POST certification also gives the deputy the authority to take appropriate action when necessary, such as writing a citation and/or making an arrest.

The Salt Lake County Sheriff's Office has the experience and the skills to:

- **Efficiently regulate and direct the flow of human movement** in a designated area;
- **Control a court area's entrances and exits;**

- **Screen people entering a court to ensure they do not have weapon(s) or other instruments that could be used as weapons; and**
- **Screen people entering a court to ensure they do not bring contraband into the court area.**

These items are key elements in maintaining the safety of the courtroom.

The deputy assigned to the Holladay City Justice Court will have training and experience in using a magnetometer, hand/wand magnetometer and an X-ray machine. When appropriate, the deputy will also perform physical searches of bags, briefcases, and purses. If additional security screening equipment is used by the Holladay City Justice Court, the Sheriff's Office will ensure that the deputy is trained on the use of that equipment also.

The deputy at the Holladay City Justice Court will ensure that individuals are moved through the screening process in a quick, safe, and professional manner. The deputy will then give direction to the individual(s) regarding where to go in the courtroom.

The Salt Lake County Sheriff's Office is prepared to **prevent and detect intrusion, unauthorized activity, violence, vandalism, theft, and safety hazards**. Our Deputy will monitor the safety and security of the Holladay City Justice Court. If/when requested, our deputy shall also be available to monitor other city offices at the Holladay City Hall building. The deputy will take appropriate law enforcement action when violations of law are observed or reported. In addition, the deputy will keep a daily log of all their activities and write police reports on any law enforcement action. (Please see the "Documentation" section in section 5. below.)

4. Optional service (as described in the RFP)

When requested by the Holladay City Justice Court, the Salt Lake County Sheriff's Office shall:

- **Monitor court defendants with active warrants;**
- **Monitor individuals being taken into custody; and/or**
- **Confirm and coordinate arrests of defendants with warrants.**

When there is information that a defendant has a warrant, the deputy will confirm the warrant through dispatch. If a warrant is confirmed, the deputy will communicate with the judge and coordinate when the appropriate time will be to take the individual into custody. Once the judge is done speaking to the arrestee and the time has come to take them into custody, the deputy will arrest the individual, escort the individual to the holding cell, search the individual, and prepare them for transport to jail. Our deputies are trained to take individuals into custody in a seamless fashion that ensures minimal disturbance to court proceedings.

5. Additional information about our proposed approach

a. Documentation

The Salt Lake County Sheriff's Office is prepared to maintain all necessary documentation relevant to the performance of the bailiff and security services at the Holladay City Justice Court.

The deputies of the Salt Lake County Sheriff's Office are required to fill out and submit a time card for their work. The timecard is also approved by the deputy's immediate supervisor.

The Salt Lake County Sheriff's Office is prepared to ensure that the deputy assigned to the Holladay City Justice Court shall keep a written daily log. When an arrest is made or a law enforcement action is taken, the deputy will write a police report and the case number will be noted in the log. The daily logs will be available to Holladay City Justice Court upon request.

b. Training

The Salt Lake County Sheriff's Office is prepared to ensure that the deputy who will be providing the bailiff and security services will be fully trained. In addition to the required Peace Officer Standards and Training, the Salt Lake County Sheriff's Office requires each deputy to successfully complete a minimum of 40 hours of training per year. As part of this minimum, mandatory 40 hours of annual training, Protective Services Bureau deputies who perform court bailiff and security services receive training that is specific to courtroom, bailiff, law-enforcement, and security services.

c. Uniform

The Salt Lake County Sheriff's Office is prepared to ensure that the bailiff's appearance represents the best of the Salt Lake County Sheriff's Office and the Holladay City Justice Court. Our deputies wear the uniform of the Salt Lake County Sheriff's Office, according to our uniform policy. Our deputies are also given a uniform allowance to purchase and maintain their uniforms. The deputy's supervisor shall regularly inspect the deputy's uniform. (Please see the "Uniform and Equipment" section in the "General Information" section below.)

d. Equipment

The Salt Lake County Sheriff's Office is prepared to equip our deputies with the items necessary to perform the Bailiff and security services

described in the RFP. In addition to the uniform, each deputy is also issued a firearm, hand-held radio, handcuffs, bulletproof vest, Taser, and OC spray. (Please see the "Uniform and Equipment" section in the "General Information" section below.)

D. References

1. Reference #1

State of Utah Third District Court (two locations: **Matheson & West Jordan**)

Chris Palmer, Court Security Director

Chris Palmer's desk line: 801-578-3835

Chris Palmer's cell phone: 385-227-2687

Chris Palmer's e-mail: chrisp@utcourts.gov

Main line for the Matheson Court: 801-238-7300

Main line for the West Jordan Court: 801-233-9700

- The Salt Lake County Sheriff's Office provides bailiff, security and law enforcement services for the Third District Court.
- We have been providing services at the Matheson location for almost 20 years.
- We have been providing services at the West Jordan location for approximately 12 years.
- The Third District Court handles juvenile cases, adult misdemeanor cases, adult felony cases, civil cases, divorce cases, and adoption cases.
- At the Matheson Court, there are approximately 87,000 cases filed each year.
- At the West Jordan Court, there are approximately 25,000 cases filed each year.
- For the two locations combined, there are approximately 400 employees.

2. Reference #2

Taylorsville City Court

John Taylor

John Taylor's direct line: 801-963-5400

John Taylor's e-mail: jtaylor@taylorsvilleut.gov

Main line for the Taylorsville City Court: 801-963-0268

- The Salt Lake County Sheriff's Office provides bailiff, security and law enforcement services to the Taylorsville City Justice Court.
- We have been providing services to the Taylorsville City Justice Court for approximately four years.
- Taylorsville City Court is a municipal court that handles adult misdemeanor cases and small claims cases.

3. Reference #3

Salt Lake County Justice Court

Collette Faust
Collette Faust's direct line: 385-468-8207
Collette Faust e-mail address: cfaust@slco.org
Main line for the Salt Lake County Justice Court: 385-468-8200

- The Salt Lake County Sheriff's Office provides bailiff, security and law enforcement services to the Taylorsville City Justice Court.
- We have been providing services to the Salt Lake County Justice Court for more than 20 years.
- Salt Lake County Justice Court is a municipal court that handles adult misdemeanor cases and small claims cases.
- There are approximately 13,400 cases filed each year at the Salt Lake County Justice Court.
- There are approximately 14 employees at the Salt Lake County Justice Court.

E. General information

1. Sheriff's Office employees who will be providing services

a. The selection of the bailiff

If the Sheriff's Office is selected to provide bailiff and security services at the Holladay City Justice Court, the Salt Lake County Sheriff's Office will invite the Holladay City Justice Court to participate in the selection of the deputy bailiff that will have the Holladay City Justice Court as his or her regularly assigned post.

Our proposed approach will be to notify all of our current deputies of the opportunity to serve at the Holladay City Justice Court and to require all interested deputies to submit a letter of interest and a current resume. We will then have the Holladay City Justice Court review the resumes and set up interviews with candidates of the court's choosing. Once the interviews have been conducted, the court may select the candidate of their choice. The Protective Services Bureau Administration will be available to participate in the interviews, at the request of the court.

If the court does not want this approach and would like to handle the selection process in a different manner, we will accommodate that request.

During the course of the contract, if there comes a time where the Holladay City Justice Court desires a different bailiff, a new bailiff may be selected.

b. The qualifications of our deputies

All deputies in the Protective Services Bureau of the Salt Lake County Sheriff's Office have the Special Functions Certification from Peace Officer Standards and Training (POST).

The Salt Lake County Sheriff's Office provides and mandates a minimum of 40 hours of training for each of our deputies each year.

Each deputy has different additional certifications based on the different specialized trainings he or she has successfully completed. On their resume, each deputy will have a list of the trainings and certifications he or she has successfully completed. Copies of their certification(s) will be available upon request.

Since we do not yet know which of our deputies will submit letters of intent for the position at the Holladay City Justice Court, we are unable to provide resumes for specific deputies. Instead, please see the attached example resume.

2. Uniforms and equipment

a. Uniform:

If the Sheriff's Office is selected to provide bailiff and security services at the Holladay City Justice Court, the deputy assigned to Holladay City Justice Court will be required to wear the Class B uniform, as described in the uniform policy of the Salt Lake County Sheriff's Office. A copy of the uniform policy is available upon request.

The Class B uniform includes a tan colored short or long sleeve uniform shirt, green uniform pants, shoulder patches indicating "Salt Lake County Sheriff", black boots, bullet proof vest, badge, name plate, gun belt with firearm, hand-held radio, handcuffs, Taser, OC (pepper) spray, and other items necessary for the job. Please see the photograph below for a visual of what the uniform looks like.



b. Equipment:

The Sheriff's Office will ensure the deputy assigned to Holladay City Justice Court will bring the following equipment to work:

- Uniform
- Bulletproof vest
- Badges
- Handcuffs
- Communication equipment (hand-held radio)
- OC (pepper) spray
- Taser
- Firearm(s)

If an item of equipment is not listed here but upon review, the Sheriff's Office determines the item is reasonably necessary to perform the bailiff and security services, the Salt Lake County Sheriff's Office will provide it.

3. Insurance

Salt Lake County is self-insured in accordance with Utah law:

- Utah Code Annotated, Chapter 30d, Title 63 (The Utah Governmental Immunity Act); and
- Utah Code Annotated, Chapter 34A-2-1, et. seq., (The Utah Workers Compensation Act).

Salt Lake County's self-insured status meets the minimum required coverage amounts as described in Holladay City's RFP. Attached is the standard self-insurance letter Salt Lake County uses for its proof of insurance.

If the Sheriff's Office is selected to provide bailiff and security services at the Holladay City Justice Court, upon request, an updated version of this letter will be available that will specify Holladay City Justice Court as the entity to which the letter is addressed and the "RE:" subject line will reference the awarded RFP and the resulting contract.

As a self-insured entity, Salt Lake County cannot add anyone as "additional insured". However, if the Sheriff's Office is selected to provide bailiff and security services at the Holladay City Justice Court, the topics of defense and indemnification can be negotiated and addressed in an indemnification clause of the contract, in accordance with The Utah Governmental Immunity Act.

4. Other

a. Providing all necessary support services and equipment

The Sheriff's Office is prepared to comply with the RFP's stipulation that the Sheriff's Office shall provide all support services; this includes but is not limited to:

- Staff;
- Administrative costs;
- Vehicles and the costs associated with the vehicles' maintenance and upkeep; and
- Equipment and materials necessary for the performance of the services.

b. Training Sheriff's Office employees

The Sheriff's Office is prepared to comply with the RFP's stipulation that the Sheriff's Office shall:

- Provide Sheriff's Office employees all necessary training required to execute duties; and
- Be responsible for annual recertifications.

c. Independent contractor and prohibition of sub-contracting

The Sheriff's Office is prepared to comply with the RFP's stipulation that the Sheriff's Office will provide the services as an independent contractor and the Sheriff's Office will not assign or sub-contract any of the services.

d. Conflict of interest disclosure

The Sheriff's Office has no knowledge of any conflicts of interest, as described in the RFP. With an organization as large as the Salt Lake County Sheriff's Office, it is possible one or more of our 1,100 employees has a relative working in some capacity at Holladay City, however, we are certain that no one in a decision making position has a conflict of interest.

e. Equal opportunity policy

Salt Lake County's equal opportunity policy is compliant with Holladay City Justice Court's equal opportunity policy referenced in the RFP.

f. Interviews and/or presentations

The Salt Lake County Sheriff's Office would welcome the opportunity to be interviewed by and/or make a presentation in front of Holladay City's selection board.

F. Cost

1. Pricing Structure

The rate for the services describe herein shall be \$45.75 per person-hour and shall be billed according to actual time worked, as reflected on the employee timecard(s). This rate shall be guaranteed for one year. Future rate increases shall be limited to what it costs the Salt Lake County Sheriff's Office to provide the contracted services.

The RFP asked that the cost for the "optional services" be broken out separately. There will be no additional fees for the optional services other than that the time it will take the deputy to perform the warrant monitoring and possible arrests will be considered billable time.

2. Monthly billing

The Sheriff's Office is prepared to comply with the RFP's stipulations to mail Holladay City's Court Supervisor an invoice once a month for the services rendered the previous month (containing all the information and supporting documentation outlined in the RFP).



children's
JUSTICE CENTER
SALT LAKE COUNTY



SIM GILL
DISTRICT ATTORNEY



Jeffrey William Hall
Chief Deputy
Justice Division

Blake Nakamura
Chief Deputy
Justice Division

Ralph Chamness
Chief Deputy
Civil Division

Lisa Ashman
Administrative
Operations

April 4, 2017

To Whom It May Concern:

Re: Evidence of Insurance –Salt Lake County

Salt Lake County is self-insured for liability claims including general, malpractice, auto, workers' compensation, director's and officers' liability and employer's liability. The County through the Salt Lake County Mayor processes and directly pays claims validly filed in accordance with and subject to the limitations of the following provisions in Utah state law:

Utah Code Annotated, Chapter 30d, Title 63
The Utah Governmental Immunity Act, and

Utah Code Annotated, Chapter 34A-2-1, et. seq.,
The Utah Workers Compensation Act

The self-insurance program provides protection for all County operations, employees, volunteers and locations. All liability claim payments are made directly to claimants. If you have any questions about this program, please call our office at (385) 468-7784.

Very truly yours,

M. Jeff Rowley
Risk Manager

**SALT LAKE COUNTY
SHERIFF'S OFFICE**

**James Winder
Sheriff**

**Scott Carver
Undersheriff**

**Justin Hoyal
Chief Deputy**



Salt Lake County Government Center
2001 South State Street, S2-700
Salt Lake City, Utah 84190-1430
(385) 468-9898

160 Years of Dedication

Protective Service Officer Transfer Request Form

To: Protective Services Chief Deputy Justin Hoyal

Name/IS#: **Xxxx X. Xxxx**

Date: **xx/xx/20xx**

Hire date: **xx/xx/xxxx**

Rank: **Deputy**

Transfer requested to: **Holladay City Justice Court, Deputy Bailiff**

Present assignment -- Division: **xxxx**

Unit/Squad: **xxxx**

Time in current assignment: **x year(s)**

Last promotion and/or transfer date: **xxxx**

Xxxx X. Xxxx

xxx E. xxxx S.

Salt Lake City & 841xx

(xxx) xxx-xxxx

My name is Xxxx Xxxx. I have proudly spent the last xx years serving the citizens of Salt Lake County as a police officer. I have gained many valuable skills during the course of my career that I feel make me an excellent candidate for the open position of Holladay City Justice Court, Deputy Bailiff. I have extensive understanding of xxxx from many years of xxxx. I also am proficient in the use and operation of xxxx. I have a fantastic ability to remain calm and reasonable in stressful circumstances, and have excellent customer service skills. I have a great rapport with deputies and officers at the Sheriff's Office and the Unified Police Department (UPD), and a keen understanding of the importance of reliable safety and security infrastructure. I am seeking a new position that will allow me to continue to utilize the knowledge and experience I have gained while affording me the opportunity to serve in a different capacity and add to my skill set.

Professional Qualifications:

- Certified for over xx years as a police officer in the State of Utah
- Proudly began serving the citizens of Salt Lake County in the year xxxx
- Current on all certifications and training
- Certified as a xxxx

Accomplishments:

- Recipient of several awards including xxxx and xxxx
- Initiated xxx City's xxx Program
- During the xx years I spent in xxxx, I aided in the apprehension, incarceration, and prosecution of hundreds of criminals.
- Participated in the rescue and safe return of many children and persons in peril
- Successfully completed xx years as a xxxx

Personal Qualifications:

Sharp problem solver	Seasoned in Conflict Resolution
Critical and Cognitive Thinker	Courteous Demeanor
Active Listener	Dedicated and Loyal
Prioritization and Time Management	Willingness to Learn
Desire to Improve	Patient and Reasonable

Positions Held:

- **Bailiff** February xxxx – March xxxx Served xxxx District Court, xxxx Circuit Court, and xxxx Justice Court
- **Police Officer** xxxx City March xxxx – July xxxx
- **Deputy Sheriff** Salt Lake County July xxxx – January xxxx Served xxxx City, xxxx Township, and xxxx City
- **xxxx Investigator** February xxxx – August xxxx
- **Protective Services Deputy** – May xxxx - present

EXHIBIT B



**REQUEST FOR PROPOSALS
FOR BAILIFF & COURT SECURITY SERVICES
FOR THE CITY OF HOLLADAY**

The City of Holladay (the "City") is soliciting written Proposals ("Proposal") from qualified Bidders ("Bidder") to provide Bailiff and Court Security Service for the City of Holladay Justice Court (the "Court"). Services will begin July 1, 2017 and end June 30, 2018. Contingent upon funding, and at the option of the City, this service may be renewed for three (3) additional twelve (12) month terms. Responders will provide necessary staff, training, equipment (excluding the metal detection station that is presently provided by the City), materials, insurance and documentation to perform the required services specified in this request.

Proposal Requirements:

- Responses to the Request for Proposals must be received by Friday, May 26, 2017, by 3:00 p.m. at the Holladay City Justice Court located at 4580 S 2300 E, Holladay UT. Responses shall be submitted in a sealed envelope clearly marked on the outside with the proposing firm's name and address and **"Proposal for Bailiff and Court Security services for the City of Holladay Justice Court"**.
- Responses received after the above date and time will not be considered and will be returned unopened to the company who prepared the Proposal.
- The Bidder submitting the Proposal must be a recognized Law Enforcement Agency for the State of Utah or a Contract Security Company licensed with the State of Utah.
- Responses must include one (1) original and three (3) copies of the complete Proposal.
- All Proposals shall become property of the City.
- All costs, including travel and expense incurred in the preparation of the Proposal, shall be borne solely by the Bidder.

Submission of Proposals does not obligate the City to award a contract. The City retains the right to reject any or all bidders, to waive any informality or technicality and/or re-solicit Proposals, and to accept any Proposal(s) deemed to be in the best interest of the City and the Court. The act of submitting a Proposal is a declaration that the bidder has read the Proposal and understands all requirements and conditions contained therein.

I. INFORMATION AND BACKGROUND

A. Type of Court

The City of Holladay Justice is a Class I Court and provides court services for the City of Holladay and Cottonwood Heights City, through an Interlocal agreement. Approximately 6000 cases are filed with the Court per year.

B. Court Hours of Operation

Court hours of operation are Monday thru Friday from 8:00 a.m. to 5:00 p.m.

Court proceedings are held Monday - Thursday beginning at 8:30 a.m. Ending hours vary based on case load. Friday hours are from 8:30-11:30am. Proceedings include Arraignments, Pretrial Conferences, Hearings on Motions, Bench Trials, Orders to Show Cause, Reviews, Sentencing, and Jury Trials. Court proceedings may continue past 4:00 p.m. (or 11:30 a.m. on Fridays) depending on case load and/or due to scheduling of Jury Trial(s).

In the event the Court is closed for any reason, including but not limited to, holidays, trainings, scheduled time off, illness, etc., the City has no obligation to pay for any services. The Court will make every effort to notify the successful Bidder of such closings in advance.

C. Employees

The Court employs three (3) full-time and one (1) part-time Court Clerks and the Judge. The City of Holladay Justice Court, is located in Holladay City Hall, which houses approximately twenty (20) additional City employees.

II. SCOPE OF WORK

A. Bailiff and Court Security Services

To ensure the safety of Court employees, City employees and the public, the Bidder shall submit a Proposal to provide one (1) armed uniformed guard to perform the duties of Court Security and Bailiff.

1. Hours

The assigned Bailiff will be required to be present at the Court Monday – Thursday from 8:00 am – 4:00pm and Friday from 8:00am -11:30am or until court proceedings are completed. A normal day includes a lunch break from 12:00 p.m. or completion of morning court proceedings to 12:45 p.m. or when afternoon court proceedings begin. In some cases hours may extend though the lunch break. Time taken for lunch breaks is not considered time worked and should not be included on the weekly timesheet. If there are no proceedings scheduled on a given day services will not be necessary.

2. Bailiff Duties

The Bailiff assumes responsibility for maintaining order in the Court, monitoring prisoners appearing in Court, and assists in removing remanded prisoners from the Court. The duties of the Bailiff will include, but not be limited to:

- a. Ensures courtroom is prepared for proceedings. Inspects courtroom, Judges Chambers, and related offices/area for safety prior to court proceedings.
- b. Be present inside the courtroom during all court proceedings to ensure the security of the in-court clerk, Judge, public and defendants as necessary during open court.
- c. Announce Judge for court sessions and swears in witnesses.
- d. Instruct and ensure evacuation of those present in court during emergencies.
- e. Respond as necessary to remove persons who are in unauthorized areas, or are causing a disturbance to the public or employees of the Court and/or other City employees.
- f. Assist Sherriff's Office with loading/unloading and security of prisoners transported to and from Court.
- g. Assist and provide support to the Judge during court proceedings and Court Clerks' office as needed.
- h. Any and all duties of the Security Guard as outlined below when necessary.
- i. Fingerprint individuals using Live Scan.

3. Additional Security Duties

The Baliff is assigned to a fixed station and is directly responsible for crime detection, crime prevention and deterrence, and control of the entrance and exit of personnel and the general public from the court area. The duties include, but are not limited to:

- a. Screening the public (attorneys, defendants, etc.) at the courtroom entrance to ensure that they do not have weapons which could be used to harm any person in the court area.
- b. Prevention and detection of intrusion, unauthorized activity, violence, vandalism, theft, safety hazards, etc.
- c. Detection of contraband and prevention of entry of contraband into the court area.

- d. Protection of individuals from bodily harm and protection of city equipment and other valuable items or documents.
- e. Regulation of direction and flow or movement of the public and others.

4. Optional Service

The City may request that Baliff assist the Sheriff's Department to monitor defendants with active warrants or those individuals being taken into custody. Assist in confirming and coordinating arrests of defendants with warrants.

III. EVALUATION AND SELECTION CRITERIA

Proposals will be reviewed and a Bidder will be selected on the basis of several factors, including, but not limited to, experience, qualifications, approach, and cost. While the Proposal price is very important, other factors will be taken into consideration and the lowest bid may not be automatically selected for the contract(s). The following criteria will be considered, although not exclusively, in determining which Bidder is retained:

- Approach to services listed above
- Ability to meet requirements as outlined
- Experience & Qualifications
- Cost

A selection board will be convened to evaluate the Proposals. The City, at its sole discretion, may request interviews with, or presentation from, any or all Bidders.

IV. FORMAT OF PROPOSAL

The format of the submitted Proposal must be as outlined below.

A. Introduction

Provide a brief introduction to the legal organization, including name and address, qualifications and background of your firm.

B. Relevant Experience

Provide a description for each service included in your Proposal and the experience you have providing that or similar services to other cities and/or courts. If you haven't worked with a city or court in the past please outline how the experience you do have is comparable. Please outline your experience for each proposed service separately.

C. Proposed Approach

Describe how your business or entity has historically performed each service requested along with a specific amount to be charged for each service. Please separately indicate cost association with Optional Service.

D. References

Provide the name, telephone number and/or email for three (3) other cities or courts as references.

E. General Information

Provide name, resume and current certification of all personnel that will be assigned to provide services to the Court. All personnel shall be POST certified as required under statute (53-13-105 UCA).

Descriptions of uniforms and equipment issued to assigned personnel are to be included in the proposal.

Provide verification of required insurance coverage.

V. PAYMENT

Invoices shall be submitted monthly to the Court Supervisor. Invoices shall include, but are not limited to, an invoice number, date service was provided, name of personnel providing the service, type of service performed, number of hours worked each day, the specific rate, a total extended dollar amount. A copy of each weekly timesheet kept by personnel shall be submitted with the monthly invoice.

Invoices will be submitted to the City monthly. Payment will be remitted thirty (30) days after receipt of the invoice as specified by the contract that will be entered into by the Bidder and City of Holladay. All invoices shall be sent to Holladay City, 4580 S 2300 E, Holladay UT 84117.

VI. INSURANCE COVERAGE

A. Required Coverages.

1. Workers' Compensation: In compliance with the workers' compensation laws of the State of Utah, and Employer's Liability limits of Two Million Dollars (\$2,000,000) per injury.
2. Commercial General Liability: A minimum of Two Million Dollars (\$2,000,000) per-occurrence limit commercial general liability insurance for bodily injury, personal injury, and property damage, and not less than Three Million Dollars (\$3,000,000) in the aggregate. The general aggregate limit shall apply separately to the activities to be performed

pursuant to this Agreement, or the general aggregate limit shall be two (2) times the required per-occurrence limit.

3. **Automobile Liability:** A minimum limit of liability per occurrence of Two Million Dollars (\$2,000,000) for bodily injury, personal injury, and property damage. At minimum, the following coverages shall be included:
 - i. Owned automobiles;
 - ii. Hired automobiles; and
 - iii. Non-owned automobiles.
4. **Other Insurance Provisions.** The policies shall contain, or shall be endorsed to contain, the following provisions:
 - a. **Commercial General Liability and Automobile Liability Coverages:**
 - i. All policies shall include the City and its employees, officers, officials, agents, volunteers, and assigns as insured, but only with respect to operations of the responder selected to contract with the City. Any reference to the City in any agreement with the responder, shall include the City and its respective employees, officers, officials, agents, volunteers, and assigns.
 - ii. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the City, its employees, officers, officials, agents, volunteers, and assigns.
 - b. Coverage shall state that the Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - c. Underwriters shall have no right of recovery or subrogation against the City, it being the intent of the parties that the insurance policy so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance with respect to the acts of the Bidder under any contract with the City.
 - d. The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums due or for any assessments under any form of any policy.
5. **Acceptability of Insurers.** Insurance is to be of no less than an A- Carrier, with a rating of VII or higher.
6. **Continuity of Coverage.** Each required insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice to the City by certified mail.

VII. TERMS OF CONTRACT

The City will require that the selected Bidder will enter into a written agreement with the City for services provided. All provisions of the agreement(s) will be in compliance with State and Federal laws.

The terms of the agreement(s) between the selected Bidder and the City shall include, but is not limited to, the following provisions:

1. The successful Bidder shall provide all support services including but not limited to, staff, administrative costs, vehicles and the costs associated therewith for maintenance and upkeep and all equipment, materials necessary for the performance of services, including uniforms, badges, side arms, communication equipment, disabling spray, and hand cuffs, etc.
2. The successful Bidder shall provide all necessary training required to execute duties describing herein and is responsible for annual recertification's as required.
3. Adequate and satisfactory insurance is required, including general liability, automobile, workers' compensation, and performance bonds and payment bonds. The successful bidder for these services shall perform the services contracted as an independent contractor and not as an employee of the City or the Justice Court.
4. The required service(s) under the awarded contract shall be specific and shall not be subcontracted to any other person or entity and no rights entered into by Agreement with the Court shall be assigned nor any duty delegated by the bidder to another party.

VIII. CONFLICT OF INTEREST

In the sole judgment of the City, any and all Proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a Bidder if the Bidder or an employee, officer or director of the Bidder's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City of Holladay or the Justice Court who influences the making of the contract.

Please identify any person associated with the Bidder that has a potential conflict of interest.

IX. ADDITIONAL INFORMATION

The City retains the right to request any additional information pertaining to the Bidder's abilities, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

X. PROPOSAL SCHEDULE (DATES ARE SUBJECT TO CHANGE)

Issue Proposal	05/05/2017
RFP Questions Due	05/12/2017
Deadline for Proposals	05/26/2017
Selection of Service Provider	06/05/2017
Award of Contract(s)	06/16/2017
Start of Contract	07/03/2017

XI. GENERAL INFORMATION

Response to this Request for Proposal is at the Bidder's sole risk and expense. The City anticipates selecting from the submitted Proposals, but there is no guarantee that any responding Bidders will be selected.

Bidders shall notify the City in writing of all conflicts, errors or discrepancies found in this Proposal prior to the submission of their Proposal.

It is the City's policy to encourage equal opportunity in the award of contracts. The City endeavors to do business with responders that share the City's commitment to equal opportunity, and will not do business with anyone who discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

Bidders should limit their contact and questions regarding this Request for Proposals. Any request for clarification of this RFP shall be made in writing no later than 5:00 p.m. on **Friday, May 12, 2017**, and delivered to:

KayLynn Olsen
Court Supervisor
City of Holladay
801-273-9731
kolsen@cityofholladay.com

Responses to received questions shall be distributed as an addendum to this RFP and shall be distributed via email.

The City appreciates in advance the efforts that Bidders will make and looks forward to participating with Bidders in the selection process.