



STATE OF UTAH CONTRACT

CONTRACT # 152213 AMENDMENT #7

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TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and Weber County Sheriff.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

- Contract period:** 07/01/22 Effective Date
06/30/23 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:**

	Contract Amt	Total
Bailiff Security	\$312,600.00	
Perimeter Security	\$425,772.00	\$738,372.00

- Attachment A: Terms & Conditions no changes**
Attachment B: Scope of Work revised
Attachment C: Payment

4. **Contact Information:**

Courts: Weber District & Juvenile Court
Attn: Glen Proctor
Addr: 2525 Grant Avenue
City/Zip: Ogden 84404
Phone: 801 395-1079
E-mail: glenp@utcourts.gov

County: Weber County Sheriff
Attn: Ryan Arbon
Addr: 721 W 12th Street
City/Zip: Ogden 84404
Phone: 801 778-6600
E-mail: kdurrant@webercountyutah.gov
rarbon@webercountyutah.gov

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

County Commission

Court Security Director or AOC Designee

County Sheriff

Glen H. Proctor 03.31.2022
District Court Executive

County Attorney

Juvenile Court Executive

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

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 UC78A-2-602.
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 and available 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. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101*et.seq.*, including, but not limited to, the liability limits contained therein.
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 UC78A-2-602, 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 01/31/2022)

ATTACHMENT B: SCOPE OF WORK

Bailiff Services:

A. County shall assign such law enforcement or special function officers as bailiffs in accordance with Rule 3-414, *Utah Code of Judicial Administration*.

B. County 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 County is hiring authority for all officers assigned under this contract.

Security Service:

Sheriff agrees to provide court security services and such other duties as may be required by law for the Second District, District and Juvenile Courts in Weber County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. The Sheriff 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, except 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.

The officer should be at his security screening post one half hour before court to begin screening individuals coming into the courthouse on days when a judge is present and a docket/calendar of any kind is scheduled. The officer should remain at duty post until court is adjourned. The security officer shall screen all individuals entering the courtroom at the main entry of the building to prevent weapons from entering the courtroom. This will be accomplished by requiring everyone to pass through the walk through magnetometer, which shall be monitored by the security officer. A visual search of briefcases, purses and any other carried through items shall be carried out by the security officer. All individuals entering the building on court days are subject to search.

The search procedures should be conducted by a security officer properly trained and certified to carry out such searches in accordance with the Weber County Sheriff's Department policies and procedures.

The security officer shall assist the bailiff in emergency situations that occur in a courtroom or other locations in the building. The security officer will assist the bailiff if an emergency evacuation of the building is declared, and shall help secure the building until additional law enforcement and other emergency services arrive. The security officer is also responsible for responding to any disturbances that occur in the building outside the courtroom.

Court Security Plan:

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

ATTACHMENT C: PAYMENT

1. The AOC agrees to pay to the County the annual amounts listed on page 1 of this amendment # 7, not to exceed the total contract amount.
2. The County will invoice the AOC once every month, within 30 days after the end of the month for one-twelfth (1/12) of the total yearly amount; however, the last invoice for the fiscal year will be due no later than July 10.
3. The invoice will contain the total hours of Bailiff and Perimeter security hours provided.
4. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed on page 1 or as below.

Courts: Second District & Juvenile Court

Attn: Glen Proctor

Addr: 2525 Grant Ave

City/Zip: Ogden 84404

Phone: 801 395-1079

E-mail: glenp@utcourts.gov

Revised 03/08/2022