

RESOLUTION 06-05-2015

A RESOLUTION APPROVING AN AGREEMENT WITH ALL PRO SECURITY TO PROVIDE JUSTICE COURT BAILIFF AND COURT SECURITY SERVICES

WHEREAS, the City of Santaquin is municipal entity and political subdivision of the State of Utah that maintains a Justice Court under the authority of the Utah Administrative Office of the Courts; and

WHEREAS, the Santaquin City Justice Court operates the Genola Justice Court and Goshen Justice Court by Inter-Local Agreement; and

WHEREAS, it is the responsibility of the Santaquin City Justice Court to provide security services in the form of court security, bailiff services and prisoner transport for the three justice courts; and

WHEREAS, the Santaquin City Justice Court has historically performed said duties utilizing the services of the Santaquin City Police Department; and

WHEREAS, with the added security responsibilities mandated by the Utah Administrative Office of the Courts, it has become difficult and costly for the Santaquin City Police Department to adequately staff to meet the needs of the Justice Court(s); and

WHEREAS, the Santaquin City Chief of Police and Administrative Services Director support the outsourcing of said services to lower costs and increase coverage; and

WHEREAS, a request for proposal (RFP) to perform said services was properly advertised with All Pro Security Services providing the winning bid; and


WHEREAS, the proposed contract for services (see attached) has been reviewed and updated by the Santaquin City Attorney and is recommended to the Santaquin City Council by the Santaquin City Attorney, Chief of Police, and Administrative Services Director;

NOW THEREFORE, be it resolved by the Santaquin City Council to approve the attached agreement with ALL PRO SECURITY to provide bailiff and court security services for the Santaquin City Justice Court(s).

ADOPTED AND PASSED by the City Council of the City of Santaquin, Utah this 17th day of June, 2015.



CITY OF SANTAQUIN


Kirk F. Hunsaker, Mayor

Attest:


Susan B. Farnsworth, City Recorder



ALL PRO SECURITY
1881 N. 275 E., Pleasant Grove, UT 84062
Office: (801) 796-1227 • Fax: (801) 796-3737

SECURITY SERVICES AGREEMENT

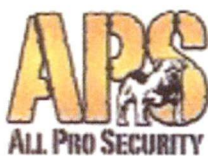
THIS AGREEMENT, entered into on the 17th day of June, 2015, by and between ALL PRO SECURITY, (hereinafter "APS"), a Utah limited-liability company, and Santaquin City (hereinafter "Client").

1. **Scope of APS Services.** During the term of this Agreement, APS shall be Client's **exclusive** security personnel contractor. APS will provide personnel for guard, watch, alarm response, protection, general security services, and the services specified in paragraph 5 below. Unless specifically delineated in section 5 below, APS is not acting as a security consultant for client and the scope of services shall not exceed the services specifically delineated in this Agreement.

2. **Hourly Cost for Services.** Client shall pay APS for its services on an hourly basis for manpower and equipment at the following rates: These rates are based on the length of the agreement.

Item	Costs	Comments
Bailiff Cost Breakdown (Options ODLE or SFO) (a)		
Bailiff Officer - ODLE (Off-Duty Law Enforcement Officer)	\$26.00 per hour per officer	
Bailiff Officer - SFO Special Function Officer	\$21.50 per hour per officer	
Public Entrance Guard (Options ODLE or SFO) (a)		
Public Entrance Guard - ODLE (Off-Duty Law Enforcement Officer)	\$26.00 per hour per officer	
Public Entrance Guard - SFO Special Function Officer	\$21.50 per hour per officer	
Transport Option Pricing		
Pick Up Prisoner and Transport to Court and Return to Jail	\$35.00 per prisoner	Round-Trip With Up to 60 Minutes of Officer's Time. Two Prisoner Minimums for Billing.
Transport a Prisoner Forthwith to Jail From Court (One-Way) (c)	\$30.00 per prisoner	If Already Present at Court
Transport Outside Utah County	\$35 per prisoner plus additional \$1 per mile each way	
For Wait Time With Prisoners at the Court, After The First Hour.	Either \$26.00 or \$21.50 per hour	Either \$26.00 or \$21.50 per hour, depending on ODLE or SFO

The above costs include time and expenses for travel unless specifically authorized in this agreements. Client shall pay 1.5 times the above-listed hourly rate for services and travel time by Security Officers and Security Guards on legal holidays. No additional fee shall be charged on holidays for equipment, automobiles, fuel or scheduling/dispatch. The table in this Section 2 may be amended from time to time, but in no event shall the hourly rate for services be changed unless the parties amend this



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Agreement in writing.

3. **Term of Agreement.** The services to be provided hereunder shall begin on July 1, 2015 and shall continue in full force and effect until June 30, 2016. Unless APS is providing the services for a specific event occurring only on specific days, the term shall be automatically renewed for consecutive like periods unless either party shall give to the other party written notice of termination by registered mail as otherwise provided in this agreement in paragraph 13.

4. **Specific Services.** Client requests the following services to be performed at the following designated locations: Santaquin City Justice Court, 275 West Main Street, Santaquin, UT 84655. APS shall provide Court constable, and security services at this location at scheduled times and on an on-call basis. Client shall provide changes in regular schedules and work locations to APS in writing. The current request for security services in the Santaquin City Justice Court is on Thursdays 9:30 am until 5:00 PM. Prisoner transports will be scheduled, as needed. Client may modify regular Court times as needed and with written notice to APS. Additionally, security shifts shall be set at a minimum of three (3) hours per session and client agrees to pay the minimum in case the Justice Court lets out early. APS shall make adjustments to the constable and security services when notified by the Client of a change in regular scheduled service requirements five (5) business days prior to the requested schedule change.

If there is any City required training, Client will inherit the costs for the man-hours required to train personnel.

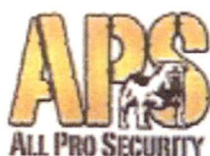
Additional Conditions. The Client shall provide access to two (1-2) radio communication devices to APS for times when the deputy constables or security personnel need to communicate with local law enforcement and dispatch. The radio communication devices shall stay at the Justice Court facility or police department when not in use by APS personnel.

5. **Personnel.** APS personnel provided by APS (hereinafter "Personnel") are either employed by APS or are retained under contract by APS. Personnel are neither employees of Client nor contractors of Client. Client shall not be responsible for any employment tax or other employee withholding charges in connection with the use of Personnel hereunder. Personnel shall be assigned by APS without regard to race, age, color, creed, sex, national origin, disability or any other basis protected by law. If Client has any complaint as to the performance, or training of any Personnel, Client shall inform APS of the same in writing and APS shall make reasonable attempts to address Client's concerns. APS shall retain full control over which Personnel are assigned to provide security services to Client.

6. **Limitation on Claims.** Client agrees to forever waive any claim it may have against APS that is not made known to APS in written notice sent by certified mail to APS at the following address 1390 W. State St., Pleasant Grove, UT 84062, within ninety (90) days following the day the Chief of Police knew or should have known of the event or circumstances giving rise to the claim. Client agrees to forever waive any right of action or right to sue on such claim if the action or suit is not filed in a court of competent jurisdiction in the State of Utah within four years following the event or occurrence giving rise to the claim.

7. **Limitation of Liability.** **CLIENT AGREES THAT APS IS NOT AN INSURER OF CLIENT'S PROPERTY OR ASSETS.** The amounts paid for APS's services hereunder are based on the value of the services provided, not the value of Client's assets or property. APS makes no representations or warranties of any kind, express or implied, that its services will prevent loss or damage to Client's assets, property or personnel. **APS does not make and Client hereby waives all warranties or warranty claims. In no event shall APS be liable for loss of goodwill or for special, indirect, incidental, or consequential damages arising from any action, service, or equipment provided by APS, regardless of whether such claim arises in tort, in contract, or any other area of law.** Client expressly acknowledges that APS is not responsible for the performance or failure of any and all electronic alarm systems, cameras, or security systems installed on Client's premises.

8. **Indemnity.** APS shall indemnify Client, its agents, servants, employees, and officers from any claims, losses or liabilities due to death, injury to person(s) or damage to property to the extent caused by negligence or willful misconduct of Personnel. Client shall indemnify, defend, and hold harmless APS, its officers, directors, employees, members, agents, and affiliates against any



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claims, damages, or actions by third-parties arising out of APS's dutiful performance of services hereunder, unless such claim loss or damage arises from the negligence or willful wrong doing of any Personnel. Client expressly acknowledges that Personnel may need to use physical force against third parties in the course of providing security services to Client and hereby authorizes such reasonable action. Notwithstanding anything to the contrary herein, Client agrees that it will not hold APS liable for any claim arising from or related to (i) loss of profits, penalties, or special indirect, consequential, punitive, exemplary or liquidated damages; (ii) act of war, act of God or nature, violent armed action, hi-jacking or act of terrorism; (iii) strike, lock-out, boycott or blockade; (iv) any circumstance beyond APS's reasonable control; or (viii) physical harm to any person. When APS Personnel are acting within the contemplated scope of duty, City shall not hold APS liable for any claim arising from or related to violent armed action or physical harm to any third party. Under no event will APS be responsible for the theft or loss of Client's property not directly attributable to Personnel theft.

The indemnitee shall promptly tender claims to the indemnitor; however, failure to tender does not diminish the indemnitor's obligations, except the extent of any actual prejudice. To indemnify means defending and holding harmless the indemnitee from all judgments, claims, damages, losses and expenses, including reasonable attorney fees and expert witness fees.

9. **Confidentiality.** Client agrees that the terms of this Agreement, including but not limited to the hourly rates charged to Client, are confidential and shall not be disclosed to any party, except as required by the provisions of GRAMA or by court order or subpoena. Client shall use at least the same care and discretion that it uses to protect its own business information that it does not wish disclosed, but in no event shall Client use less than a reasonable standard of care.

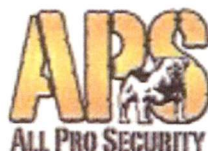
10. **Insurance.** Client agrees that it will at all times maintain a comprehensive liability policy of insurance providing casualty and liability coverage on all its property and assets, premises and business, and personal injury for persons on its premises. Client waives any and all rights of subrogation that any insurers of Client may have against APS. APS agrees to provide insurance coverage in the following amounts: General Liability Insurance \$1,000,000 per occurrence and \$2,000,000 aggregate, Auto \$1,000,000 and Workers Compensation \$1,000,000 statutory limits. APS shall provide a certificate of insurance naming the Client as an additional insured under the above referenced policies.

11. **Termination of Agreement.** Both Client and APS shall have the right to terminate this Agreement upon 30 days written notice, for no reason and without cause. APS may terminate this Agreement without notice in the event of (a) Client's failure to pay amounts due when due hereunder, (b) Client's breach of any material term hereunder or material misrepresentation in connection herewith, (c) material change in the Client's insurance coverage which is contrary to the terms of this agreement, (d) change in law or governmental policy which affects the delivery or cost of services hereunder or the potential liability for providing security services hereunder, (e) significant deterioration in the financial condition or stability of Client (as determined in the sole discretion of APS). If APS becomes uncertain as to Client's continuing financial condition or stability, APS may request assurances of Client's financial ability to perform hereunder in such form as APS may require, and Client shall provide the requested assurances within ten (10) days.

12. **Hazardous or Defective Conditions/Materials.** Client agrees that it will comply with OSHA Hazard Communication Standards, Mine Safety and Health Act, and will indemnify, defend and hold APS harmless from all claims, including but not limited to, injuries to APS's Personnel or agents, arising out of a condition existing at Client's premises or of Client's violation of any safety, environmental, mine or health related law. Client further agrees and represents that it will: (a) make available to APS the Material Safety Data Sheet for each hazardous chemical or substance to which APS's Personnel may be exposed during the performance of services hereunder, (b) inform APS of precautionary measures that need to be taken to protect APS's Personnel and of Client's hazardous materials labeling system.

13. **Assignment.** Client will not assign this Agreement without the express written approval of APS. APS may freely assign this Agreement to any affiliate or successor entity.

14. **Non Waiver.** Failure of APS to enforce any term, provision or obligation hereunder shall not constitute a waiver of APS's



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right to enforce all the terms, conditions and provisions herein, nor shall any failure to selectively enforce a term or provision affect the validity of such terms or provisions, or of the entire Agreement.

15. **Authorization.** Client hereby represents and warrants to APS that Client has the full right, power and authority to enter into and perform this Agreement in accordance with all the terms, provisions, and covenants and conditions hereof, and that the execution and delivery of this Agreement have been duly authorized by proper corporate or other required action. Client further warrants that APS is in no way infringing upon any existing contract between Client and another party and that APS has made no attempt to induce Client to wrongfully terminate an existing contract with any other party.

16. **Notices.** Any notice required or permitted hereunder to be in writing shall be typed or printed and shall be mailed postage prepaid to APS at 1390 W. State St, Pleasant Grove, UT 84062.

17. **Invoices and Late Fee.** Client hereby agrees that all invoices submitted to Client are payable on receipt to the remittance address on the invoice. Client shall pay a late charge of five percent (5%) for invoiced amounts that remain unpaid for more than thirty (30) days. In the event of any default the defaulting party will bear all costs of collection of any past due amounts owed hereunder, including without limitation APS's reasonable attorney's fee, costs and expenses of collection, including filing fees, service fees, mediator or arbitrator fees, document preparation fees, postage, copying, travel, long distance tolls, computer legal research, investigations, expert witness fees, and other expenses incurred, whether or not the case goes to judicial litigation. In the event Client challenges the amount or propriety of any charges invoiced hereunder, Client shall give written notice to APS of the challenge with detailed reasons stated therein within thirty (30) days from the date of the challenged invoice; otherwise such claim shall be waived.

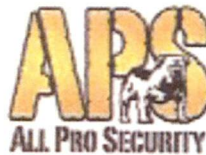
18. **Entire Agreement.** This agreement includes this document, the Request for Proposal for Bailiff and Court Security Services for the Santaquin City Justice Court (RFP) and the response to the RFP. In the event of inconsistency of terms or provisions, priority shall be give first to this document, then to the APS response to the RFP and third to the RFP. Otherwise the terms and conditions set forth herein constitute the entire and complete Agreement between the parties pertaining to the subject matter hereof. No representations, inducements, promises or agreements of APS or any of its representatives not expressly set forth herein will be of any force or effect, and all such are superseded by this Agreement. Client represents and agrees that it has not relied upon any representation, promise or agreement or communication not set forth herein and waives any right to claim anything to the contrary. This Agreement cannot be modified except by the express written agreement of the parties, signed by both parties hereto and no modification will be binding unless so written and signed.

19. **Severability.** Client and APS agree that if any term of this Agreement is held to be unenforceable under applicable law, such term will be severed from the Agreement, the remaining terms and provisions of which shall be enforceable and continuing.

20. **Governing Law and Venue.** This Agreement will be interpreted under and governed by the laws of the State of Utah and any action brought to enforce or challenge the same must be venued in a Fourth District Court of Utah.

21. **Independent Contractor Status.** This Agreement does not constitute a hiring by either party and it is the parties' intent that the parties remain wholly independent. Neither party is an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Utah State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments. APS shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement. Neither party shall act as an agent of the other, ostensibly or otherwise, except as specifically authorized herein, nor bind the other party in any manner, unless specifically authorized to do so in writing.

22. **Time.** As it pertains to this Agreement, time is of the essence.



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23. **Costs of Enforcement.** In the event that either party is required to enforce, defend and/or protect its rights under this Agreement, in addition to all other amounts which it might be required to pay, the defaulting party it will pay all costs of enforcing, defending and/or protecting the rights under this Agreement, including reasonable attorney's fees and court costs.

24. **Representation.** In compliance with the Utah Department of Professional Licensing, Security Personnel Licensing Act Rules R156-63-608, client acknowledges that APS represents that it is a private security company and is not a public law enforcement agency nor is it associated with the same.

BY SIGNING BELOW, CLIENT ACCEPTS THE FOREGOING TERMS AND CONDITIONS.

Santaquin City (CLIENT)

By: [Signature]
Authorized Representative's Signature

Print Name: Kirk F. Hunsaker

Print Title: Mayor

Business Address: 245 W main

Santaquin UT 84655

E-mail Address: sfarnsworth@santaquin.org

Phone #: 801-754-1904

ALL PRO SECURITY L.L.C.

By: [Signature]
Authorized Representative



attest: Sfarnsworth

RESOLUTION 06-03-2015

A RESOLUTION ACCEPTING THE FY2015-2016 CERTIFIED TAX RATE

WHEREAS, the City of Santaquin is a municipal entity and political subdivision of the State of Utah; and

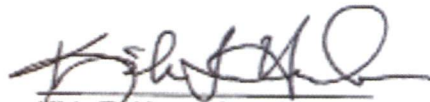
WHEREAS, the Utah State Tax Commission has issued a Certified Tax Rate to be approved by the City of Santaquin for properties within the city boundaries; and

WHEREAS, the City of Santaquin is required to accept the proposed Certified Tax Rate within both Utah County and Juab County;

NOW THEREFORE, be it resolved by the City Council of the City of Santaquin, to accept and approve the Certified Tax Rate of 0.001907 for General Operations and 0.000168 for the Library which together creates a Total Municipal Certified Tax Rate of 0.002075 for the City of Santaquin.

ADOPTED AND PASSED by the City Council of the City of Santaquin, Utah this 17th day of June, 2015.

CITY OF SANTAQUIN


Kirk F. Hunsaker, Mayor

Attest

Susan B. Farnsworth, City Recorder



**REQUEST FOR PROPOSALS
FOR BAILIFF & COURT SECURITY SERVICES
FOR THE SANTAQUIN CITY JUSTICE COURT**

Santaquin City (the “City”) is soliciting written Requests for Proposals (“Proposal”) from qualified Bidders (“Bidder”) to provide Bailiff and Court Security Service for the Santaquin City Justice Court (the “Court”). Services will begin July 1, 2015 and end June 30, 2016. 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 manpower, 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 29, 2015, by 1:00 p.m. at the Santaquin City Office located at 275 West Main Street, Santaquin, Utah. 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 Santaquin City 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

Santaquin City Justice provides court services for the City of Santaquin and the Towns of Genola and Goshen, through an interlocal agreement. All three courts together file approximately 800 cases per year.

B. Court Hours of Operation

Court hours of operation are Monday, Wednesday and Friday from 9:00 a.m. to 1:00 p.m., Tuesday from 1:00 p.m. to 5:00 p.m. and Thursdays from 9:00 a.m. to 5:00 p.m.

Court proceedings are usually held each Thursday from 10:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., but are sometimes held on other days or times to accommodate the schedules of the Court, parties and attorneys. 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. 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 two (2) part-time Court Clerks, one 29 hours per week and one 16 hours per week, and the Judge. The Santaquin City Justice Court, is located in the Santaquin City Offices, which houses approximately thirty (30) 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 two (2) armed uniformed guards to perform the duties of Court Security and Bailiff.

1. Hours

The assigned Security Guard and Bailiff will be required to be present at the Court Thursday's from 9:30 a.m. to 5:00 p.m. 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 Santaquin City Police Department to monitor defendants with active warrants or those individuals being taken into custody. Assist in confirming and coordinating arrests of defendants with warrants.
- g. Assist Santaquin City Police Department with loading/unloading and security of prisoners transported to and from Court.
- h. Assist and provide support to the Judge during court proceedings and Court Clerks' office as needed.
- i. Any and all duties of the Security Guard as outlined below when necessary.

3. Security Guard Duties

The Security Guard 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 of the Security Guard will include, but not be 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.
- f. Assistance with control of prisoners;
- g. Any and all duties of the Bailiff as outlined above when necessary.

The Security Guard shall be responsible for operating a metal detection device, handheld scanner, and any other security equipment which may be added to the Court's security measures from time to time.

III. EVALUATION AND SELECTION CRITERIA

Proposals be reviewed and a Bidder will be selected on the basis of several factors, including, but not limited to, experience, qualifications, approach, and cost. As a 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 firm has historically performed each service requested along with a specific amount to be charged for each 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. 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 Santaquin City. All invoices shall be sent to Santaquin City, 275 West Main Street, Santaquin, Utah 84655.

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 Santaquin City, Goshen Town, Genola Town 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	05/04/2015
Deadline for Proposals	05/29/2015
Board Selection of Service Provider	06/05/2015
Award of Contract(s)	06/17/2015
Start of Contract	07/01/2015

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 of all conflicts, errors or discrepancies found in this Proposal prior to the submission of their Proposal.

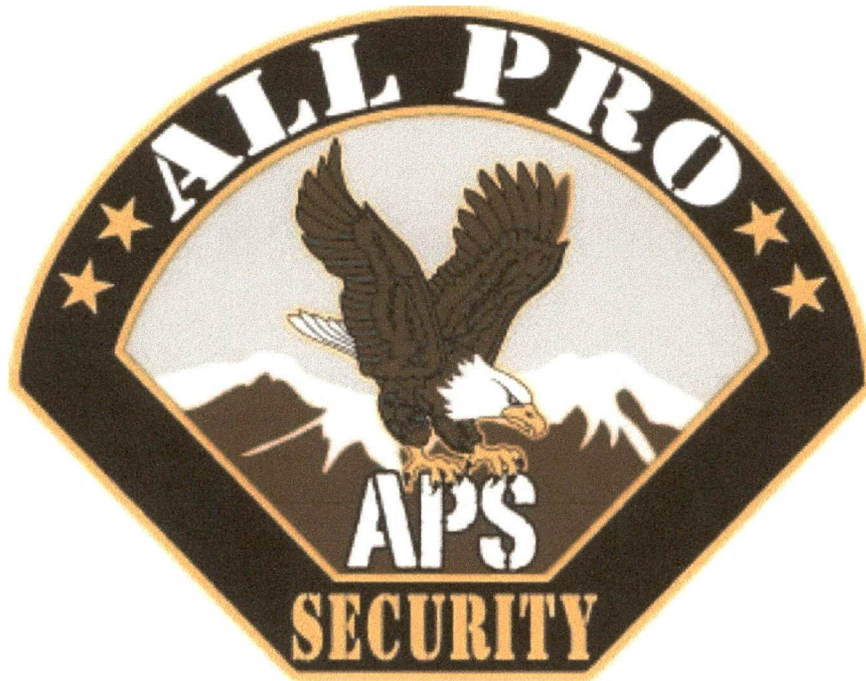
It is the City's policy to encourage equal opportunity in the award of contracts. The City endeavors to do business with responders that share the City's commitment to equal opportunity, and will not do business with anyone who discriminates on the basis of race, religion, color, ancestry, age, gender,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

Bidders should limit their contact and questions regarding this project to the following individuals:

Rodney Hurst
Police Chief
Santaquin City
801-754-1070
rhurst@santaquin.org

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

5/28/2015





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Section 4 (A)

Qualifications

Company Background

All Pro Security (APS) is a licensed and fully insured security company and constable service that specializes in providing professional, dependable, qualified officers, and customer service to its clients. The owner, Bob Conner, has been involved in law enforcement since 1980. Bob is certified as a police officer, firefighter, and has a Bachelor's degree from Brigham Young University in Criminal Justice. He graduated from the elite F.B.I. National Academy in 2001 and recently retired as a Captain for a Utah agency. Along with over 33 years of law enforcement experience, he has actively been involved in the security field. He started All Pro Security in 2006 and has grown the company ever since. Bob is a Provo City Constable and was just recently unanimously reappointed by the Provo City Council and Mayor. This status allows APS to perform constable duties throughout the State. Bob has numerous deputy constables working for him at the various justice courts in Utah County. His training, professionalism, and ethics are well known in the law enforcement community. He has worked with many businesses in developing security plans, and his officers have provided security for dignitaries and celebrities.

As Justice Courts became more prevalent in Utah County, APS saw a need for quality security at those locations. APS has sought after and been awarded court security and bailiff services for the following justice courts; Provo City, Pleasant Grove, Lindon, Mapleton, Alpine/Highland, Saratoga Springs, Lehi and Springville. This July, APS will be expanding its services at the Lehi Justice Court, with additional personnel and services. Along with the court security and bailiff services, APS has now taken over prisoner transport for Provo City and Saratoga Springs. All of these agencies have discovered that it is more efficient and less stress and worry to outsource these assignments to APS while still maintaining the highest level of service.

What sets APS apart is that we have professional personnel and great supervisors. To achieve that, APS hires some of the top officers in the area and pays them according to their abilities. We are not in this just for a profit; we are truly committed to providing a secure environment for our clients.

All companies offer products for sale or hire in the case of security guard firms and constable agencies. Here at APS, the products we sell are our people. We believe we have the most qualified security officers & deputy constables in the business. We select some of the best law enforcement officers from around the State and utilize them to serve our clients. We are a major provider of employment to the men and women in law enforcement who are desirous of a quality and dignified part-time job. We also make sure that things run smoothly at all our job sites. APS accomplishes this by realizing that our client's satisfaction depends on each and



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every officer's performance. We implement a quality level of supervision. Many of APS officers are supervisors in their own respective agencies. This adds up to a well-run company that cares about its clients.

4 B, D, E: Experience and Qualifications

Constable Bob Conner owns and manages All Pro Security. All of the officers working for APS in our Court Security Division are Deputy Constables and will have law enforcement authority while performing functions for the court. By primarily utilizing off-duty law enforcement officers, (ODLE's) the quality of our officers is very high. Most of our officers are certified law enforcement personnel from various agencies in the Utah, but primarily agencies in Utah County. These officers have years of experience as well as are all certified through P.O.S.T. They are the same professionals working the streets in our communities on a daily basis. Our officers are comfortable in courtroom settings and know how to deal with people. They are professional in the way they interact with the public. APS off-duty officers work on their days off and do not work in a full-time capacity so there is not an overtime issue for APS or our clients.

APS also employs Deputy Constables who are P.O.S.T. certified but have yet to be hired on with an agency. These non-off-duty officers (SFO's) are capable and perform at a high level. These officers are licensed, trained, and selected for their integrity and ability to represent APS and our clients. All have already attended the Police Academy and have dedicated up to a year's worth of their time to prepare themselves for a lifetime of service as an officer. They are just waiting to be hired with a full-time agency. APS does background checks on all of our personnel to maintain the highest quality employees. We also continually train our personnel throughout the year to better be able to handle many issues that they could come across.

Santaquin Justice Court can select either ODLE's or SFO's for either the bailiff or public entrance security guard position, or one of each to fill both positions.

By utilizing any of our officers, we have a very polished and experienced work force. As such, we offer you an unmatched level of officer's skills, training, and integrity. The reason I primarily utilize personnel like this is because of the dedication to the job and work experience. Our officers will give your city the professional image and service you deserve. We will represent your organization in a professional and courteous manner.

As per the RFP the City sent out, it was indicated that the contractor should not use current city employees in the performance of duties there. I will also address one exception concerning this issue on the exceptions page.

Currently there are over 65 off-duty officers working for APS, as well as many SFOs. Staffing would not be an issue. There also is a list of officers waiting to be hired that could also



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supplement the current staff should the need arise. That would be addressed upon acquiring the contract.

Supervision

For the assigned supervisor position, I would assign my Chief Deputy, Guy Gustman, to oversee your facility. Guy has been my supervisory deputy since 2007, and recently retired as a lieutenant at a local police agency. He is used to handling scheduling, evaluations, problem solving, and is a great motivator. APS also has a very capable Operations Manager who oversees all job sites. Our multiple options will allow us to best handle your specific needs.

Qualifying Status of Law Enforcement or Constable

As indicated above, the owner and all deputy constables working for APS, are all POST certified law enforcement officers. They are licensed to carry a firearm and will do so at the court. Being full-time law enforcement officers or SFO's, APS officers have gone through extensive background checks, including drug and alcohol screening, with their respective agencies or APS. APS is committed to making sure our officers are of the highest caliber.

References

Client: Provo City Justice Court
Contact Person: ReAnnun Newton – Chief Justice Court Clerk
Address: 75 E. 1700 S., Suite 100, Provo, UT 84606
Phone: 801-852-7165

Client: Lindon City Justice Court
Contact Person: Spencer Foster – Court Clerk
Address: 100 N. State St. Lindon, UT 84042
Phone: 801-785-1971

Client: Pleasant Grove Justice Court
Contact Person: Angelique Hansen – Head Court Administrator
Address: 70 S. 100 E. Pleasant Grove, UT 84062
Phone: 801-785-9461

Client: Mapleton City Justice Court
Contact Person: Dean Pettersson – Chief of Police
Address: 70 S. 100 E. Pleasant Grove, UT 84062
Phone: 801-489-9668

Client: Saratoga Springs Justice Court
Contact Person: Daphne Riveria – Head Court Administrator



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Address: 1307 N. Commerce Dr. Saratoga Springs, UT 84045
Phone: 801-766-9793

Client: Alpine/Highland Justice Court
Contact Person: Brian Gwilliam – Chief of Police
Address: 5400 Civic Center Drive #3, Highland, UT 84003
Phone: 801-756-9800

Client: Lehi City Justice Court
Contact Person: Susan B. Asay – Lead Clerk
Address: 154 North Center Street, Lehi, UT 84043
Phone: 385-201-2206

Client: Springville Justice Court
Contact Person: John Penrod - City Attorney
Address: 110 South Main Street, Springville, UT 84663
Phone: 801-489-2703

Attached are letters of recommendation from some of our clients. I also have numerous other clients we have performed security for that if requested, could provide their information as well.

Judges Rick Romney, Brent Bullock, Sherlynn Fenstermaker and Doug Nielsen have both spoken highly of our services and though not allowed to give letter of recommendations; have indicated they would be happy to be contacted if needed.

Working relationships are very important and APS is committed to keeping those relationships functioning well. Our clients can speak for how well we work with their needs and adjustments of schedules. If the Santaquin City desires to have a security team that is committed and experienced, we are your firm. Our track record speaks for itself and I welcome you to contact any of our clients.

Training

Each officer receives a minimum of forty hours of P.O.S.T. certified training from each of their respective agencies or from classes APS send its officers. They are trained with the abilities to handle all types of situations, and know how to protect people and property. That training includes firearms, legal update, arrest control, crisis management, verbal judo, dealing with intoxicated individuals, use of non-lethal weapons, dealing with emotionally disturbed individuals, CPR, emergency operations, bomb threats, evacuation procedures, sexual harassment training, as well as a multitude of other topics. They additionally will receive training from APS on specific topics related to security. In addition to that, APS has adopted the training and guidelines developed by Professional Security Training Network (PSTN) and



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Professional Alliance of Contract Security Companies (PACSCO). These two training manuals are very extensive and detailed on issues that guards face.

APS just recently purchased a new office building in Pleasant Grove, UT with a larger training room to accommodate the training of our officers. Classes are local and convenient for personnel to attend. Our lead trainer, Rick Los, is a retired Los Angeles County Deputy who instructed at their police academy. He also taught the Criminal Justice program at Brigham Young University and Broadview University.

APS has also performed training sessions for court staff on a variety of topics such as; dealing with bomb threats, courthouse disturbances, evacuations due to fire or emergencies, hostage and prisoner escape, and medical emergencies. This has benefited the staff in dealing with crisis at their locations. APS also coordinated bringing in the Provo/Orem/BYU SWAT team to train at one of the courts. This was done after the recent courthouse shooting in Las Vegas and was done to make their team aware of the layout of the building, as well as train the staff in what to do. *I have attached a sample of our training for one particular local justice court.*

The ability of APS to provide this type of training is indicative of the quality of personnel working for the company and the benefit to our clients. It also shows that even after obtaining a contract with a city, we are constantly trying to improve security and work with staff to address their needs.

Operations and Procedures Manual

APS can provide a copy of our operations and procedure manual before the start date. All of the officers/SFOs are well disciplined and trained. At each job site APS also provides post orders that explain what the guard needs to do and what is expected.



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Section 4 (C)

Proposed Approach to Project

First of all, APS is ready to handle the needs of this project. We have the staffing and infrastructure to add the Santaquin City to our client list. Not only are we ready to take on this project, but also with all the other justice courts in the area under our umbrella, we can easily utilize our officers for quick staffing changes make things more efficient for Santaquin City. **We are based locally, so can respond to the needs of our clients better.**

When APS takes the assignment for security at a facility, we have to look at how best to provide the required services, keep costs down, and make sure staff, judges, attorneys, and citizens are safe. This proposal is a basic bid for various services and options that we can provide. The final product would be developed after sitting down with administrators and working out a needs assessment and then determining the best and most cost effective approach. If two officers are requested, we are able to pair up SFO's with off-duty officers and that makes a less expensive option for the client. Though APS can provide strictly SFOs to our clients, to be more competitive with our competition, we want to make sure the client has all the facts prior to determining their security force.

In looking at the operations schedule provided in the handout, there would be the need for a bailiff 1 day a week, when court is in session. Those hours are Thursdays from 9:30 am until 5:00 pm. The bailiff would be primarily inside the courtroom and should remain there when the judge is on the bench. This would be about 7.5 hours per week, or 390 hours per year, based on 52-week year. This does not count when there will not be court on some days/dates. There will usually be a half hour +/- for lunch depending on the court calendar each day.

In addition to the bailiff, there would be a court security officer on site for the same times. This officer's role is to screen patrons as they enter the court. This officer also will be available to be an immediate back up officer, should the need arise in the courtroom. This would be about 7.5 hours per week, or 390 hours per year, based on a 52-week year. This does not count when there will not be court on some days/dates. There will usually be a half hour +/- for lunch depending on the court calendar each day.

As indicated above, I really have come to believe that the use of an off-duty public safety officer, as the primary officer at the court, has great benefits. SFOs are good officers, but lack the actual on the job experience that the off-duty personnel have. If this is an apple to apples bid, and the City desires to not utilize the off-duty officer option, we can also place two SFO's in the court for this bid just like any competitor. APS does well with hiring the best SFO's around and training them, but we still prefer to pair our SFO's up with off-duty officers, if two are requested. We are very concerned for safety of our clients and our officers working for us. With APS, we easily can switch type of officers back and forth on an as need basis. That option



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is very useful when levels need to increase for a high-profile court case and increased staffing is needed.

Addressing scheduling, all APS officers could be scheduled only when there is a need. The court will have a calendar of when they are open and court is in session. Taking that calendar, we will schedule the officers for those time slots. Should there be no court on a particular day, we would not schedule anyone, unless an officer was needed to secure the counter. That would have to be determined after an analysis is done as to the need for securing other areas of the building other than just the courtroom. Court administrators may discover as the court grows and they react to situations, that additional personnel presence is crucial. That discussion will be had between the court liaison and our security supervisor and/or Constable Conner. Our supervisor would work with the City contact and make arrangements ahead of time for periods of reduced staffing. Should there be an increase in staffing required; our supervisor would likewise schedule additional officers to cover those situations. We will do our best to accommodate schedule adjustments to keep costs down.

All guards are also capable of taking fingerprints, if/when there is a need. This alleviates the police department from needing to fingerprint court attendees.

Transport Option

APS currently has two fully equipped transport vans that we utilize throughout the county to handle prisoner transport. We may bring on a third van to assist with the increasing transport needs and accommodate the quantity and locations transport is needed to/from. Our officers transport 3-4 days a week currently from the local jails to the various courts. Providing prisoner transport would be a logical and efficient use of my officers and would be beneficial to your organization as well. These vans are outfitted with security cages and are not just standard vans. By allowing APS to additionally do transports, we could control prisoner security along with the building security more efficiently. If we handled the transport function, we would bring the prisoners in, provide security while in the courthouse and transport back to the county jail upon the completion of their court appearance. My building security staff and transport officers would be able to coordinate duties better, and there would not be as much idle time. Once the prisoners are at the court, they need to be guarded and having the bailiff and transport officer(s) on the same team, they can coordinate this function better.

Often times a prisoner is due in court at one location, while needing to be at another location on the same date/time. Since APS handles all the current transports for the majority of the justice courts in the County, we will be able to be on top of these issues and help manage the flow to each court. This can assist the Court's scheduling so as to not have to postpone court dates.

Benefits to the City would also be numerous. Inherently with City transport officer positions; they are usually staffed with either a part-time officer, who often leaves once offered a full-time job elsewhere, or a full-time officer from the police department. Whenever a City is short on



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transport officers, they usually fill those positions with higher paid officers, patrol or detectives usually, causing them to neglect other assignments due to the increased workload. APS would also be providing a complete package that could be relied upon to handle this and future assignments. Transport also has to be supervised and managed by a full-time employee. That soft cost is not always realized, but is there. By utilizing APS for this function, it would eliminate the City from having to hire, do background checks, schedule, and supervise these positions.

APS could also handle any forthwith arrests made at the courthouse or even transports of arrests made by the Santaquin Police Department. Instead of paying an on-duty officer, and losing him/her for one to two hours to transport a prisoner, APS could handle that function at a reduced cost. Besides the cost factor, the Santaquin officer will remain in the city and be available for calls. Idle and unproductive transport time could be freed up by utilizing our services.

Communication

The supervisor will have a specific contact cell number that he/she can be reached at. Constable Bob Conner is also always available. This will give direct access to the supervisor should court staff need to contact him. I would propose that the City provide a police radio to the court with their dispatch channel. This is so that should the need arise; the officer could summon assistance immediately. For APS to provide a radio, the costs would have to be passed on to your City. It would be cheaper for your agency to just assign a portable to the court. It would only be needed when court is in session and would be just checked out to use during court times. All our officers are either off-duty officers from a local agency, or POST certified SFO's so they will act professional when on the radio. This is how we do it at all other jurisdictions to save our clients money. Additional communication issues will be discussed in the exceptions pages.

Uniforms

At the Santaquin Justice Court, I propose they will be outfitted in traditional uniform shirt and pants. They will wear a full-duty belt, cuffs and sidearm. This is traditional police attire that most of these officers wear at the courts we serve at. I will attach photos of the uniform style, as well as my company patch that will be on the sleeves.

Reports

APS personnel will fill out daily log sheets for the Justice Court. I have taken the liberty to already create one and have attached it to this proposal for you to view. This form is easy to edit and change for any specific items that your administrator may want. It is only presented as a sample of what is currently being logged elsewhere.

Public Contact and Public Relations



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APS guards are well versed with dealing with the public. Officers are daily put into situations where they need to calm people down. APS personnel are trained to be courteous and professional in the discharge of their duties. We have had numerous compliments from judges, attorneys, City Council members, and the public on how polite and professional our officers are.

Should a guard continually perform contrary to APS and your City's court standards, the issue will be addressed and corrective action taken. Should the situation continue then the guard would be replaced with a different officer. Attempts will be made prior to removal to give the guard a chance to change. An employee will learn nothing by not allowing them the opportunity to improve.

Several of my guards are fluent in Spanish and I have used them already in particular assignments where their language skills are necessary. Should the court have that need, I could attempt to make arrangements to have one of them present to assist with interpretation. All guards are also capable of taking fingerprints, if/when there is a need.

Development of Court Security Plan

APS has the background in developing court security plans. Previously we have helped several other justice courts develop their plans and implementation. Bob recently just finished helping to rewrite the Provo Court security plan to address their recent move into a new facility. He also helped write the Saratoga Springs Court Security Plan. Once written, he has his personnel become familiar with it so they can react in an appropriate manner.

Warrant Officer - Option

APS also has the ability to serve warrants for each jurisdiction. We currently have arrest teams going out and serving for two cities in Utah County. This is a function that APS has done for years. For example a typical month our arrest teams accounted for 33 warrants served. This was attributed to our teams going out at night searching for individuals with warrants. We served this amount going out only 4-6 nights total. We also have staffed a full-time administrative warrant officer who was serving warrants on a daily basis. For that assignment, we were serving between 111 and 222 warrants per month. We created certain databases and skill sets to locate a high volume of people. We specifically designed that program for Provo City and it greatly benefited their City by having their warrant list actually being addressed. This also brought in a substantial amount of warrant revenue to the City.



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Section 5

Proposed Fees

I am accustomed to charge per APS officer's hours, which makes it easier for clients to determine costs. Prices include all costs associated with providing the service. I have priced the different levels of officers that we provide. Santaquin Justice Court can decide the level of officer they want present for either the bailiff position or the transport position. Mixing the types of officers is also possible. APS also currently invoices all our clients every other week at the same time we do payroll for our personnel. If needed, we could do once a month. We also prefer to email invoices, as it saves time, money and saves on resources.

Selection of either Off-Duty Officer or Special Function Officer is the only determining factor, one or the other.

Item	Costs	Comments
Bailiff Cost Breakdown (Options ODLE or SFO) (a)		
Bailiff Officer - ODLE (Off-Duty Law Enforcement Officer)	\$26.00 per hour per officer	
Bailiff Officer – SFO Special Function Officer	\$21.50 per hour per officer	
Public Entrance Guard (Options ODLE or SFO) (a)		
Public Entrance Guard – ODLE (Off-Duty Law Enforcement Officer)	\$26.00 per hour per officer	
Public Entrance Guard – SFO Special Function Officer	\$21.50 per hour per officer	
Transport Option Pricing		
Pick Up Prisoner and Transport to Court and Return to Jail	\$35.00 per prisoner	Round-Trip With Up to 60 Minutes of Officer's Time. Two Prisoner Minimums for Billing.
Transport a Prisoner Forthwith to Jail From Court (One-Way) (c)	\$30.00 per prisoner	If Already Present at Court
Transport Outside Utah County	\$35 per prisoner plus additional \$1 per mile each way	
For Wait Time With Prisoners at the Court, After The First Hour.	Either \$26.00 or \$21.50 per hour	Either \$26.00 or \$21.50 per hour, depending on ODLE or SFO



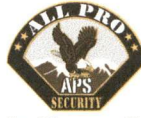
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- (a) Bailiff and Public Entrance Guard rate includes wages, benefits, uniforms, equipment, insurance, supervisor fee, supplies, and profit.
- (b) Transport rate includes wages, benefits, uniforms, equipment, insurance, supervisor fee, supplies, profit, and vehicle costs of payment, insurance, maintenance, and fuel.
- (c) Forthwith transports are at that rate as long as the transport team is still on-duty and present.
- (d) If contacted was attempted and the warrant is cleared due to our efforts, that is considered a service of warrant.

Why All Pro Security Over Our Competition

As indicated in the selection criteria, the City is looking for a company that has “character, integrity, reputation, judgment, experience and efficiency.” APS was started and is still owned by one person, Bob Conner. Some other companies have gone through mergers to be able to provide constable services and don’t have direct control of the bailiff and security officers. APS has stayed away from any mergers and business partnerships since we have seen the legal issues that other companies have dealt with. We pride ourselves in never having any behind the scenes issues.

We are Utah County based and our administration and staff are very familiar with the various courts in the area. Our officers are well known by most of the judges in the area, as well as court administrators. In addition, our transport officers have been transporting in and out of the Utah County jail for at least eight years. Our working relationship with that facility is very good.

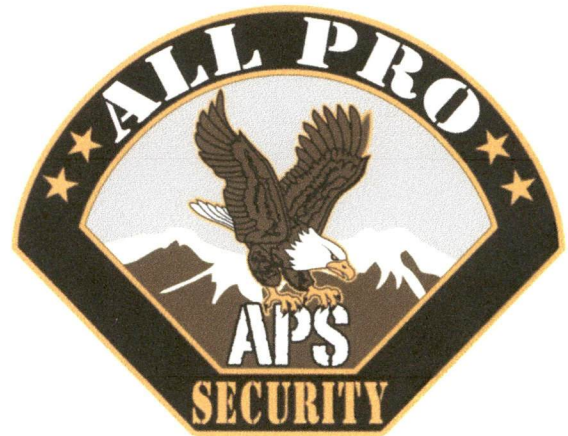


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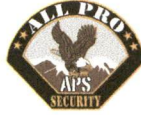
Additional Information

Uniform & Patch

All Pro Security Officers in Uniform



A photo of our uniforms and patch is shown above. Color of pant and shirt is black, so they will be different than the local agencies' uniforms.



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Exceptions for Proposal & Sample Agreement

Communications: I would propose that the City provide portable radios for APS officers to check out. These can remain the property of the City, but having our officers on the same frequency as the police department, and especially dispatch, is crucial. Should there be any type of emergency, our officers can summon help and give the proper description to the dispatch center for pre-arrival of responding units. If there was any sort of major emergency, being on the same frequency is important. This is what is currently being done at all the other courts that we provide security for. If we were on our own radios, and frequency, it would not benefit the City any and would only delay response. The City would not be able to reach us without having one of our radios and on our frequencies. Also, providing radios are expensive and would only have to be added into the bid to cover those expenses. Most Cities have extra radios that they assign to the court and are left there when security leaves. This way there is no additional costs for communication needs to the City or APS.

Insurance: Currently APS carries the following insurances; General Liability Insurance \$1,000,000 per occurrence and \$2,000,000 aggregate, Auto \$1,000,000 and Workers Compensation \$1,000,000 statutory limits. To raise our policy to cover what is requested of Santaquin City, it will have substantial costs. Our insurance agent is estimating that to add this higher amount, it would cost between \$6,500 and \$6,800 per year. All of APS thousands of man-hours per year are under this industry standard. To raise our insurance coverage for the one account would cause an undue burden for the small amount of man-hours. Copies of our insurance coverage can be provided if requested.

Other bidding entities might not have even noticed this in the RFP. Insurance coverage that APS carries, I am confident is the same as other firms, and is the standard.

Payment Terms: Sample contract indicates that the City will pay monthly. APS currently invoices every two weeks when we are preparing payroll for employees. This also assists us on the high volume of account receivables. We would request that we be allowed to invoice ever other week, and that the City pay their invoices within two weeks of receiving invoices.

Using City Jail as Holding Facility: If awarded the transport bid, I request that our officers be allowed to temporarily hold prisoners in the city jail or court holding facility awaiting transport. This would assist with the total function of duties.

Fuel Costs: Should fuel costs increase to over \$3.25/gallon, a fuel surcharge may be applied.



TEL 801 852 6878
310 W CENTER ST
PROVO, UT 84601

January 9, 2014

To Whom It May Concern:

Provo City Justice Court currently contracts with All Pro Security, Constable Bob Conner, for security, transport and warrant services. In my experience the service they provide has always been exceptional. The officers they employ are of a very high caliber. They are competent, professional, assertive, and respectful. This company is reliable and makes my managing of security for the courthouse obsolete. I don't have to worry about staffing issues or customer complaints. I know things will always be handled appropriately.

This company is easy to work with. They are accommodating, trustworthy, and very well organized. I would highly recommend the services of All Pro Security and Constable Bob Conner, with no reservations.

Sincerely,

A handwritten signature in black ink, appearing to read "ReAnnun Newton". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

ReAnnun Newton
Provo City Justice Court
Court Administrator
Tel 801 852 7155



LINTON MUNICIPAL JUSTICE COURT
JUDGE W. BRENT BULLOCK

July 22, 2010

To Whom It May Concern:

Linton Justice Court has been working with Bob Connor and All Pro Security for, approximately, the last three years. We have come to rely on them for the professional, reliable, friendly and efficient services they provide our Judge, our court and our defendants.

I have been lead court clerk for the last 9 years and I don't know how we managed without them. Bob and his staff are top notch professionals and I would highly recommend them.

Please feel free to call if you have any questions about our experience with Bob and All Pro Security. You can reach me at 801-785-1971.

Sincerely,

Christine Bliss
Linton Justice Court Clerk

cc: Judge W. Brent Bullock
Ott Dameron, Linton City Administrator

To Whom It May Concern:

February 18, 2015

My name is Angelique Hansen and I am Judge Brent Bullock's court clerk for Pleasant Grove Justice Court.

I understand that Bob Conner from All Pro Security is going to be submitting a bid to do bailiff duties at your court.

I have found their company and employees to be prompt, reliable, personable and professional.

I think they would do a great job for your court and I have no hesitation in recommending their services to you.

If you have any questions or concerns you would like to ask me about their company or employees feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'Angelique Hansen', with a long, wavy horizontal line extending to the right.

Angelique Hansen

Pleasant Grove Justice

Court Clerk Supervisor

801-785-9461



MAPLETON CITY POLICE DEPARTMENT

Dean L. Pettersson

Chief of Police

Dear Mr. Conner,

I am writing to thank you for the great service your company, All Pro Security, has provided to the city of Mapleton. When we were searching for people to handle our courtroom security we knew we would need individuals that were experienced, professional, and capable. All Pro Security has gone above and beyond my expectations with the services that they have provided. Not only did you provide me with individuals with all the professional qualities that I desired, but also with first-rate officers that were able to handle people and situations with dignity and respect. The officers you have provided us for our court room security do an outstanding job. It is clear that they have received thorough training; it shows in the quality of their work. You have exceeded all of my expectations as an owner. The fact that you are involved with every facet of management of your company really shows in the excellence of your services. The company is well run and trustworthy. The amount of attention put into the training of your officers and your willingness to work with us really shows that you care about our city and the work your officers do for us. I highly recommend your company for anyone looking to hire a body guard, security guard, or security officer.

Thanks again,

Chief Dean L. Pettersson
Director of Public Safety



Brian J. Gwilliam
Chief of Police

<http://www.lonepeakpolice.com> ★ 5400 Civic Center Dr. Suite 3 ★ Highland, Utah 84003 ★ 801-756-9800

To Whom It May Concern,

2/17/2015

I am pleased to recommend the services of Bob Connor and All Pro Security. We have used their services for the Alpine/Highland Justice Court for the past 8 months. We have been impressed with their professionalism, and attention to detail. We have had several of his employees provide court security over the past several months and appreciate the way in which they have handled themselves as well as those that are visiting our facility as well at the court.

Bob and his staff have been readily available to answer any questions that we've had. We have found them to be prompt, courteous, and well trained with the equipment that they use.

If you should have any questions please feel free to contact me.

Best Regards,

Brian Gwilliam,
Chief, Lone Peak Police

1110 W 1315 S
Orem, UT 84058

OAKHURST

(801) 434-8500
Fax (801) 434-7200

11/25/13

Bob Connor,

We are writing this letter as a testimonial of your great services to our property. The mobile patrol service you offer is highly appreciated along with time and effort you take in making sure our tenants feel safe and protected. APS has always been very courteous and professional in dealing with our staff on any issues or concerns we have. You are so great and have always been easy to get a hold of. Also, if there is ever a problem we get a call or email the next day letting us know what the occurrence was and how it was handled. I also like knowing we can call and let you know about problems we may see and you are able to look out for them when you come on your nightly patrols. We feel safe in the hands of All Pro Securitiy. THANK YOU!!

Melissa Jorgensen
Apartment Manager
Oakhurst Apartments

04/15/2014

To whom it may concern

All Pro Security

I have worked with All Pro Security for multiple years. During which time they have provided our business with excellent service in the security of our plant. Their work has been a major factor in keeping trespassing and theft to a minimum.

I can confidently recommend All Pro Security as a solid and reliable business, and experts in their field.

Regards,

Mike Roring
Plant Superintendent



December 30, 2013

To Whom It May Concern:

Wencor enlisted the services of All Pro Security during 2013. We have been pleased with the service they have provided to us. The security personnel who were assigned to our facility were prompt, respectful, and professional. They handled every situation with tact. We also enjoyed the insight into our facility security issues from their point of view.

Kind Regards,

Wendy Hoopes

Wendy Hoopes, PHR
HR Manager
Wencor Group
Phone: 801.491.2532
Email: whoopes@wencor.com

Training Exercise
Provo City Justice Court - Bomb Threats

General Overview – Any business or institution can become the victim of a bombing or bomb threat. These incidents are usually done to provoke a reaction from that particular location or just to be an inconvenience. The majority of all bomb threats are made by telephone and turn out to be a hoax. The recipient of a bomb threat however has no way of knowing whether or not the threat is real or a hoax, so all threats need to be taken seriously.

In the case of the courthouse, there are many reasons why someone might call a bomb threat in. Some examples might be a disagreement over a ruling by the Judge, a dispute over a citation or charge from law enforcement, disagreement with a staff member, or to cause a diversion to accomplish another act. For example, if a jury trial is going on, a bomb threat might be called in to disrupt the proceedings or attempt to intimidate the jurors. Whatever the reason, certain procedures should be followed to secure the facility and protect the employees and public.

The calling in of a bomb threat is a criminal offense so as much information should be obtained to assist local law enforcement in their investigation of the threat. As an employee of the City, or a part of the security staff, it is important that everyone takes all threats seriously and to remain calm and professional. This will minimize panic and disruption of services at the court. Also, as much information concerning the call should be written down and given to security and law enforcement.

Attached is a **Bomb Threat Checklist** that may assist you in obtaining information that will help in the investigation. While on the phone with the caller, take notes and ask questions. Don't assume that you won't receive an answer; try to obtain as much information as you possibly can.

Provo City Justice Court Security Plan Information

A bomb threat may be received by anyone working in the courthouse and vital information can be gained from the caller that may save lives and property. Be calm and courteous and listen carefully. Take notes if possible. Do not interrupt; don't place the caller on hold or attempt to transfer the call. If possible, notify a supervisor or security officer while the caller is still on the line. Listen for clues as to the identity of the caller. Accents, speech patterns, information the caller has about the building, slang or certain words used that may be helpful in identifying the caller. After the caller seems to be finished, attempt to ask (if you don't already know): When will the bomb go off?; Where is the bomb located?; What kind of bomb is it?; What does it look like?; Why was the bomb placed there? After the call is over, immediately call security and the Court

Administrator. Follow all instructions of security and bomb squad personnel very carefully. If you locate a suspicious article, **DO NOT TOUCH IT**. Immediately notify security personnel and/or bomb squad members. Do not drive a car that has been parked near the building until cleared to do so. Do not automatically evacuate the building, wait for instruction from security. Avoid the use of cell phones or electronic devices.

What to Do –

1. **Don't panic.**
2. If possible during or immediately afterwards, advise security of the call.
3. Record the phone conversation if a recording device is available.
4. Fill out the **Bomb Threat Checklist** or write down as much information as you can concerning the call and caller. Be as exact as you can on time call received, and what exactly was said. Asking questions may keep the caller on the line longer so that you might be able to listen for background noises or familiar sounds. Possibly the caller will be calling from a location where they are watching the courthouse. You may hear a sound over the phone that you also hear in person, indicating that the caller is nearby.
5. Notify Justice Court Administrator as soon as possible.
6. Contact Provo Police Dispatch if not already done and give them details as to what occurred. Also advise them where to respond and where to enter the building.
7. Security or Court Administrator will make the determination if an evacuation is needed.
8. Make a visual check of your work area. If anything is located, **DO NOT TOUCH IT** or use an electronic device close to the item. Remember the design of a bomb depends solely on the imagination of the person building it. They may be activated by movement, fuse, heat or remotely.
9. You may be asked later to accompany law enforcement in searching the building. This is because you will know what belongs and what doesn't. The officer will not have that knowledge.
10. If a bomb threat is received by handwritten note, touch it as little as possible and keep every piece of it including the envelope. Fingerprint evidence may be destroyed if handled too much.
11. If a bomb threat is received by e-mail, do not delete it. Print the message immediately and keep it on your screen. Do not open any attachments as there may be a virus attached that could harm the computer system.
12. Limit how much you may handle a suspicious package that arrives with any of the following indicators:
 - a. No return address
 - b. Excessive postage



ALL PRO SECURITY

1040 E. 50 S. Lindon, UT 84042

Office: (801) 796-1227 • Fax: (801) 796-3737

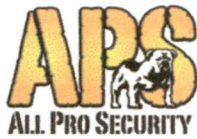
www.apsguards.com

- c. Stains
- d. Strange odor
- e. Strange sounds
- f. Unexpected delivery
- g. Poorly handwritten and/or misspelled words
- h. Incorrect titles
- i. Foreign postage
- j. Restrictive note

Possible Scenarios

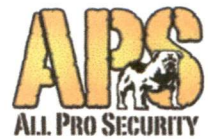
- A need might be to immediately lock down the building to prevent anyone else from entering and being placed in harms way. Security will perform this task or direct you to assist.
- If the determination is made to evacuate the building, everyone should quickly secure their workstation and exit the building. A predetermined location will be determined where to meet and ascertain that everyone is safe and accounted for. Remember we are all responsible for the civilians in the building as well. Assist them in exiting quickly and safely.
- Be observant if/when exiting. See if there is anyone around who appears to be watching the building and notify security or law enforcement if you do.
- When exiting, do not stand or loiter around any walls that have a lot of glass. Should an explosion occur, the glass from those areas will cause injury.
- If court is in session, and the determination has been made evacuate, calmly assist the civilians in their exit of the building. Security will take care of any prisoners in the area.
- Prisoners should be either placed in the holding rooms (if an evacuation is not performed) or loaded up and immediately transported back to the Utah County Jail. They should not be left in any holding rooms if an evacuation is ordered.
- If there is a jury in court, they will need to keep separate from the rest of the public. It may be best to take them all out a separate door to prevent their interaction with others. Court clerk should remain with the jurors as they will be the liaison for their questions and concerns.
- Evidence in the courtroom should be secured by the officer(s) who brought it in. That way there will not be an issue with the chain of evidence.

Remember, try to remain calm and get as much information as you can.



Santaquin Justice Court

275 W. Main Street, Santaquin, UT 84655
Constable Bob Conner



Daily Activity Report

		Day		Date	
Officer 1:		Time In		Time Out	
Officer 2:		Time In		Time Out	
Enter Actual Time On Site (There is a ½ hr. unpaid lunch)					

Equipment Inventory (Initial & Inventory At Start of Shift)				
Keys	Handheld Metal Detector	Radios	Remote Mics	

Time	Officer	Narrative of Action Taken

- Review previous activity logs when coming on duty.
- E-mail daily to admin@apsguards.com at end of each shift.
- Make sure everyone's hours are accurate for the whole day.