

MCS04VID

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: MESA COUNTY SHERIFF

SUBJECT/PROJECT: VIDEO ARRAIGNMENT FOR MUNICIPAL
DEFENDANTS

CITY DEPARTMENT: ADMINISTRATIVE SERVICES

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM AGREEMENT BY AND BETWEEN THE CITY OF GRAND JUNCTION AND THE MESA COUNTY SHERIFF FOR VIDEO ARRAIGNMENT FOR MUNICIPAL COURT DEFENDANTS

1.0 PARTIES

The parties to this Agreement are the City of Grand Junction, a home rule Colorado municipality, hereinafter referred to as the "City" and the Sheriff of Mesa County, Colorado, hereinafter referred to as the "Sheriff." Reference may be made in this agreement to the City, the Sheriff or the Parties.

2.0 RECITALS AND PURPOSE

2.1 The City and the Sheriff agree that both would benefit from the development, implementation and operation of a Video Arraignment "VA" process for the arraignment of Municipal defendants incarcerated in the Mesa County Detention Facility "MCDF." Because of the importance and common interest between the Parties in keeping the MCDF secure and limiting the interruption that is caused by the transportation of in-custody defendants to and from court, the City and the Sheriff enter into this agreement.

2.2 Representatives of the City and the Sheriff have met and agreed on the various roles and responsibilities to be assumed by each. The Sheriff has administered VA for County Court and is therefore equipped to administer it for the City. The Sheriff has demonstrated that it has the special expertise and background necessary to provide the services and has agreed, on the terms and conditions provided for in this agreement, to provide services to the City.

3.0 SCOPE OF SERVICES

The Sheriff has agreed to provide the services described in this agreement. The Parties have reviewed the agreement and consent and agree to the terms hereof. While the agreement may be specific to the provision of Video Arraignment services, implied in the Sheriff's provision of that service is the general guidance, suggestions and recommendations and/or other reasonably inferable action(s) consistent with the administration of a detention facility, jail and/or an inmate population.

4.0 TERMS

4.1 The City and the Sheriff shall each pay their own costs. No compensation shall be made or required. The Parties acknowledge and agree that the direct and incidental benefits to accrue to the City and the Sheriff are adequate consideration for this agreement.

4.2 The Sheriff shall provide for Video Arraignment of all Municipal defendants incarcerated in the MCDF on a schedule that is mutually agreeable to the Sheriff and the City. The Sheriff shall provide necessary and adequate staff to initiate the video link; transport defendants to and from the Video Arraignment center and otherwise provide for the use of the Video Arraignment center/equipment. The Sheriff has agreed to store the City's video arraignment equipment at no charge to the City.

- 4.3 The City shall reasonably cooperate with the Sheriff and assist in the provision of Video Arraignment by providing equipment and as necessary repairing and maintaining that equipment. The City will provide either a live feed or a videotape of the advisement. The City shall coordinate the equipment/electronic needs with Sheriff or his designee. The City shall be responsible for transferring documents from the MCDF to Municipal Court and vice versa.
- 4.4 The City and the Sheriff have agreed that the fiber optic line that exists between the MCDF and City Hall may be utilized for voice, data and other transmission at such times and by such party as it is available. The City and the Sheriff further agree that the fiber optic line shall be reserved and used exclusively for Video Arraignment at the times and in accordance with the schedule developed by the Parties.
- 4.5 The City and Sheriff shall each in their sole judgment shall determine if services have been performed and/or delivered in accordance with this agreement. If services are not delivered to the satisfaction of the City the Parties shall attain the status held prior to this agreement.

5.0 PROJECT REPRESENTATION

- 5.1 The City has designated Jodi Romero, Customer Service Manager as the responsible staff member to provide direction to the Sheriff during the conduct of the project. The Sheriff shall communicate with the City through the City's designated representative.
- 5.2 The Sheriff has designated Steve Farlow, Jail Administrator as the responsible staff member to provide direction to the City during the conduct of the project. The City shall communicate with the Sheriff through the Sheriff's designated representative.
- 5.3 The City, for purposes of determining the completeness or sufficiency of the service may rely upon the guidance, opinions and recommendations provided by the Sheriff's project manager.

6.0 TERM

The Parties obligations shall continue until this agreement is modified or terminated.

7.0 TERMINATION

In the event either party should fail or refuse to perform according to the terms of this Agreement the non-defaulting party may seek termination of this Agreement. Termination may occur only after the Parties have met, conferred and sought reasonable resolution of any disagreement(s) that they may have. If that effort is unsuccessful then the terminating party shall provide 30 days advance written notice of the termination date.

8.0 COMPLIANCE WITH LAW

- 8.1 The Sheriff shall be solely responsible for compliance with the Constitution and all laws applicable to the detention, incarceration and release of defendants.
- 8.2 The City shall be solely responsible for compliance with the Constitution and all laws applicable to the advisement, prosecution and sentencing of defendants.
- 8.3 Colorado law shall apply to the construction and enforcement of this agreement.
- 8.4 Should a claim be made or arise out of or under this agreement each party shall bear its own costs, including but not limited to any judgment or award, attorneys fees or costs including in-house counsel, plus related court costs and expenses. Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act 24-10-101 et. seq., C.R.S., as now or hereafter amended. The Parties hereto understand and agree that liability for claims for injuries to persons or property and other injuries which lie in tort or could lie in tort that arise out of the negligence of the City or the Sheriff and/or their respective officers, agents and employees may be controlled and limited by the provisions of 24-10-101 et. seq., C.R.S., as now or hereafter amended.

9.0 INTEGRATION AND AMENDMENT

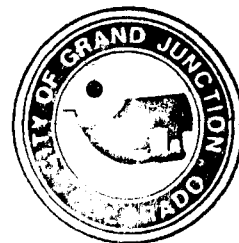
This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

June
DATED: ~~May~~ 8, 2004.


Signed-CITY OF GRAND JUNCTION

KELLY ARNOLD, CITY MANAGER
Print name and title

Attest: Stephanie Turner
City Clerk



Stan Hilkey
Signed-MESA COUNTY SHERIFF

STAN HILKEY
Print name

Attest: _____