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Res. 18234

**STATEWIDE PUBLIC SAFETY INC.  
AGREEMENT FOR PROFESSIONAL SECURITY SERVICES**

This Agreement for Professional Security Services (the "Agreement"), effective Monday, August 5, 2013, is by and between STATEWIDE PUBLIC SAFETY INC., a Missouri corporation (hereinafter "STATEWIDE PUBLIC SAFETY"), and Jackson County Missouri, located at 1300 Cherry Street, Kansas City, MO 64106, phone 816-881-4280. ("hereinafter Client").

WHEREAS, STATEWIDE PUBLIC SAFETY is qualified and willing to provide security patrol and related services in accordance with the provisions of this Agreement; and

WHEREAS, Client desires to engage STATEWIDE PUBLIC SAFETY to provide security patrol and related services to one or more locations specified by Client

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

**1. SERVICES**

STATEWIDE PUBLIC SAFETY shall provide the services described on Exhibit "A" (hereinafter referred to as the "Services") to Client only for the protection of property of the client located at the address or addresses described on Exhibit "B", but not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses, or other areas not specifically indicated in this agreement.

The term "protection of property", shall in no way be construed to suggest that Statewide Public Safety is responsible for incidents that occur, which upon acting in good faith, the Statewide Public Safety security guard performs his or her duties as outlined in this contract and according to Statewide Public Safety approved procedures, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement. Statewide Public Safety will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

Nothing shall be construed to suggest that Statewide Public Safety, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

Statewide Public Safety will provide security personnel with the qualifications described hereinafter.

**FILED**  
AUG 07 2013  
MARY JO SPINO  
COUNTY CLERK

**2. TERM.**

This contract shall commence on upon execution and extend through October 31, 2013.

**3. PAYMENT AND INVOICING TERMS.**

**3.1 Payment for Services:** Client shall pay Statewide Public Safety the sum of \$14.95 per hour, per officer for 24 hours a day (see Exhibit A) for the Services. Such payment shall be due net 30 days from the date of invoice. Scheduling hours will be listed on Exhibit A of this contract.

**3.2 Invoicing and Late Payment Policy:**

Invoices will be mailed bi-monthly for stationary services and Monthly for patrol services by Statewide Public Safety for payment by Client. Payment is due net thirty (30) days from date of invoice. Client accounts with invoices overdue by more than 10 days you will be notified and Statewide Public Safety may opt to discontinue service. Termination of services due to non-payment of any invoice does not release Client from liability for amounts due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection.

**4. CHANGES.**

Client and Statewide Public Safety may from time to time change the scope of services to be provided. Any such change (the "Change Order") will only be effective if accepted in writing by Statewide Public Safety.

**5. STANDARD OF CARE.**

Statewide Public Safety warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who, prior to employment at Statewide Public Safety, have been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed.

**6. LIABILITY.**

**6.1 Liability for Loss:** Statewide Public Safety shall not be liable to any person for loss due to burglary, theft, fire, or any other cause whatsoever except where such loss is caused by the negligence, default of omission or Statewide Public Safety's employees' actions in their line of duty or responsibility.

**6.2 Remedy:** The liability of Statewide Public Safety for any claim arising out of or relating to this Agreement is expressly limited to the fees paid by Client for the particular service provided. Upon receipt of written notice of a claim, Statewide Public Safety may, in its sole and absolute discretion, use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Statewide Public Safety is alleged to be at fault, or return to Client the fees paid by Client to Statewide Public Safety for the particular service provided that gives rise to the claim. Client stipulates and agrees that this remedy is sufficient and fully and finally waives any claim to further remedies.

**6.3 Survival:** The provisions of this Agreement regarding available remedies shall survive the expiration or termination of this Agreement for any reason.

**7. MISCELLANEOUS.**

**7.1 Insolvency and Adequate Assurances:** If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Statewide Public Safety may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to Statewide Public Safety, in addition to any other rights and remedies available, Statewide Public Safety require prepayment for services or may partially or totally suspend its performance while awaiting assurances, without any liability.

**7.2 Severability:** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

**7.3 Modification and Waiver:** Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

**7.4 Independent Contractor:** Statewide Public Safety is an independent contractor of Client.

**7.5 Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Agency assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Agency shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**7.6 Assignment:** The Agreement is not assignable or transferable by either party, except as agreed by both parties in writing.

**7.7 Disputes:** Statewide Public Safety and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, Statewide Public Safety and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless Statewide Public Safety and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

**7.8 Section Headings:** Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

**7.9 Representations; Counterparts:** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

**7.10 Non-solicitation of Employees:** During and for one (1) year after the termination of this Agreement, Client will not solicit employment of, or employ Statewide Public Safety's personnel, without the Statewide Public Safety's prior written consent.

**7.11 Governing Law and Construction:** This Agreement will be governed by and construed in accordance with the laws of the Missouri. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

**7.12 Entire Agreement; Survival:** This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Statewide Public Safety respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at anytime by request of the client and agreement by Statewide Public Safety. Such service or services shall be deemed provided consistent with the warranties established herein.

**7.13 Force Majeure:** Statewide Public Safety shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

## Exhibit "A"

### Services to be provided

1. Provide a visible deterrent for property crimes and crime against the client, which include criminal mischief making, graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property. The terms are limited to the property of the client, so long as the property is located within the geographical area listed in Exhibit "B".
2. Alerting the proper law enforcement authority of any criminal incident immediately and promptly notify Client's designated contact person of such activity. Client shall from time to time provide Statewide Public Safety with written designation of the contact person and such person's contact information.
3. Undertake Stationary Security foot patrols of the geographical area listed in Exhibit "B" while on site twenty four (24) hours a day, Monday through Sundays during the patrol shift. Such patrols shall be on an irregular and continuously varied pattern.
4. Record all unusual security related events via Statewide Public Safety's reporting system.
5. Respond upon request of Client or Client's employee to any security related event.
6. Employees of Statewide Public Safety will be dressed in approved uniform and shall carry such equipment as shall be deemed reasonably necessary for the effective discharge of the services to be provided.

Jackson County, Missouri:

By X

  
Name: Q. Troy Thomas

Director of Finance and Purchasing

STATEWIDE PUBLIC SAFETY:

By

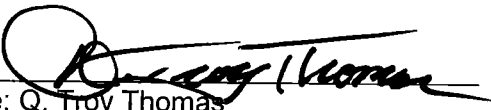
  
Name: **Statewide Public Safety, Inc., by Agent,**

**Exhibit "B"**

**Geographical Area of Responsibility**

All property owned by Jackson County, on or around 21001 E. 24 Highway, Independence, MO  
816-881-4280

Jackson County, Missouri:

By X   
Name: Q. Troy Thomas  
Director of Finance and Purchasing

STATEWIDE PUBLIC SAFETY:


By   
Name: **Statewide Public Safety, Inc., by Agent,**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

JACKSON COUNTY, MISSOURI:

APPROVED TO FORM:

By X   
Name: Q. Troy Thomas  
Director of Finance and Purchasing

By   
W. Stephen Nixon  
County Counselor

STATEWIDE PUBLIC SAFETY:

ATTEST:

By   
Name: Statewide Public Safety, Inc.  
by Agent

  
Mary Jo Spino  
Clerk of the County Legislature

### REVENUE CERTIFICATE

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

August 7, 2013  
Date

  
Director of Finance and Purchasing



EXHIBIT "C"

Res. 18234

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Statewide Public Safety, Inc.**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Statewide Public Safety, Inc.**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]  
Authorized Representative's Signature

Obert Nachtmann  
Printed Name

Captain  
Title

8-7-13  
Date

Subscribed and sworn before me this 7 day of August, 2013. I am commissioned as a notary public within the County of Clay State of Missouri, and my commission expires on 5/23/17.

[Signature]  
Signature of Notary

8/7/13  
Date

