

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of temporary inmate housing for use by the Department of Corrections, to the Johnson County, Missouri Sheriff's Office of Centerview, MO, as an acquisition from another governmental entity, and authorizing the Director of Finance and Purchasing to issue a check in the amount of \$4,720.00, to the Johnson County, Missouri Sheriff's Office, as payment for these services previously rendered.

RESOLUTION NO. 19244, August 29, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has a need for temporary inmate housing to accommodate certain situations in which an inmate may need off-site housing; and,

WHEREAS, after evaluating housing options throughout the area, the Director of the Department of Corrections recommends an agreement with the Johnson County, Missouri Sheriff's Office for the furnishing of these services; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, 1984, the Director of Finance and Purchasing recommends that the award of a twelve-month term and supply contract, with one twelve-month option to extend, be made to Johnson County, Missouri Sheriff's Office of Centerview, MO for the furnishing of temporary inmate housing as an acquisition from another government entity; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any amount, with the availability of funds for specific purchases remaining subject to annual appropriation; and,

WHEREAS, the Johnson County, Missouri Sheriff's Office has provided these services to the Department of Corrections and the Department has incurred a bill in the amount of \$4,720.00; and,

WHEREAS, the Director of Finance and Purchasing requests the authorization to issue a check to the Johnson County, Missouri Sheriff's Office in the amount of \$4,720.00 for payment of these services previously rendered; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the County Executive be and is hereby authorized to execute the attached Agreement for Detention Services with the Johnson County, Missouri Sheriff's Office; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the Agreement and extension thereto, to the extent that sufficient appropriations to the using agency are contained in the then current County budget; and,

BE IT FURTHER RESOLVED that the Director is authorized to issue a check in the amount of \$4,720.00 to the Johnson County, Missouri Sheriff's Office, for payment of services previously rendered.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No.19244 of August 29, 2016, was duly passed on September 6, 2016 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

Nays 0

Abstaining 0

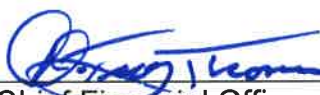
Absent 1

9-6-16
Date


Mary Jo Spino, Clerk of Legislature

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 will, of necessity, be determined as each using agency places its order.

August 29, 2016
Date


Chief Financial Officer

AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between Jackson County, Missouri (hereinafter called "Jackson County") and Johnson County Sheriff's Office (hereinafter called "Contractor").

WHEREAS, Jackson County requires services for the housing of prisoners on a short and long-term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the County and the Contractor agree as follows:

SECTION 1

Contractor agrees to furnish secure facilities and personnel twenty four (24) hours a day, seven (7) days a week for confinement of both male and female Jackson County prisoners being held from who are pretrial or serving county time as imposed by a circuit court judge.

- A. All facilities shall meet the following requirements:
 - 1. Facility must be secured for the prevention of escape and confinement of prisoners at all times.
 - 2. The facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).
 - 3. The facility shall meet the requirements of the ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by Jackson County.

- B. All facilities must be operated in accordance with the following requirements:
 - 1. All operations shall comply with ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by Jackson County. Policies, where required, shall be available for review by Jackson County.
 - 2. Contractor shall not allow employees with prior felony convictions or non-traffic related misdemeanor convictions to have direct contact with or supervision of Jackson County prisoners.

3. Programs, activities and services shall be provided equally to male and female prisoners.
4. Contractor shall be responsible for transporting prisoners from Jackson County to the detention facility and other destinations (court, medical, and dental treatment), as required. The cost associated with the transporting of prisoners will be as a cost of \$20.00 per round trip, however, when multiple prisoners from the contracted agency are transported, only one charge will be assessed for that trip. If Jackson County has more prisoners to be transported than the capacity of the transport vehicle, and a second transport is needed, then a second transport fee of \$20.00 will be assessed for that trip.

The Contractor will provide two pick-up or deliveries per day and those will be at 0800 hours and 2000 hours unless an agreement is made between Jackson County and the Contractor. If additional pickup and deliveries are requested by Jackson County, it is understood the \$20.00 round trip charge will apply.

The Contractor has the rights to cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make said delivery or pickup dangerous to the public, prisoner, or the Contractor's employee.

Paperwork associated with the pickup and delivery of the Jackson County prisoners MUST be received by the Contractor by 0500 hours for the morning transport and 1800 hours for the evening transport. This is necessary to maintain consistency within the process.

Prisoners shall be picked up daily from Jackson County's facility for transfer to Contractor's facility. When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone). The transport vehicle must be equipped with working heat and air conditioning in the prisoner compartment. The Contractor may charge Jackson County a total of twenty dollars (\$20.00) per round trip from the Contractor's facility to pick up or to deliver the prisoner back to Jackson County's Facility or their respective Courts. This \$20.00 fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle. If an additional vehicle is required, then an additional transport fee will be assessed. Jackson County agrees it will contact Contractor if it is sending a Prisoner which will require segregation or isolation in advance to determine if space is available for that prisoner.

5. Only essential personal or medical property taken from a prisoner by the Jackson County Detention Center will be released to the Contractor personnel in a

property bag after the contents are verified. The property will be in a bag that will then be sealed and a copy of the Jackson County Detention Center property slip attached. All other property belonging to the prisoner will be stored by the Jackson County Detention Center to be released to an agreed upon person or stored until the prisoner is returned to their facility for final disposition.

6. All prisoners shall be provided an onsite health care professional for non-emergency health care needs at no cost to Jackson County. Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, contractor will contact Jackson County's Detention Center and notify the on-duty staff of the nature of the illness/injury. Emergency treatment may be authorized by the Contractor; however, Jackson County may not accept responsibility for the associated cost. Should Jackson County not accept responsibility for the associated cost of emergency treatment, Contractor may return prisoner to Jackson County immediately so that Jackson County will house the prisoner. Prisoners are personally responsible for any routine medicine, medical or dental expenses. Medications shall not be purchased for more than seven (7) days at a time. Jackson County agrees Contractor shall have the right to refuse to accept a Prisoner based upon current medical conditions including but not limited to: high risk or late term pregnancy, cancer, influenza, tuberculosis, any highly contagious or infectious disease and any medical condition which requires hospitalization or 24 hour around the clock medical care.
7. All prisoners are to be released through Jackson County's Detention Center. When a prisoner has reached the day prior to his/her scheduled release date, Contractor will transport him/her to Jackson County's Detention Center. Prisoners who have had their fine or bond posted will also be transported back to the Jackson County Detention Center for release.

Whenever a prisoner has reached his or hers release date, they will, without exception be returned to the Jackson County Detention Center.

This procedure will be followed regardless of any warrant that is outstanding from another agency. The prisoner will be taken back to the Jackson County Detention Center and will be released to them. It will be Jackson County's responsibility to contact the Agency which has the outstanding warrant for the subject.

Contractor shall provide the following reports, in writing:

- a. Incidents involving any Jackson County prisoner, whether as victim or suspect, shall be immediately reported to Jackson County with a copy to the Detention Administrator. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal

property, escape, or attempted escape or conduct that results in loss of prisoner privileges.

- b. A detailed report for housing, medical services, dental and medicine will be submitted to the Jackson County Director of Corrections or his designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.
- c. Jackson County reserves the right to make unscheduled visits at the Contractor's facility and full access will be required at that time or the Agreement may be canceled.

SECTION 2

The Contractor agrees to guarantee Jackson County a total of twenty-five (25) beds per day for their prisoners. This does not prohibit the Contractor from exceeding that amount provided there are vacant beds available at the time additional housing is requested by Jackson County. If at any time the Contractor is housing prisoners for Jackson County in excess of the guaranteed fifty-five prisoners, and it becomes necessary, due to other contractual commitments to other agencies or in an emergency situation, Jackson County will be required to make arrangements to house their prisoners, over the guaranteed limit, at another facility or returned them back to Jackson County for disposition. The parties understand that Jackson County is only obligated to pay for bed-days actually used.

Jackson County agrees to pay Contractor for the housing of both male and female prisoners for the agreed sum of \$40.00 per day. The fee of \$40.00 only pertains to the housing of the prisoners and does not include the transportation fees associated with the transporting of said prisoners to the required locations such as to and from Jackson County, Contractor's facility, and Court.

SECTION 3

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, Jackson County and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order.

SECTION 4

Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, Jackson County and Contractor agree to allocate and limit such liabilities in accordance with this Section.

The Contractor agrees to indemnify and hold harmless Jackson County, its agents, officials, and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

Contractor shall indemnify Jackson County against legal liability for damages arising out of claims by Contractor's employees.

Contractor shall have no obligation to defend, indemnify, or hold harmless Jackson County or any Jackson County officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a Jackson County official or employee.

SECTION 5

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- B. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- C. General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- D. Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

Contractor shall furnish Jackson County certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Jackson County. All subcontractors shall be required to include Jackson County and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify Jackson County and Contractor to the same extent.

SECTION 6

Jackson County may terminate or suspend performance of this Agreement at Jackson County's convenience upon sixty (60) days' written notice to Contractor.

Contractor shall terminate or suspend performance of the services on a schedule acceptable to Jackson County. If termination or suspension is for Jackson County's convenience, Jackson County shall pay Contractor for all the services performed until the date of the termination by Jackson County or suspension expenses. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, Jackson County shall have the right to terminate this contract immediately upon written notice to Contractor.

If, as a result of any natural disaster, windstorm, earthquake, fire, flood, act of terrorism or war, or Act of God, Contractor is unable to perform this Agreement, the Agreement shall immediately terminate.

SECTION 7

A waiver by either Jackson County or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 8

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined.

SECTION 9

Jackson County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 10

Neither Jackson County nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 11

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Jackson County and Contractor.

SECTION 12

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

SECTION 13

Contractor agrees that Jackson County, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 14

This contract shall be effective as of September 1, 2016, and extend until August 31, 2017. Jackson County may exercise an option to renew the contract/agreement for a period of one year. Jackson County will provide the Contractor with a written renewal notice sixty (60) days prior to the expiration date of the contract period. The parties may renegotiate all pricing prior to the expiration date of the contract period. No option shall be renewed without a separate agreement setting forth pricing for the option period.

SECTION 15

During the performance of this contract/agreement or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment,

applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. However, this provision shall not be construed to require Contractor act in any way beyond what is required by federal law of the laws of the State of Missouri and no cause of action is created by this provision for any individual not a signatory to this Agreement.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract/agreement or purchase order with any of the said rules, regulations, or orders, this contract/agreement or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted contract/agreement in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as Jackson County may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by Jackson County, the Contractor may request the Centered States to enter into such litigation to protect the interest of the Centered States.

SECTION 16

This Agreement shall be governed by the laws of the state of Missouri.

SECTION 17

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Johnson County Sheriff's Office
278 SW 871
Centerview, MO 64019

JACKSON COUNTY:

Joseph Piccinini, Director of Corrections
Jackson County Detention Center
1300 Cherry Street
Kansas City, MO 64106

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Jackson County.

SECTION 18

Jackson County and Contractor each reserve the right to, from time to time; enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 19

This Agreement represents the entire agreement between Jackson County and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded. Any

dispute resolving any provision of this Agreement shall be resolved by binding arbitration. The arbitrator shall be a retired Circuit or Associate Circuit Judge of the State of Missouri, to be agreed upon by the parties. If the parties are unable to agree upon a retired judge to serve as an arbitrator, each party shall select an arbitrator. The arbitrators so selected shall then meet and select a third arbitrator who shall hear and decide the matter.

SECTION 20

The following Sections shall survive the expiration or termination of this Agreement for any reason: 2, 4, 7, 8, 10, 11, 12, 13, 19 and 20.

IN WITNESS WHEREOF, Jackson County and Contractor, by and through their authorized officers, have made and executed this Agreement.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By _____
W. Stephen Nixon
Jackson County Counselor

By _____
Frank White, Jr.
Jackson County Executive

ATTEST:

By _____
Mary Jo Spino
Clerk of the Legislature

Date: _____

APPROVED AS TO FORM:

JOHNSON COUNTY SHERIFF'S
OFFICE

By _____
Prosecuting Attorney

By _____
Johnson County, Missouri

ATTEST:

By _____
Presiding Commissioner

By _____
Johnson County Clerk

Date: _____

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 appropriation.

Date

Chief Financial Officer