

**HOMELAND SECURITY PROTECTIVE SERVICE INC.
AGREEMENT FOR INMATE TRANSPORTATION SERVICES**

This Agreement for Professional Security Services (the "Agreement"), effective *Nov. 16*, 2021, is by and between HOMELAND SECURITY PROTECTIVE SERVICE INC., a Missouri corporation (hereinafter "HOMELAND SECURITY PROTECTIVE SERVICE"), and Jackson County phone 816-881-3267 ("hereinafter Client").

WHEREAS, HOMELAND SECURITY PROTECTIVE SERVICE is qualified and willing to provide inmate transportation and related services in accordance with the provisions of this Agreement; and

WHEREAS, Client desires to engage HOMELAND SECURITY PROTECTIVE SERVICE to provide inmate transportation 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:

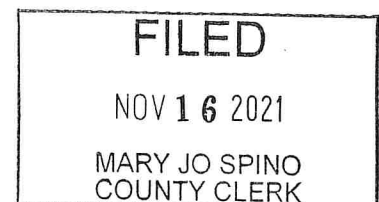
1. SERVICES

HOMELAND SECURITY PROTECTIVE SERVICE shall provide inmate transportation and related services as described on Exhibit "A and outlined in the proposal submitted in response to the REQUEST FOR PROPOSAL NO. 25-21 ISSUED: 04/21/2021 by Jackson County, Missouri.

The term "protection" shall in no way be construed to suggest that Homeland Security Protective Service is responsible for incidents that occur, which upon acting in good faith, the Homeland Security Protective Service security guards perform his or her duties as outlined in this contract and according to Homeland Security Protective Service 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. Homeland Security Protective Service 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 Homeland Security Protective Service, 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.

Homeland Security Protective Service will provide security personnel with the qualifications described hereinafter.



2. TERM.

Inmate transportation and related services shall be provided commencing, TBD 2021 and shall continue for a period of no less than twelve (12) months, with 12 month option by client to extend, unless otherwise agreed by both parties in writing. Homeland Security Protective Service or client may terminate this Agreement upon 30 days prior written notice.

3. PAYMENT AND INVOICING TERMS.

3.1 Payment for Services: Client shall pay Homeland Security Protective Service the sum of (see Exhibit A) per hour for inmate transportation and related services. Such payment shall be due net 30 days from the date of invoice. Scheduling hours will be varied base on need as directed by the client and outlines in the RFP 25-21 scope of services.

3.2 Invoicing and Late Payment Policy: Invoices will be e-mailed weekly for inmate transportation and related services by Homeland Security Protective Service. Payment is due net thirty days from date of invoice. Client shall be liable for late payment charges of \$50.00 per week for payments received more than 5 days from due date. Client accounts with invoices overdue by more than 10 days you will be notified and Homeland Security Protective Service 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.

3.3 Scheduling Rights: In an effort to control costs and the financial repercussions of late payments the following reservations are in place and implemented at the discretion of Homeland Security Protective Service. If the client's account is beyond the required payment date and attempts to collect the past due amount are not satisfied, Homeland Security Protective Service reserves the right to conduct the following manipulations in scheduling:

1. Refuse inmate transportation and related services requests.
2. Suspend all inmate transportation and related services until further notice.
3. Suspend inmate transportation and related services until payment is made in full.
4. Suspend all inmate transportation and related services indefinitely.

Homeland Security Protective Service will ensure that reasonable notifications will be made to client before, during, and after any or all of these options are placed into effect.

3.4 Court Appearance: Should a need for a court appearance arise from activity related to this agreement officer(s) of Homeland Security Protective Services will attend court hearings, if necessary, when witness to an act or deed which requires their

presence at such hearings. Client agrees to compensate Homeland Security Protective Service overtime pay for hours of appearance at a rate of not less than time and one-half the regular rates of pay called for in this agreement.

4. CHANGES.

Client and Homeland Security Protective Service 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 Homeland Security Protective Service.

5. STANDARD OF CARE.

Homeland Security Protective Service warrants that inmate transportation and related services shall be performed by personnel possessing competency consistent with applicable industry standards, who, prior to employment at Homeland Security Protective Service, 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.

5.1 Officer Conduct: If client is in anyway dissatisfied with Homeland Security Protective Service personnel provided, client will notify Homeland Security Protective Service in writing to implement corrective action, if applicable. Homeland Security Protective Service reserves the right to discipline or correct the officer based on Client feedback. Homeland Security Protective Service reserves the right to implement corrective action or replace the officer upon written notification. If after corrective action is implemented, if Client is still dissatisfied, Client will again notify Homeland Security Protective Service in writing and other alternatives will be offered.

6. Deleted

7. MISCELLANEOUS.

7.1 Insolvency and Adequate Assurances: If reasonable grounds for insecurity arise with respect to Client's ability to pay for inmate transportation and related services in a timely fashion, Homeland Security Protective Service 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 Homeland Security Protective Service, in addition to any other rights and remedies available, Homeland Security Protective Service require prepayment for services or may partially or totally suspend its performance while awaiting assurances, without any liability.

7.2 Complete Agreement: Parties agree that the Contract together with Jackson County, Missouri Request for Proposal No. 25-21 and the Respondent's response thereto constitute the complete and exclusive agreement between parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract.

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

7.4 Independent Contractor: Homeland Security Protective Service is an independent contractor of Client.

7.5 Notices: Client shall give Homeland Security Protective Service written notice within thirty (30) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against Homeland Security Protective Service, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Homeland Security Protective Service with respect hereto. If Client fails to give such notice to Homeland Security Protective Service with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by United States Postal Service, Certified Mail, Return Receipt Requested and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Homeland Security Protective Service:

Homeland Security Protective Service
287 East US Highway 69
Kansas City, MO 64119
Phone 816-802-8020

If to Client:

Jackson County Sheriff's Department C/O
Jackson County Purchasing Department
415 East 12th
Kansas City, MO 64106

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

7.6 Assignment: The Agreement is not assignable or transferable by Homeland Security Protective Service or Client, except as agreed by both parties in writing

7.7 Disputes: Homeland Security Protective Service 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, Homeland Security Protective Service and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless Homeland Security Protective Service 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 the one (1) year this Agreement, Client will not solicit employment of, or employ Homeland Security Protective Service's personnel, without the Homeland Security Protective Service's prior written consent. As outlined in the RFP 25-21 scope of services, there may be times the Successful Respondent's (Homeland Security Protective Service) personnel are an exceptional match for the position(s) they are filling. The County, after the initial twelve-month contract is fulfilled, may exercise the right to permanently hire the personnel from the Successful Respondent (Homeland Security Protective Service) without penalty. For the duration of the initial twelve-month period, both the county and the Successful Respondent agree to an employment non-solicit agreement for their respective personnel.

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 Homeland Security Protective Service 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 Homeland Security Protective Service. Such service or services shall be deemed provided consistent with the warranties established herein.

7.13 Force Majeure: Homeland Security Protective Service 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.

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


CLIENT:

By X  Ed Crutsinger
Name: Jackson County Purchasing Department

HOMELAND SECURITY PROTECTIVE SERVICE:

By  Agent Amanda M. Harman for Michael Sharp O'Rourke
Name: Homeland Security Protective Service Inc

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

Exhibit "A"

Services to be Provided

1. Provide inmate transportation services as outlined in the scope of services in the clients RFP 25-21 (to be attached as 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 Homeland Security Protective Service with written designation of the contact person and such person's contact information.
3. Record all unusual security related events via Homeland Security Protective Service's reporting system.
4. Respond upon request of Client or Client's employee to any security related event.
5. Employees of Homeland Security Protective Service will be dressed in approved uniform and shall carry such equipment as shall be deemed reasonably necessary for the effective discharge of inmate transportation and related services to be provided.

6. PRICING

Pricing to be all inclusive to transport inmate to and from destination.

No.	Description	Price
8.1.1	Transport Inmate(s) to Missouri Detention Center	\$ 31.97 per officer per hour
8.1.2	Layover Charge for Missouri Detention Center	\$ 31.97per officer per hour
8.1.3	Cancellation Charge	\$ 31.97 per officer per hour-Minimum 2 hours
8.1.4	Gasoline Surcharge if price of fuel goes over \$3.75 per gallon	\$.02 per mile
8.1.5	Fuel Surcharges for every \$0.25 increase thereafter	\$.02 per mile

Respondent Name: Homeland Security Protective Service	
Address: 287 East US Highway 69	City and State: Kansas City, MO 64119
Point of Contact: Roger Brough/Shane O'Roark	
Title: Sales & Marketing Agent/Owner	Telephone Number: 816-682-8249 816-802-8020
Email Address: rogerbroughkc@gmail.com soroark@homelandsecuritykc.us	

CLIENT:

By X 

Name:

*Ed Cistriger
Jackson County MO*

HOMELAND SECURITY PROTECTIVE SERVICE:

By

Agent Alan M. Hanna for Michael Shane O'Rourke

Name: **Homeland Security Protective Service, Inc.,**

Exhibit "B"

Scope of Services

3.0 SCOPE OF SERVICES

(reprinted from RFP Proposal 25-21 submitted 5-21-2021)

3.1 General:

3.1.1 Jackson County Sheriff's Office Detention Center requires Inmate Transport and Security Services to transport Inmates to and from: 3.1.1.1 Detention Center facilities on an "as needed" basis.

3.1.1.2 Security of inmates admitted to hospital on an "as needed" basis. The Successful Respondent would provide security during the hospital admittance.

Response: Homeland Security Protective Service agrees to staff on an as needed basis the vehicles & personnel to provide the required transport services.

3.1.2 Inmates to be secured during transport with restraints; and armed escorts are required.

Response: Homeland Security Protective Service employs the proper training & hiring techniques to provide this service.

3.1.3 There will be no sub-contracting allowed on this Contract without the express written permission of the County.

Response: Homeland Security Protective Service does not sub-contract work for clients.

3.1.4 The Successful Respondent shall be authorized to obtain emergency and urgent medical care for an inmate with the provision that the Detention Center is notified promptly of the occurrence and the need for medical care. The Detention Center will be responsible for the cost of such medical care when it is deemed medically necessary.

Response: Homeland Security Protective Service agrees to follow this procedure.

3.1.5 In the event of delay, whether or not beyond the Successful Respondent's control including inclement weather or mechanical malfunctions, the Successful Respondent shall provide for all inmate costs, except for those in Section 3.1.4, related to delays including food and lodging.

Response: Homeland Security Protective Service agrees to this stipulation.

3.1.6 If the Successful Respondent cannot perform the authorized inmate transport, for whatever reason, shall notify the Detention Center promptly so that other transportation arrangements can be made.

Response: Homeland Security Protective Service agrees to this stipulation.

3.1.7 The Detention Center shall have the right to cancel an inmate transport with reasonable notice to the Successful Respondent. If the Successful Respondent is in route with the cancellation is received, the Successful Respondent may request a reasonable cancellation charge.

Response: Homeland Security Protective Service agrees to this stipulation.

3.1.8 The Successful Respondent shall obtain any and all legal documents, discharge paperwork and inmate property, including medications, if any, if any inmate form the court, medical appointment and/or hospital and return such documentation and property with the inmate to the Detention Center.

Response: Homeland Security Protective Service agrees to this stipulation.

3.1.9 Purchase Orders:

3.1.9.1 If awarded a Contract as a result of this Request for Proposal, the Successful Respondent must have a hard copy of a Purchase Order issued by the Jackson County, Missouri

Purchasing Department BEFORE providing any goods or services. Any services performed that are not covered by a Purchase Order will be at the Successful Respondent's risk and expense.

3.1.9.2 Failure to adhere to this policy will result in the immediate termination of the Contract.

3.1.9.3 Blanket Purchase Orders will be issued for a stated dollar amount and will terminate when the dollar amount shown has been used, the end of the County's fiscal year or when the Contract expires, whichever is earlier.

3.1.9.4 Digitally Transmitted Purchase Orders: It is the intent of the County to email all Purchase Orders on this Contract. Respondent shall supply a valid email address for ordering purposes.

Response: Homeland Security Protective Service agrees to this stipulation.

3.1.10 Invoices and Payments:

3.1.10.1 The Successful Respondent will submit an itemized invoice every thirty days to include the Purchase Order Number and Detail of the Transportation and Security Services provided.

3.1.10.2 Payments will be made every thirty days upon receipt of invoice.

Response: Homeland Security Protective Service agrees to this stipulation.

3.2 Communications:

3.2.1 The Detention Center will contact the Successful Respondent to request transport with the date and time of services required, location of pick up and drop off, and the name of inmates to be transported.

3.2.1.1 The Detention Center will contact the Successful Respondent at a minimum of eight hours in advance prior to requirement of security on hospital admittance.

3.2.2 The Successful Respondent shall notify the Detention Center promptly if any of the following situations occur during transport:

3.2.2.1 A medical condition of an inmate requiring emergency medical treatment;

3.2.2.2 Any escape or attempted escape of an inmate or other breach of security;

3.2.2.3 A significant delay in the agreed upon time schedule or in the delivery of an inmate to the specified destination point.

Response: Homeland Security Protective Service agrees to this stipulation.

3.3 The Successful Respondent's Personnel shall perform their responsibilities for the security and transport of inmates in accordance with the Detention Center's policies. The Successful Respondent's security policies may be more restrictive than the Detention Center by may not be less restrictive. The Successful Respondent personnel shall meet the following requirements:

3.3.1 Have no convictions for felony offense, or any sex, drug related or domestic violence offenses;

3.3.2 Must possess a valid driver's license;

3.3.3 Have received training commensurate with Federal and Missouri requirements for safe and secure transportation of inmates in custody;

3.3.4 Must pass a background check conducted by the Detention Center.

Response: Homeland Security Protective Service agrees to this stipulation.

3.4 The Successful Respondent's Vehicle Fleet:

3.4.1 Two vehicles per day five days a week and one additional vehicle one day per week.

Response: Homeland Security Protective Service agrees to this stipulation.

3.5 Permanent Hiring of Personnel:

3.5.1 There may be times the Successful Respondent's personnel are an exceptional match for the position(s) they are filling. The County, after the initial twelve-month contract is fulfilled, may exercise the right to permanently hire the personnel from the Successful Respondent without

penalty. For the duration of the initial twelve-month period, both the county and the Successful Respondent agree to an employment non-solicit agreement for their respective personnel.

Response: Homeland Security Protective Service agrees to this stipulation.