

AGREEMENT FOR CONFINEMENT OF PRISONERS

This agreement is made and entered into on March 23, 2018, by and Between Johnson County, Missouri by and through the Johnson County Sheriff's Office, a Missouri public entity (hereinafter referred to as "Facility"), and City of Lee's Summit, Missouri (hereinafter referred to as "Agency").

- I. SERVICES PROVIDED: Facility shall provide detention and transportation services (as provided in Paragraph 4 herein), food, clothing, shelter and other usual services for inmates of Agency (hereinafter referred to as "Inmates") being confined at the Johnson County, Missouri Jail which is located at 278 SW 871 Road, Centerview, Missouri. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or governmental entity without the prior written consent of the "Agency".
 - a) **Guaranteed Housing:** The Facility agrees to guarantee the Agency a total of fifteen (15) beds per day for their prisoners. This does not prohibit the Facility from exceeding that amount provided there are vacant beds available at the time additional housing is requested by the Agency. If at any time the Facility is housing prisoners for the Agency in excess of the guaranteed fifteen prisoners, and it becomes necessary, due to other contractual commitments to other agencies or in an emergency situation, the Agency will be required to make arrangements to house their prisoners, over the guaranteed limit, at another facility or returned them back to the Agency for disposition.
 - b) **Quality of Care and Treatment:** Facility shall at all times treat and care for all inmates in a humane, appropriate and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions or administrative regulations of the State of Missouri or the United States of America.
 - c) **Licensing and Structures:** Facility shall maintain and ensure all necessary and appropriate licensing requirements, permits and building, fire, health and safety codes. Facility warrants to the Agency that the structure of the Facility meets or exceeds all applicable building codes and standards.
 - d) **Record Keeping:** Facility shall maintain accurate, timely and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents involving use of force, inmate injuries, grievance, complaints, claims or lawsuits lodged against Facility. The agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.

- e) **Training:** Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards, including training with regard to anti-discrimination policies (as provided in Paragraph 24 herein).
- f) **Pre-employment Screening and Background Checks:** Facility warrants to Agency that all of its employees or independent contractors who may come into contact with inmates or inmates property are and will continue to be properly screened, including appropriate background checks, in compliance with all requirements of state, local and federal law and consistent with industry standards, prior to their employment with Facility or interaction with Inmates referred to Facility by the Agency.
- g) **Notification:** Facility shall immediately notify Agency of any of the following events: the death of an Inmate, the emergency medical treatment of an Inmate, the escape of an Inmate, the filing of a claim, lawsuit or administrative action against the Facility with regard to its treatment of Inmates, or use of any force on or against an Inmate.
- h) **Release of Inmates:** Facility shall release Inmates only to the Agency. Facility shall not release Inmates into the general populace or to any other agency.
- i) **Resident Agent:** Facility shall designate a local agent for the acceptance of service in the State of Missouri.
- j) **Access to the Court System:** Facility shall ensure that all inmates referred by the Agency shall have access to the court system.

2) **Costs:**

- a) **Per Day Housing Rates:** In consideration of the services provided to the Agency under Paragraph 1 above, the Agency shall pay Facility a daily rate per Inmate of \$40.00 for males and a daily rate of \$40.00 for females, payable monthly, within thirty days of receipt of a monthly invoice for same. This per diem rate is subject to change by Facility upon providing Agency with not less than 90 days written notice of such change.
- b) **Transportation:** Facility shall be responsible for transporting prisoners from the Agency to the detention facility and other destinations (court, medical and dental treatment), as required. The cost associated with the transporting of prisoners will be a cost of Twenty Dollars (\$20.00) per trip, however, when

multiple prisoners from the contracted agency are transported, only one charge will be assessed for that trip.

3) Medical Needs:

- a) **In General:** All prisoners shall be provided an onsite health care professional for non emergency health care needs at no cost to the Agency. 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 the City's Detention Unit and notify the on-duty staff of the nature of the illness/injury. Emergency treatment may be authorized by the Facility; however the Agency is under no duty or obligation to accept responsibility for the associated cost. 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. Agency shall not be responsible for any costs associated with routine medicine, medical, or dental expenses while Prisoners are in Facility's care.

- b) **Emergency Care:** In the event of an emergency situation, ambulance service will be requested. Emergency care will be delivered at the closest appropriate medical facility. Ambulance service, emergency room costs and any testing while in the emergency room will not be covered by the Facility. When admissions to the hospital or transfer to another healthcare facility is required, prior authorization will be obtained from Agency by the Facility. In accordance with the revised Statutes of the State of Missouri, (221.120 RSMo), the cost of such emergency medical care shall be paid by the prisoner.

- c) **Records:** Facility shall maintain medical records with correctional records for any Inmate who received medical care from Facility.

- 4) **Transportation:** Facility shall provide transportation of the Inmates to and from the Agency as needed. Costs associated with transportation will be incurred pursuant to paragraph no. 2 of this Agreement.
 - a. The Facility will provide two pick-up or deliveries per day and those will be at 0800 hrs and 2000 hrs., unless an agreement is made between the Agency and the Facility. If additional pickup and deliveries are requested by the Agency, it is understood the \$20.00 trip charge will apply.

 - b. The Facility has the right 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(s) or the Facility's employees.

- c. Paperwork associated with the pickup and delivery of the Agency's prisoners **MUST** be received by the Facility by 0500 hrs for the morning transport and 1800 hrs for the evening transport. This is necessary to maintain consistency in the process.
 - d. Prisoners shall be picked up daily by Facility from the Agency's facility for transfer to the Facility. When transporting a single prisoner, Facility 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 kit 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 Facility may charge the Agency a total of twenty dollars (\$20.00) per round trip from the Facility's facility to pickup or deliver the prisoner back to Agency's facility or their respective courts. This twenty dollar (\$20.00) fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle.
- 5) **Inmate History:** Agency agrees to provide facility with all criminal history information necessary to ensure the proper classification of all inmates housed for the agency by the facility. This information shall include all arrest and convictions, escape attempts, disciplinary actions, assaults against other inmates, and or staff members, and any other information necessary to ensure the smooth and efficient operation of the facility.
- 6) **Reservation:** Facility reserves the right to refuse any Inmate from the Agency to admittance into the Facility that is not fit for confinement.
- 7) **No Third Party Beneficiary Enforcement:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and Facility, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the Agency and Facility that any entity, other than the Agency or Facility, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only. This Agreement is not intended to create any rights, liberty interest, nor entitlements in favor of any Inmates. The Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto. Inmates shall have only those entitlements created by Federal and State constitutions, statutes, regulations or case law.

- 8) **Term:** This Agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for three (3) successive one (1) year periods unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the end of the current term.
- 9) **Insurance:** Facility shall maintain general liability and motor vehicle insurance and any necessary correctional, professional or commercial vehicle liability riders in the minimum amount of one million (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) aggregate and shall furnish to the Agency proof of said liability coverage in a regular and commercially reasonable manner. Facility agrees to notify the Agency of any changes in said insurance coverage. Facility shall maintain workers compensation insurance or a certified self-insurance plan in the statutory minimum.
- 10) **Right of Inspection:** The Agency shall have the right to inspect at any reasonable time the correctional facility owned by Facility, which houses Inmates.
- 11) **Death of an Inmate:** In the event of the death of an Inmate, Facility shall immediately notify the Agency. Arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. The Agency shall assume full responsibility for said body upon its return to the Agency's jurisdiction. Facility shall also furnish the Agency with a certified copy of the death certificate for any Inmate who dies while in the custody of the Facility.
- 12) **Escapes:** In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the Agency and the local authorities. Facility shall take any necessary steps to assist in the apprehension of the escaped inmate. Facility shall bear any and all cost and/or charges as the result of the escape.
- 13) **Governing Law; Disputes:** Any disputes arising under this Agreement shall be governed under the laws of the State of Missouri and any such action brought to enforce any of the rights or obligations arising hereunder shall be submitted to a court of competent jurisdiction in Johnson County, Missouri.
- 14) **Agreement:** This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement and understandings are superseded hereby.
- 15) **Amendment:** This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

16) Notices: All notices provided under this Agreement shall be in writing and shall be served by mailing, hand delivering or facsimile transmission as follows.

If to the Agency:

Chief of Police
Travis Forbes
10 N.E. Tudor Rd.
Lee's Summit, Missouri 64086

If to the Facility:

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

Either party may change their notification address or facsimile number upon reasonable notification of such change given to the other party.

17) Independent Contractor Status: Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement, relationship or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement and contract documents incorporated by reference herein. Facility shall be solely responsible for the acts of Facility, its agents, employees and subcontractor. Facility shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Agency harmless with respect thereto.

18) Non-Exclusive Contract: Facility acknowledges that it does not have an exclusive contract with the Agency for the housing and care of Inmates in the custody of the Agency. Nothing in this Agreement shall be construed to create an exclusive relationship between the Agency and Facility for the care and confinement of Inmates.

19) Inmate Accounts: Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchases of personal items. Disbursements shall be made in limited amount as are reasonably necessary for such personal items. Facility shall be accountable to Agency for such Inmate

funds. Upon the Inmates' return to the Agency during normal business hours, the funds maintained in such account shall be returned with the Inmate to the Agency.

20) **Programs:** Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility programs as all other general population Inmates of Facility.

21) **Publicity:** Facility shall not be authorized to release personal or criminal history information or photographs of Inmates referred from the Agency or publicize personal or criminal history information to or on any media, or release information concerning their arrival or departure from the Facility.

22) **Indemnification:**

- a) **By Facility:** Facility shall indemnify and hold harmless Agency from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the provision of services contemplated by this Agreement and Facility shall, at the Agency's request, undertake in its name the defense of all actions arising from such occurrence while the Agency is a defendant; provided, however, that Facility shall not be required to indemnify the Agency for the Agency's violation of the terms of this Agreement with regard to Inmate history, as described in Paragraph 5 herein, or for the negligent act of omission of the Agency. Subject to the foregoing provision, Facility shall also pay all costs, damages, expenses and reasonable attorney fees incurred by the Agency in connection with any such claims and shall not settle any such claim against the Agency without the consent of the Agency which consent shall not be unreasonably withheld. In the event the Facility has the opportunity to settle a loss on the Agency's behalf, and the Agency withholds its consent to settle such loss (even if the consent to settle was not unreasonably withheld), then the obligation of the Facility shall not exceed the amount of the settlement offer as of the date of such refusal.
- b) **By Agency:** The Agency shall not hold harmless or indemnify Facility for any liability whatsoever except the fraud or gross neglect of Agency in falsifying or failing to provide accurate criminal information on an Inmate, which if accurately presented to the Facility would have caused Facility to reject such Inmate in accordance with Paragraph 5. Nothing in this Agreement shall be construed to limit Facility's liability to Agency; as such liability may exist by or under operation of law.

23) **Successors and Assigns:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators and successors. The parties' rights and obligations under this Agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Facility's obligations under the term of this Agreement shall survive assignment and may be absolved by the assignment to its obligations under this Agreement.

24) **Anti-Discrimination Requirements:** During the performance of this Agreement, Facility agrees as follows:

- a) Facility will not discriminate against any employee or applicant for employment based on race, religion, color, sex, disability, age, national origin or ancestry. Facility will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; the recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- b) Facility will in all solicitations or advertisements for employees placed by or on behalf of Facility, indicate that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin or ancestry.
- c) Facility will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial suppliers or raw materials.
- d) Facility shall ensure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- e) If Facility shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of contract and such Agreement may be terminated, canceled or suspended, in whole or in part, and Facility may be declared ineligible for any further Agency contracts for a period of one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section. Facility shall have no claims for damages against the Agency on account of such termination, cancellation or suspension or declaration of ineligibility.
- f) Facility shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of the Agreement, it has acted in a manner, which is in full compliance with all applicable sections of the Equal Employment Section of the Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended), Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Americans with Disability Act of 1990.
- g) Facility and Agency, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

Facility Name

Johnson County, Missouri
Sheriff's Office

03-20-2015
Date


Authorized Signature

Agency Name

City of Lee's Summit, Missouri

Authorized Signature

Date