

Johnson County Sheriff's Office

Sheriff  
Scott W. Munsterman

Major  
Aaron N. Brown

Captain  
Mike Hanes



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**AGREEMENT FOR DETENTION SERVICES**

This AGREEMENT is made by and between the City of Lee's Summit, Missouri (hereinafter called "City") and the County of Johnson (hereinafter called "Contractor").

WHEREAS, City requires services for the housing of City inmates and detainees ("prisoners or inmates") 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 City and the Contractor agree as follows:

**SECTION 1. Scope of Agreement.**

- (a) 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 City inmates and detainees being held who are pretrial or serving City time as imposed by a municipal court judge.
- (b) Contractor agrees to provide the following consistent with the current American Correctional Association standards: correctional officers, administrative and support service staff, housing, food and facilities for the City's inmate and detainees, including, but not limited to providing a bed, tables, chairs, clothing, food, and other related facilities.
- (c) Contractor shall at all times treat and care for all City inmates and detainees and City arrestees and detainees placed with the Contractor in a humane, appropriate, and professional manner in compliance with all requirements

Johnson County Sheriff's Office

Sheriff  
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of state, local and federal law and consistent with applicable 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 City of Lee's Summit, Missouri, State of Missouri or the United States of America.

- (d) Contractor shall ensure that persons confined in the Facility have adequate clothing, food, and bedding. Deprivation of adequate clothing, food, or bedding shall not be used as a disciplinary action against any confined person.

**Section 2. The-Facilities.** The Detention Facility ("Facility" or "Facilities") is located at 278 S.W. 871 Road, Centerview, MO 64019. All Facilities shall meet the following requirements:

- (a) Facility must be secured for the prevention of escape and confinement of prisoners at all times.
- (b) The Facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).
- (c) The Facility shall meet the requirements of the ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

**Section 3. Operation of Facilities.** All Facilities must be operated in accordance with the following requirements:

- (a) **Federal, State and ACA Standards.** All Contractor's operations shall comply with all Federal, State, and Local laws, and ACA (American Correctional

Johnson County Sheriff's Office

Sheriff  
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Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be available for review by the City.

- i. Contractor shall specifically comply with Section 221.050, RSMo which provides, "Persons confined in jails shall be separated and confined according to sex. Persons confined under civil process or for civil causes shall be kept separate from criminals. Nothing in this section shall be construed to prohibit the housing of persons on probation or parole with offenders or persons being held on criminal charges."
- (b) **Contractor's Employees.** Contractor shall conduct background checks of all employees. Contractor shall not allow employees with prior felony convictions to have direct contact with or supervision of City prisoners.
- (c) **Programs.** Programs, activities and services shall be provided equally to male and female prisoners.
- (d) **Isolation Units.** The City agrees it will contact Contractor in advance if City is sending a prisoner who will require segregation or isolation to determine if space is available for that prisoner.
- (e) **Transportation.**
  - (1) **In General.** City shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, non-emergency medical, and dental treatment), as required.
  - (2) **Optional Transportation Service.**

Johnson County Sheriff's Office

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- a. **Basic Service.** In Contractor's sole discretion, Contractor may elect to offer transportation services during the term of the Contract.
1. The cost associated with the transporting of prisoners will be a cost of twenty dollars (**\$20.00**) per round trip, however, when multiple prisoners from the City are transported, only one charge will be assessed for that trip. If the City 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 twenty dollars (**\$20.00**) will be assessed for that trip.
  2. The Contractor may charge the City 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 the City's Facility or their respective Courts. The twenty-dollar (\$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.
- b. **Additional Pickups.** If the Contractor offers transportation services during the term of the Contract, the Contractor and City will agree to times and schedule. If additional pickup and deliveries are requested by the City, it is understood the twenty-dollar (**\$20.00**) round trip charge will apply.
- c. **Cancellation.** If the Contractor provides optional

Johnson County Sheriff's Office

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

- d. **Documentation.** Documentation associated with the pickup and delivery of the City prisoners **MUST** be received by the Contractor by the time designated by the Contractor which will be set by agreement between the Parties.
- e. **Male and Female Passengers.** 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.
- f. **Minimum Equipment.**
  - 1. 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).
  - 2. The transport vehicles must be equipped with working heat and air conditioning in the prisoner compartment.

## **Section 5. Prisoner Health Care.**

(a) **In general.** All prisoners shall be provided onsite health care professional

## Johnson County Sheriff's Office

Sheriff  
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care and prescriptions for non- emergency health care needs at no cost to City and all City prisoners shall receive the same onsite health care professional care and prescriptions for non- emergency health care and prescriptions as prisoners from Johnson City, Missouri.

- (b) **Emergencies.** Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Transportation will be arranged through the Contractor. Anytime a prisoner is taken for medical treatment, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. If City does not accept responsibility for the associated cost of the prisoner's emergency treatment, Contractor may return prisoner to City immediately so that City will house the prisoner.
- (c) **Hospital Admission.** If a prisoner is admitted into a medical facility or transported to another medical facility, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. If elected, the City shall respond to the medical facility within two (2) hours and take custody of the prisoner. If the City designates not to respond, the cost associated to the City is thirty dollars (**\$30.00**) per employee, per hour, as the Contractor remains with the prisoner.
- (d) **Prisoner Solely Responsible for Medical Costs.** Prisoners are personally responsible for any routine medicine, medical or dental expenses, in accordance with the revised Statues of the State of Missouri, (221.120 RSMO).
- (e) **Medications.** Contractor shall provide routine medications to Prisoners at

## Johnson County Sheriff's Office

Sheriff  
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Mike Hanes



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no cost to the City in accordance with Contractor's policies for prisoners from Johnson City, Missouri. Contractor does not purchase more than seven (7) days medication at a time.

- (f) **Refusal of Certain Prisoners.** The City 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.

### **Section 6. Release of Prisoners.**

- (a) **In General.** All prisoners are to be released through the City and no City prisoner shall be released in Centerview. When a prisoner has reached the day prior to his/her scheduled release date or earlier if ordered by the City, City will transport him/her to the City's designated Place in Lee's Summit, Missouri. Prisoners who have had their fine or bond posted will also be transported back to the City's designated Place for release by the City.
- (b) **Prisoner's Release Date and Jake's Law.** Whenever a Prisoner has reached his or her release date, the Prisoner will, without exception be returned to the City's designated Place. City is responsible for the transportation of the Prisoner. This procedure will be followed regardless of any warrant that is outstanding from another agency. The Prisoner will be taken back to the City's designated Place and will be released to the City. City is responsible for compliance with Jake's Law. It is the City's

Johnson County Sheriff's Office

Sheriff  
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Captain  
Mike Hanes



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responsibility to contact the Agency which has the outstanding warrant for the subject.

**Section 7. Reports.** Contractor shall provide the following reports, in writing:

(a) **Incidents.** Any Incidents involving any City prisoner, whether as victim or suspect, Contractor shall immediately report the incident to the City. 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 result in loss of prisoner privileges.

(b) **Housing and Medical Reports.** A detailed report for housing, medical services, dental and medicine will be submitted to the City or their 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.

**Section 8. Visits.**

- (a) City 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.
- (b) Contractor shall allow City inmates to have visitation from outside persons in accordance with Contractor's visitation policies and through the methodologies used by Contractor for visitation for Johnson City, Missouri inmates.



Johnson County Sheriff's Office

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**SECTION 9. Compensation.**

- (a) **Minimum Number of Beds.** Contractor provides no guarantee to the City the availability of a certain number of beds per day in Contractor's Facility. City shall pay the Contractor sixty dollars (**\$60.00**) per bed per day.
- (b) **Additional Beds.** If City needs additional beds for prisoners, Contractor shall provide City additional beds if Contractor has additional beds. The decision of whether there are additional available beds shall be made by the Contractor's Jail Administrator. City shall pay Contractor an additional sixty dollars (**\$60.00**) per day per bed. If Contractor needs the additional bed back from the City, the City must return the additional bed(s) within one day except on holidays and the weekends.
- (c) **Additional Services.** The fee of sixty dollars (\$60.00) only pertains to the housing of the prisoners and does not include the Contractor's optional transportation fees associated with the transporting of the prisoners to the required locations such as to and from the City designated Place, Contractor's facility, and Court or any other additional services agreed upon by the City and Contractor.
- (d) **Return of Prisoners.** The Contractor may refuse to house, or order the return a housed inmate back to the City's designated Place due to safety or medical issues which require additional services that the Contractor cannot provide. City shall be responsible for the transport of the inmate back to the City's designated Place.
- (e) **Payment.** Contractor shall submit a monthly invoice to the City for services provided in the previous month. City shall pay the Contractor within 30 days of receipt of the actual invoice.

**Johnson County Sheriff's Office**

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**Major  
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**Captain  
Mike Hanes**



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**SECTION 10. Modification of the Contract.**

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, City 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 or contract amendment.

**SECTION 11. Indemnification.**

- (a) 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, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.
- (b) The Contractor agrees to indemnify and hold harmless the City and the Lee's Summit Police Department, their 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.
- (c) Contractor shall indemnify City and Lee's Summit Police Department against legal liability for damages arising out of claims by Contractor's employees.
- (d) Contractor shall have no obligation to defend, indemnify, or hold harmless

**Johnson County Sheriff's Office**

**Sheriff  
Scott W. Munsterman**

**Major  
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**Captain  
Mike Hanes**



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the City or Lee's Summit Police Department or any City or Lee's Summit Police Department officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a City or Lee's Summit Police Department official or employee.

**SECTION 12. Insurance.**

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 \$3,000,000 for each occurrence and \$3,000,000 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 City and Lee's Summit Police Department certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the City and Lee's Summit Police Department. All subcontractors shall be required to include City and Lee's Summit Police Department and Contractor as additional insured on their General

Johnson County Sheriff's Office

Sheriff  
Scott W. Munsterman

Major  
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Captain  
Mike Hanes



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Liability insurance policies, and shall be required to indemnify City and Lee's Summit Police Department and Contractor to the same extent. All certificates of insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsement to:

City of Lee's Summit  
Attn: Procurement and Contract Services  
220 S.E. Green Street  
Lee's Summit, MO 64063-2358

**SECTION 13. Termination.**

- (a) **Termination for Convenience.** City may terminate or suspend performance of this Agreement at City 's convenience upon sixty (60) days' written notice to Contractor. If termination or suspension is for the City 's convenience, City shall pay Contractor for all the services performed until the date of the termination by City. Upon restart, and equitable adjustment shall be made to Contractor's compensation.
- (b) **Termination for Cause.** 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.
- (c) **Termination for Lack of Funding.** In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.
- (d) **Force Majeure Termination.** If, as a result of any natural disaster,

**Johnson County Sheriff's Office**

**Sheriff  
Scott W. Munsterman**

**Major  
Aaron N. Brown**

**Captain  
Mike Hanes**



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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 14. Waiver**

A waiver by either City 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 15. Severability.**

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 16. Binding Agreement.**

City and Contractor each bind 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

Johnson County Sheriff's Office

Sheriff  
Scott W. Munsterman

Major  
Aaron N. Brown

Captain  
Mike Hanes



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respect to all provisions of this Agreement.

**SECTION 17. Assignment.**

Neither City 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 18. Third Party Beneficiary.**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Lee's Summit Police Department, and Contractor.

**SECTION 19. Independent Contractor.**

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 20. Right to Audit.**

The Parties shall maintain all records in accordance with all State of Missouri Records Retention Requirements. Contractor agrees that Lee's Summit Police Department and the City, or their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement have

Johnson County Sheriff's Office

Sheriff  
Scott W. Munsterman

Major  
Aaron N. Brown

Captain  
Mike Hanes



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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 21. Term of Contract.**

- (a) **Initial 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 a successive one (1) year period 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.

**SECTION 22. Discrimination.**

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, 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

**Johnson County Sheriff's Office**

**Sheriff  
Scott W. Munsterman**

**Major  
Aaron N. Brown**

**Captain  
Mike Hanes**



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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 solicitations 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.



**Johnson County Sheriff's Office**

**Sheriff  
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Mike Hanes**



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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 City 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 City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**SECTION 23. Governing Law.**

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

**SECTION 24. Notice**

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

**CONTRACTOR:**

Sheriff Scott Munsterman  
Johnson City Sheriff's Office 278  
SW 871 RD  
Centerview, MO 64019

**Johnson County Sheriff's Office**

**Sheriff  
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Mike Hanes**



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**CITY OF LEE'S SUMMIT:**

Chief of Police  
10 NE Tudor Rd.  
Lee's Summit, MO 64086

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

**SECTION 25. Additional Projects**

City 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 26. Disputes**

This Agreement represents the entire agreement between City 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 if the Parties cannot reach an agreement after escalating the dispute through their chain of command. 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.

## Johnson County Sheriff's Office

Sheriff  
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### **SECTION 27. Survival of Certain Sections**

The following Sections shall survive the expiration or termination of this Agreement for any reason: (3, 9, 11, 14, 15, 17, 19, 20, 26 and 27).

### **SECTION 28. Employee Eligibility Verification.**

Contractor shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

### **SECTION 29. City 's Financial Obligation.**

City shall order all services to be provided by Contractor under this Agreement by means of a Purchase Order issued by the City 's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City

Johnson County Sheriff's Office

Sheriff  
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Captain  
Mike Hanes



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shall not have any financial obligations to Contractor under this Agreement until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City. Each Purchase Order that City issues to Contractor incorporates this Contract by reference even if the Purchase Order does not incorporate this Contract by reference.

**SECTION. 30. Meetings.**

- (a) **Kickoff Meeting:** In order to have a smooth transition for Contractor providing services, the City and Contractor shall have a kickoff meeting in person at a time agreed by the Parties that includes the personnel from the City and Contractor who will be implementing and performing the services in the Contract for the City and the Contractor. The meeting shall be at the Facility.
- (b) **Meetings 1<sup>st</sup> 90 Days of the Contract.** The City and Contractor shall meet bi-weekly during the first ninety days of the Contract. The meetings will be at the Facility unless the Parties agree to a teleconference meeting.
- (c) **Regular Meetings.** After the first ninety days of the Contract, City and Contractor shall meet regularly to communicate on operations and any issues.

**SECTION 31. Reports.**

Contractor shall provide City regular reports in such time intervals and on such items as the Parties agree.

**SECTION 32. Misuse of Prison Labor.**

Contractor shall not misuse prison labor.

Johnson County Sheriff's Office

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**SECTION 33. DEATH OF AN INMATE.**

In the event of the death of an inmate, Contractor shall immediately notify the City. Arrangements shall be made by Contractor to transport the body to the coroner of the local jurisdiction. Contractor will provide the City with the opportunity to view any investigative reports or video related to the event. Contractor shall also furnish the City with a certified copy of the death certificate for any inmate who dies while in the custody of the Contractor.

IN WITNESS WHEREOF, City of Lee's Summit and Contractor, by and through their authorized officers, have made and executed this Agreement.

CITY OF LEE'S SUMMIT

COUNTY OF JOHNSON

By: \_\_\_\_\_

By: Scott Munsterman

Mayor William A. Baird

Title: Sheriff Scott Munsterman

Date: \_\_\_\_\_

Date: 01-11-2024

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Johnson County Sheriff's Office**

**Sheriff  
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APPROVED AS TO FORM:

/s/ Beth Murano

Beth Murano, Chief Counsel of Public Safety