

SIGNAL 88 SECURITY - SERVICES AGREEMENT

Appendix Item # 18

DODGE COUNTY PRISONER TRANSPORT

Date 11-23-16

TERMS AND CONDITIONS

1. **Services to Be Performed.** The Term "Contractor" shall mean JDS Security DBA as Signal 88 Security Fremont a Nebraska Limited Liability Company, throughout this document. The Term "Customer" shall mean Dodge County, Nebraska, a political subdivision in the State of Nebraska. The Contractor shall furnish the following service, subject to the terms and conditions herein.
 - a. The Contractor shall provide community-based prisoner transportation. Contractor shall perform prisoner movements of Dodge County prisoners from the jail to the courtroom located at 428 North Broad Street, Fremont, Dodge County Nebraska.
 - b. Contractor shall provide two dedicated transport service officers, which shall consist of having two certified jailer's or certified law enforcement officer's.
 - c. The hours the Contractor will provide the service and as agreed upon by the Customer are:

Monday: 0800 to 1200 (4 hrs)

Tuesday: 0800 to 1630 (8.5 hrs)

Thursday: 0800 to 1200 (4 hrs)
 - d. Contractor will work between 33 and 36 hours per week depending upon the prisoner's schedule for court. Other work days can be added to help fill the court schedule which will reflect a change in monthly overall cost.
 - e. Dodge County Court and District Court shall give a minimum of a 24-hour notice to the Contractor should a court case be added or canceled to allow the Contractor to properly staff the court case. If 24-hour notice is not given the pay rate per hour will increase to 1.5 X and a 4-hour minimum charge will be accrued.

f. Cost of Service Table

Jail Certified or Law Enforcement Officers	Monthly Hrs worked	Hourly Rate Per Officer	Monthly Cost	Yearly Cost
2 Officers	132	\$27.25	\$3,597,00	\$43,164.00

- g. The Contractor shall receive all prisoners from the Dodge County Jail Staff to be moved to the courtroom:
 1. All prisoners shall be in leg irons and belly chains for transportation unless otherwise ordered by a Judge.

2. One armed officer shall be stationed in the Courtroom to oversee transported prisoners at all times and the second officer shall move fully secured prisoners from the jail to the Courtroom and back to the jail at the conclusion of the Courtroom proceedings.
3. In the event County Court proceedings and District Court proceedings occur at the same time and both involve prisoner movements, it is hereby mutually agreed that the Contractor shall do its best to accommodate both Judges while maintaining the above requirements.
4. Transport officers shall report any unusual incidents, hazardous conditions, or problems with prisoner movements as soon as possible to such persons as may be designated by the County of Dodge County.
5. Each transportation officer shall generate a written report covering all unusual incidents, hazardous conditions, or problems with prisoner movements by the conclusion of their shift should any arise, and that report shall be turned over to the Contractor's designated manager. Items pertaining to safety shall be turned over to the Dodge County Board for review. All emergencies shall be reported without delay.
6. The Contractor shall be responsible for the direct supervision of the transport officers through its designated representative.

h. All activity reports will be kept on file with Contractor for at least three years, but may thereafter be destroyed. Customer may request copies of such reports at any time before the expiration of such period and may arrange the delivery of such reports, at Customer's sole cost and expense.

2. Security Standards. Contractor agrees that the services covered by this Agreement shall be performed in accordance with generally accepted jail standard practices within the State of Nebraska for jurisdictions similar to Dodge and Saunders County, Nebraska.
3. Employed Transport Officers: Contractor's selection process focuses on candidates that are jail certified, law enforcement officers, military, ex-military, prospects in college and aspiring police officers. Each person hired will be trained and become a jail certified officer before moving any prisoner alone.
4. Management: Contractor shall be responsible for overseeing operations, hiring, training, recruiting and retaining employees who have no felony or violent misdemeanors in their criminal history.
5. Appearance: Contractor shall provide a uniformed transport officer who looks professional and has a professional demeanor towards officers and prisoners.
6. Duties of Customer. In support of the services to be provided under this Agreement, Customer shall, at its expense, make adequate provisions for the following: (i) advising Contractor of any and all hazards at the location(s) and dangerous activities being conducted at the location(s); (ii) maintaining the location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) provide internet access for computer based operations.
7. Payment. For the services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit

payment in full for each invoice within fifteen (15) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of one and one-half percent per month, or the highest rate allowed by law, whichever is less. If Contractor is forced to pursue additional actions, such as collections, to obtain payment the charges associated with such actions are the responsibility of the Customer.

8. Cost of Service, Price Changes and Fuel Surcharges. The cost of the contractual services shall be \$3,597.00 monthly with a 3% yearly increase to be enacted starting on January 1st of each calendar year commencing in 2018.
9. Term. The term of this Agreement shall commence on the effective date of _____, 2016 and shall continue through December 31, 2020.
10. Termination, Remedies.
 - a. This Agreement may be terminated by Customer in the event of a material breach or a failure by the Contractor to comply with any material condition of this Agreement, but only after the Customer has provided written notice of such breach to the Contractor and the Contractor fails to fix the specific item(s) alleged to breach the contract. The Contractor shall have forty-five (45) days to cure the breach of contract.
 - b. Contractor may terminate this Agreement for any reason upon giving ninety (90) days' notice in writing to Customer. The Customer can terminate this agreement for any reason upon giving a (90) day notice and a one month paid salary severance.
 - c. In the event that Customer (i) should breach Section 8 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.
11. Insurance.
 - a. Contractor shall maintain at all times during the term of this Agreement professional liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the State of Nebraska, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
 - b. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or

Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.

- c. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
- d. All of a party's policies of insurance described in Section 12 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.

12. Cooperation in the Event of a Claim. In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident; the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.
13. Indemnification. Customer shall defend, indemnify and hold harmless Contractor (including its shareholders, directors, officers, agents, and employees) from and against all claims, liabilities, losses, judgments, costs, damages, expenses and attorney's fees in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which Contractor is, was, or at any time becomes a party or is threatened to be made a party, due to: (i) the acts or omissions of Customer while fulfilling its duties under this Agreement; (ii) Contractor performing the Services requested by Customer hereunder; and (iii) any injury or damage to Contractor's personnel or property and the personnel and property of any of Contractor's franchisees while such are at Customer's facility or while such are performing Services for Customer.
14. Limitation of Liability. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CONTRACTOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OR CLAIM, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
15. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, or employee or agent of any of Contractor; or (ii) any person who acted as an employee, agent, or employee or agent of any of Contractor within the prior year.
16. Confidentiality. The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the

compensation paid to Contractor hereunder (collectively, "Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which: (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 14 shall survive for a period of five (5) years from the expiration or termination of this Agreement.

17. Representations and Warranties. Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action. CUSTOMER FURTHER ACKNOWLEDGES THAT CONTRACTOR HAS NOT PROVIDED CUSTOMER WITH ANY EXPRESS OR IMPLIED WARRANTIES (UNLESS SPECIFICALLY STATED IN THE AGREEMENT) RELATING TO THE SERVICES PERFORMED IN THIS AGREEMENT.
18. Entire Agreement. This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.
19. Modification of Agreement. Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
20. No Waiver. Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving party to be effective.
21. Independent Contractors. The parties acknowledge that Contractor, its employees and subcontractors and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or their employees to be agents or employees of the Customer.
22. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
23. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Saunders County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
24. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the

remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

25. Notices. Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
27. Survival. Sections 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
28. Force Majeure. No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
29. Assignment. Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
30. Headings. The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

AGREEMENT

By signing this contract, you are agreeing to the terms herein, and promise to remit payment based upon the above listed terms.

Dodge County Signer Block

I, Bob Missel, chairman for the Dodge County Board of Supervisors, State of Nebraska, have read and agree to the aforementioned terms and contract details.

Bob Missel, Chairman

Date

Signal 88 Security Managers Signer Block

I, Jodi Wimer, Owner of JDS Security DBA Signal 88 Security Fremont, LLC, a Nebraska Limited Liability Company, have read and agree to the aforementioned terms and contract details.

Jodi Wimer, Owner

Date