

## **SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (“Agreement”), effective as of May 1, 2026 (the “Effective Date”), is by and between Board of County Commissioners of Johnson County, Kansas, a body corporate and political subdivision of the State of Kansas, through its Department of Corrections; and, the Sheriff of Johnson County, Kansas (together, the “County”); and Security Transport Services, Inc, a Kansas corporation (“Contractor”) (collectively, the “Parties”).

### **RECITALS**

**A.** County solicited formal sealed bids for **Invitation for Bid No. 2026-014** (“IFB”) from firms qualified to provide the County with certain professional services as stated in the IFB (“Services”).

**B.** In response to County’s solicitation, Contractor submitted a sealed bid to provide the desired and requested services.

**C.** The Board of County Commissioners has authorized this Agreement’s execution on April 9, 2026.

**D.** County and Contractor hereby agree to accept the terms and conditions of this Agreement.

### **AGREEMENT**

In consideration of the mutual covenants contained herein, the Recitals, incorporated in and made a part of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **SECTION 1. PURPOSE AND SCOPE**

**1.1** The Services to be provided by Contractor shall be governed by the terms and conditions of this Agreement, the IFB and any exhibits attached hereto, and, unless otherwise provided for, the respective terms, conditions, specifications and representations contained within the documents enumerated hereinbelow, which are incorporated herein by reference, and which together with the terms and conditions of this Agreement, and any exhibits attached hereto, comprise the Contract Documents:

**A.** Exhibit A – **Invitation for Bid No. 2026-014**,

**B.** Exhibit B - Contractor’s Bid duly submitted in response to the IFB, and

**1.2** Contractor shall perform and fulfill, to the satisfaction and acceptance of the County, those services and requirements described under Section 4 (Scope Of Services) of the IFB, and consistent with the representations contained in Contractor’s Response and price schedule (collectively hereinafter "basic services"); provided, however, nothing herein shall preclude Contractor from providing the County, upon request, with optional or additional services relative to, and in connection with, the purpose of this Agreement.

**1.3** Any ambiguity, inconsistency, or conflict arising in the interpretation of the Agreement documents listed above shall be resolved by reference first to the terms and conditions of this Agreement, which shall take precedence over and above any conflicting conditions, and then by reference in sequence to the provisions and representations contained in the documents referenced in subsection 1.1.

**1.4** The Contractor warrants all services provided pursuant to this Agreement will be provided in a timely and professional manner and according to the provisions of this Agreement and industry best practices.

## **SECTION 2. TERM AND TERMINATION**

**2.1** **Term.** This Agreement is effective as of final execution (“effective date”). The term of this Agreement for a one (1) year period and may be renewed for four (4) additional periods of one (1) year each, on terms and conditions mutually agreed upon by both Parties.

**2.2** **Termination.** The Parties agree the following shall prevail with respect to termination of this Agreement:

**A. For cause.** In the event of material breach of the contractual obligations by the Contractor, the County may terminate the Agreement. At its sole discretion, the County may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. Unless otherwise provided for in writing, the actual cure must be completed within no more than 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.

If the Contractor fails to cure the breach or if circumstances demand immediate action, the County may issue a notice of cancellations terminating the contract immediately. If the County cancels the contract for breach, the County reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the Agreement from other sources and upon such terms and in such manner as the County deems appropriate and back charge the contractor for any additional costs incurred thereby.

**B. For lack of funds.** Should, for whatever reason, adequate funding not be made available to the County to support or justify continuation of the level of services to be provided by the Contractor under this Agreement, the County may terminate or reduce the amount of service to be provided by the Contractors under this Agreement. In such event, the County shall notify the Contractor in writing at least 15 days in advance of such termination or reduction of services for lack of funds, in which case, the Contractor shall be reimbursed for all costs and expenses incurred prior to the date of such notice.

**C. For convenience.** The County reserves the right to terminate this Agreement, at any time, for the convenience of the County, without penalty or recourse, by giving the Contractor written notice of such termination 30 calendar days prior to termination. The Contractor shall be entitled to just and equitable compensation for services satisfactorily performed by the Contractor through the date of termination specified by the County.

### SECTION 3. COMPENSATION

**3.1 Contract Amount; No Guarantee Minimum.** Contractor understands and acknowledges that this Agreement is a term and supply contract for the provision of scheduled prisoner transport services in the amounts and at the rates set forth in Contractor's Response and price schedule. Those amounts, together, shall not exceed \$700,000 every year. Further, Contractor understands and acknowledges that there is no guarantee minimum of quantity of services that would be purchased or required by County from Contractor under this Agreement. The Parties agree that County's obligations under this Agreement are contingent upon the availability of funding and appropriation by County. Payments shall be made within 30 days of County receipt of invoices from the Contractor documenting the services and deliverables rendered and deemed acceptable to the County.

**3.2 Optional or Additional Services.** Should the Contractor be requested to provide optional or additional services for the County relative to, and in connection with, this Agreement, the Contractor shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates as may be mutually agreed to by the Parties hereto.

### SECTION 4. GENERAL TERMS

**4.1 Ability to Perform.** Contractor warrants that there is no action, suit, proceeding, inquiry, or investigation at law or equity, before or by a court, governmental agency, public Board or body, pending or threatened, to the best of Contractor's knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of Contractor's obligations, diminish Contractor's obligations, or diminish Contractor's financial ability to perform the terms of this Agreement. During the term of this Agreement, if any of these events occur, Contractor must immediately notify, in writing, the County of the same.

**4.2 Acceptance of Agreement.** This Agreement shall not be considered effective until all required County approvals and certifications have been given as defined by County policy.

**4.3 Amendments.** This Agreement may be amended by supplemental writing signed by both Parties.

**4.4 Anti-Discrimination.** The Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.), the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) ("ADA"), as amended, including standards and regulations adopted pursuant to the ADA by the Department of Justice and other federal regulatory agencies, and all other federal, state, and local laws prohibiting discrimination, and to not discriminate against any person because of race, color, national origin, ancestry, religion (or no religion), creed, sex or gender, sexual orientation, gender identity or expression, pregnancy, age, disability, genetic information, military service, or veteran status in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer"; (c) to comply with the reporting

requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor or its subcontractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined by the County or by a state or federal agency or a court of appropriate jurisdiction that the Contractor or its subcontractor has violated applicable provisions of the ADA or its corresponding regulations or agency standards, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

This paragraph (with the exception of those terms relating to the ADA) is not applicable to a Contractor who employs fewer than four (4) employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

**4.5 Arbitration, Damages, & Jury Trial.** No interpretation of this Agreement shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. No interpretation of the Terms or Agreement shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder.

**4.6 Assignment.** Contractor shall not assign, convey, sublet, transfer, or otherwise dispose of this Agreement or any of its rights and obligations hereunder, without the prior written consent of the County. In no event shall such consent relieve the Contractor from its obligations under the terms of this Agreement. The Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County. The County may withhold consent if it deems the assignment will negatively impact its business and may terminate this Agreement for convenience.

**4.7 Authority to Execute.** Each of the undersigned persons warrants they are authorized to execute this Agreement on behalf of the respective party and they have the authority to bind such party to the provisions of this Agreement.

**4.8 Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

**4.9 Choice of Law and Venue.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The Parties agree that any dispute or cause of action arising in connection with this Agreement will be brought in the district court of Johnson County, Kansas.

**4.10 Counterparts & Electronic Delivery.** This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will constitute the same Agreement. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Signatures to this Agreement transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.

**4.11 Confidential Data.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. No private or confidential data collected, maintained, or used during the performance of this Agreement shall be disseminated by the Contractor except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

**4.12 Disclaimer of Liability.** County shall not hold harmless or indemnify any Contractor. The County's liability is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

**4.13 Entire Agreement.** This Agreement, which consists of this Agreement, **Invitation for Bid No. 2026-014**, and Contractor's Bid, which express the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

**4.14 Federal, State, and Local Taxes.** The County and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes that may be imposed or levied upon the subject matter of this Agreement.

**4.15 Good Standing.** Contractor shall be authorized to do business in the State of Kansas and must maintain good standing pursuant to the laws of this State and other applicable law.

**4.16 Independent Contractor.** Contractor shall be deemed an independent contractor, and not an employee of the County or Johnson County, Kansas Government, for any purposes including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and the State income tax code, and third party liability claims. This Agreement shall be deemed an independent contract for services and shall not be construed or considered a partnership or joint

venture. The County shall not be liable for any obligations incurred by contractor unless specifically authorized in writing.

**4.17 Insurance.** County shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

**4.18 Intellectual Property Ownership Rights.** The County retains ownership of any intellectual property created on the County’s behalf.

**4.19 Notice.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the Parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

If to County:	If to Contractor:
Attn: Lieutenant Warrants Division 27747 W 159 <sup>th</sup> St New Century, KS 66031	John Comissiong 1643 SW 41 <sup>st</sup> Street Topeka, KS 66609
SHR-Warrants@jocogov.org	pres-owner@sts1995.com
With a courtesy copy to: Johnson County Legal Department 111 S Cherry St., Ste. 3200 Olathe, Kansas 66061	

**4.20 Open Records.** The terms, conditions, requirements and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., any applicable federal or state laws, or court order.

**4.21 Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and non-financial assistance and benefits under federal programs and activities. All non-federal entities, including Johnson County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice term of this

Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any subcontractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

**4.22 Waiver.** The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Further, no provision of this Agreement will be given effect that attempts to require the County to waive any statutory defense or rights regarding this Agreement, including, but not limited to, statute of limitations or the Kansas Tort Claims Act.

**4.23 Warranty of ability to perform.** The contractor shall warrant that there is no action, suit, proceeding, inquiry or investigation at law or equity, before or by a court, governmental agency, public board or body, pending or threatened, to the best of the contractor's knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of the contractor's obligations, diminish the contractor's obligations, or diminish the contractor's financial ability to perform the terms of this Agreement. During the term of this Agreement, if any of the aforementioned events occur, the contractor must immediately notify, in writing, the County of the same.

**4.24 Change in laws.** If any law, rule, or regulation invalidates or is inconsistent with the terms of this Agreement, such term shall be deemed inapplicable to this Agreement or, in the alternative, the Parties may use reasonable efforts to accommodate the terms and intent of this Agreement by amendment. This Agreement may be terminated upon written notice to the other party if, in connection with the performance of this Agreement, any change in law would: (a) cause a party to be in violation of any law, rule, or regulation; (b) have a significant adverse impact on a party; or (c) subject a party to sanctions or penalties under any law, rule, or regulation. As used in this provision, "change in law" means any: (a) amendment to any applicable federal, state, or local law, rule, or regulation; (b) new legislation, rule, or regulation; (c) ruling by a court of competent jurisdiction; or (d) binding administrative determination. In the event any governmental restriction is imposed that would necessitate alteration of the quality or performance of the services to be provided under this Agreement, contractor shall immediately notify the County, in writing, indicating the specific regulation that necessitates the alteration.

**4.25 Documents and records.** The contractor shall maintain full and accurate records of all matters covered by this Agreement, and the County shall have access during regular business hours to such records. All survey notes, reports, design plans, specifications, special studies, records, project deliverables and other data prepared under this Agreement are the property of the County upon completion or termination of the services. All materials produced in performance of work under this Agreement are the sole property of the County, and the contractor shall have no

right or property interest in any produced materials and hereby agrees it shall not reserve any interest by license, copyright, or other proprietary claim in or to any such materials.

**4.26 Force majeure.** Neither party shall be liable for failure to perform under this contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of god or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**4.27 Tariffs.** Contractor shall be responsible for assessing and accounting for any potential impact of tariffs, duties, or other governmental measures affecting the cost of goods, services or materials (“Tariffs”) under this Agreement, and shall make reasonable efforts to mitigate the impact of any tariffs on the agreed contract price.

Notwithstanding the above, in the event tariffs are imposed or adjusted during the term of this Agreement resulting in an equipment or material price increase, the Parties shall engage in good faith negotiations to equitably adjust the contract price to reflect the impact of such tariffs. Any adjustment shall reflect only the additional costs directly attributable to the tariffs from the date of bid opening and shall not include any indirect or speculative costs.

Contractor shall provide written notice of the increased costs caused by tariffs, supported by documentation sufficient to substantiate the cost increase (including but not limited to: CBP Form 7501, commercial invoices, bill of lading or shipping documents indicating international sourcing) within 30 days of becoming aware of the cost change. Failure to provide timely notice shall constitute a waiver of the right to seek a price adjustment under this clause.

Contractor shall not use the imposition of tariffs as grounds for claiming a force majeure event, non-performance, delayed performance, or termination of this Agreement.

**4.28 Severability.** Should any portion of this contract be judicially determined to be illegal or unenforceable, the remainder of the contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**4.29 Minimum cyber of security standards.** Contractor shall comply with the following cyber security standards: (i) perform routine backup and archiving for the length of the Agreement term; (ii) meet industry standard security measures at all data centers; (iii) enact network security and firewall protection; (iv) perform ongoing maintenance of all operating systems and applications in compliance with industry standards; and (v) perform regularly scheduled penetration testing and remediation of any identified vulnerabilities.

**4.30 Third-party security audits.** Contractor shall provide the County with a copy of its most recent SOC 2 Type II or otherwise audit and testing results upon request. The Contractor shall comply with the terms of the audit. In the event Contractor is found noncompliant with audit standards, Contractor shall remediate and provide County with evidence of such remediation. This Agreement may be terminated if Contractor fails to comply with this provision and industry security standards.

**4.31 Awareness and training.** Contractor shall provide cybersecurity awareness education consistent with related policies, procedures, and agreements for new hires and at least annually thereafter.

**4.32 Data breach response.** Contractor shall immediately notify County in writing if Contractor suspects or becomes aware of any unauthorized access to the County's data. Contractor shall, at its own expense, fully cooperate with the County to prevent or stop the underlying cause of a breach. Further, Contractor shall fully and immediately comply with all applicable state and federal data breach laws and regulations.

**4.33 Cyber security response plan.** Contractor shall maintain an incident and/or cyber security response plan to include escalation and communication procedures. The plan will ensure a comprehensive and coordinated response to cybersecurity threats. Contractor shall provide the County with a copy of its most updated plan, upon the County's request.

**4.34 Publicity.** Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

**4.35 Third-party beneficiary.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this contract shall operate only between the Parties to this contract and shall inure solely to the benefit of the Parties to this contract. The provisions of this contract are intended only to assist the Parties in determining and performing their obligations under this contract.

**4.36 Investigation & research.** Contractor has conducted its own investigation and research and has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed. The execution of this Agreement based on such investigation and research, and not upon any representation made by the County or any of its officers, agents, or employees, except as provided herein.

**4.37 Indemnity.** To the fullest extent permitted by law, the contractor shall defend, hold harmless, and indemnify the County, its officers, employees, and agents from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the premised legal theories, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), that may be imposed upon, incurred by or asserted against the County, its officers, employees, or agents allegedly or actually arising out of or resulting from the contractor's work, including without limitation any breach of contract or negligent act or omission (i) of the contractor; or (ii) of the contractor's subcontractors or suppliers, if any, or (iii) of the agents, employees or servants of the contractor or its subcontractors or suppliers, if any.

**4.38 Taxes.** The County is exempt from all federal, state, and local taxes. A tax-exempt certificate will be provided if requested.

**4.39 Inspection and acceptance.** No equipment, supplies, and/or services received by County pursuant to this Agreement shall be deemed accepted until County has had reasonable opportunity to inspect such equipment, supplies, and/or services. All equipment, supplies, and/or services that do not comply with the specifications or requirements or are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services discovered to be defective or do not conform to any warranty of Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The County reserves the right to return any such rejected shipment at Contractor's expense for full credit or replacement and to specify a reasonable date replacement must be received. The County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to the County.

**4.40 Disclaimer of liability.** No provision of this Agreement will be given effect that requires the County to defend, hold harmless, or indemnify any contractor or third-party for any of its negligent acts or omissions. The liability of the County is defined under the Kansas Tort Claims act (K.S.A. 75-6101, et seq.).

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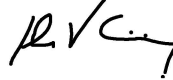
The Parties acknowledge that they have read, understood, and accept this Entire Agreement.

**BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS**

**SECURITY TRANSPORT SERVICES, INC.**



Robin Lynes, Purchasing Manager



John Comissiong, President/Owner

Date: **05/01/2026**

Date: **04/30/2026**

APPROVED AS TO FORM



Ethan N. Brown  
Assistant County Counselor

**SHERIFF OF JOHNSON COUNTY, KANSAS**



Byron Roberson, Sheriff

Date: **04/30/2026**

APPROVED AS TO FORM



Joni Cole  
Legal Advisor to the Sheriff