

A TERM AND SUPPLY CONTRACT on Prisoner Transportation Services, for use by the Sheriff's Office, via Johnson County Contract No. 2009-027 and County Resolution No. 17223 attached hereto.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer as specifically described as the Johnson County Contract No. 2009-027. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Director of Finance and Purchasing and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of:(1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or implied accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or implied by Contractor. This Contract and Johnson County Contract No. 2009-027 incorporated herein by reference represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 30 days written notice to Contractor.

The parties may annually extend this Contract beyond its original term for a time, not to exceed two 12 month options, from the last day of the original term provided that the County's consent to such an extension is evidenced in writing signed by the County's Director of Finance and Purchasing and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED:

CONTRACTOR'S NAME: Security Transport Services Inc. PHONE NO: 785-267-3030
ADDRESS: 1643 Sw 41st St. Topeka, ks. 66609 FAX NO: 785-267-7402
NAME OF AUTHORIZED AGENT (print or type): Thomas L. Baumann DATE: 4-15-10
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: President
FEDERAL ID NO: 48-1170298 and/or SOCIAL SECURITY NO:
SPECIFY: MINORITY OWNED (MBE): WOMAN OWNED (WBE): (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: April 15, 2010

APPROVED AS TO FORM:
By [Signature]
William G. Snyder
Acting County Counselor

ATTEST BY:
[Signature]
Mary Jo Spino
Clerk of the County Legislature

FILED
APR 21 2010
MARY JO SPINO
COUNTY CLERK

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twenty-four (24) month term and supply contract with two (2) twelve (12) month extension options for the furnishing of prisoner transportation services for use by the Sheriff's Office to Security Transport Services of Topeka, KS, under the terms and conditions of the Johnson County, Kansas, Contract No. 2009-027, an existing government contract.

RESOLUTION #17223, March 29, 2010

INTRODUCED BY Henry C. Rizzo and James D. Tindall, County Legislators

WHEREAS, the Sheriff's Office has a need for prisoner transportation services to facilitate the transportation of fugitives apprehended outside the state of Missouri on original Jackson County warrants; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of prisoner transportation services for use by the Sheriff's Office to Security Transport Services of Topeka, KS, under an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance

and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Patricia Jellin
Deputy/Assistant County Counselor

Tom G. Suter
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17223 of March 29, 2010, was duly passed on March 29, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9 Nays 0
Abstaining 0 Absent 0

3/29/10
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

March 25, 2010
Date

Debra J. ...
Director of Finance and Purchasing

**AGREEMENT FOR PRISONER TRANSPORTATION SERVICES
JOHNSON COUNTY, KANSAS AND SECURITY TRANSPORT SERVICES, INC.**

THIS AGREEMENT, made in Olathe, Johnson County, Kansas, and entered into this 1st day of February, 2010 (the "Effective Date"), by and between Johnson County, Kansas (hereinafter the "County") and Security Transport Services, Inc. (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the County publicly invited formal sealed proposals for a term and supply contract from firms qualified to provide for the transporting of persons committed to the custody of the Johnson County Sheriff (hereinafter the "Sheriff"); and

WHEREAS, the Vendor is private prisoner transport company engaged in the business of the transporting for compensation, individuals committed to the custody of any State or political subdivision of a State; and

WHEREAS, in response to the County's invitation, the Vendor submitted a proposal to provide the County and Sheriff with the desired and requested prisoner transportation services; and

WHEREAS, following review and evaluation of the proposals duly submitted, the County desires to engage the professional services of the Vendor to provide the County and Sheriff with such services; and

WHEREAS, the Vendor has represented that it is duly qualified and experienced to provide the County with such services, and is willing to provide the same in accordance with, and subject to, the terms and conditions of this Agreement; and

WHEREAS, the County and the Vendor hereby agree to accept the terms and conditions of this Agreement.

I. PURPOSE

The County hereby engages the professional services of the Vendor for the purpose of providing the County, more specifically the Sheriff, with certain on-call prisoner transportation services as such services are represented, described and required by the contract documents enumerated under Section II of this Agreement (hereinafter the "Project"), and the Vendor hereby agrees to provide such services in accordance with, and subject to, the terms and conditions of this Agreement, and all applicable federal, state and local laws, rules and regulations.

II. CONTRACT DOCUMENTS

1. The services to be provided by the Vendor hereunder shall be governed by the terms and conditions of this Agreement, consisting of pages 1 through 5, inclusive, and any exhibits attached hereto, and the respective standard terms and conditions, special conditions, provisions 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, comprise the Contract Documents:
 - .1 The County's Request for Proposal No. 2009-027 (hereinafter "RFP No. 2009-027");
 - .2 The Vendor's written proposal dated June 4, 2009, and Vendor's presentation materials to the County's evaluation committee (together and collectively hereinafter the "Response") duly submitted in response to RFP No. 2009-027; and
 - .3 The Vendor's fee schedule dated June 4, 2009 and duly submitted to the County (hereinafter "Form 6").
2. It is hereby acknowledged and agreed that RFP No. 2009-027, and the Vendor's Response and Form 6 shall be on file with the County's Office of Financial Management, Purchasing Division, 111 South Cherry, Suite 2400, Olathe, Kansas 66061, or such other office or location as the County may from time to time designate.
3. Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor", "successful contractor", "vendor" or terms of similar purport are used in the Contract Documents, such terms shall be deemed to mean and refer to Security Transport Services, Inc.
4. Should any ambiguity, inconsistency or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and then by reference to the terms, conditions, provisions and representations contained within the documents enumerated in the order set forth in Paragraph 1 hereinabove.

III. NATURE AND SCOPE OF SERVICES

1. Nature of Services. The Vendor shall, at all times, diligently, ethically and expeditiously, and to the best of the ability, experience and skills of the personnel it provides, perform all services and responsibilities necessary to provide the County and Sheriff with the highest level of quality of professional prisoner transportation services for the Project consistent with the purpose of this Agreement, the County and Sheriff's interests and objectives, and the professional and ethical best practices industry standards for prisoner transportation services, and as required by, and in compliance with, all applicable federal, state and local laws, rules and regulations for, and governing, such services industry practices, ethics and standards. It is understood and agreed by the parties hereto that the

Vendor shall not transport more than three (3) prisoners for the Sheriff during any given prisoner transport accepted pursuant to the provisions of this agreement.

2. Scope of Services. The Vendor shall perform, to the satisfaction and acceptance of the Sheriff, those services consistent with the requirements contained in Section B SCOPE OF SERVICES of RFP No. 2009-027 (hereinafter "basic services") and the representations contained in the Vendor's Response, so as to deliver to the County and Sheriff the required prisoner transportation services; provided, however, nothing herein shall preclude the Vendor from providing the County, upon request, with additional services relative to, and in connection with, the Project.

IV. INSURANCE AND INDEMNIFICATION

1. Insurance. The Vendor agrees to carry in force and maintain for the duration of this Agreement insurance coverage of the types and minimum limits specified under Special Condition No. 1 of RFP No. 2009-027.
2. Indemnification. The Vendor shall indemnify, defend and hold harmless the Johnson County Sheriff, in both his official and personal capacity, and the Board of County Commissioners of Johnson County, Kansas, their officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorneys fees, arising out of any act, omission, fault, or negligence by the Vendor, its agents, employees, or anyone under its direction or control or acting on its behalf in connection with the provision of prisoner transportation services under this Agreement.

V. TERMINATION

Notwithstanding any provision to the contrary regarding termination that may appear in the Contract Documents, the County and Vendor hereby agree that either party may terminate this Agreement with thirty (30) days written notice to the other party.

VI. NOTICES

All notices or other communications required to fulfill the terms of this Agreement shall be in writing and addressed to the appropriate party at the address listed below:

County:

Warrants Unit Supervisor
Johnson County Sheriff's Office
125 North Cherry
Olathe, Kansas 66061
913-791-5212 (Phone)
913-791-5182 (Fax)

Vendor:

Security Transport Services, Inc.
1643 SW 41st Street
Topeka, Kansas 66609
785-267-3030 (Phone)
785-267-7402 (Fax)

VII. AMENDMENTS

The terms and conditions of this Agreement may be modified by mutual agreement of the parties evidenced by supplemental writing signed by duly authorized representatives of the County and the Vendor.

VIII. TERM; CONTRACT AMOUNT

1. The initial term of this Agreement shall be for the period commencing with the Effective Date hereof and ending twenty four (24) months therefrom.
2. The County shall have the option to renew this Agreement for two additional twelve (12) month periods with the concurrence of the Vendor.
3. The annual contract amount for on-call prisoner transportation services shall be in an amount up to, but not exceeding, Two Hundred Fifty Thousand Dollars (\$250,000).

IX. GOVERNING LAW AND VENUE

1. This Agreement shall be deemed to be made, construed and enforced in accordance with the laws of the State of Kansas.
2. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

X. AGREEMENT STATUS

This Agreement is, and shall be deemed, an independent contract for services and the Vendor, and all persons providing services on behalf of the Vendor under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances as employees of the County. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the parties.

XI. WAIVER

The waiver of 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, nor shall any custom or practice which may arise between the County and the Vendor in the administration of this Agreement be construed to waive or lessen the right of the County or Vendor to insist upon the performance by the County or Vendor in strict accordance with this Agreement.

XII. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed stricken.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding and agreement between the parties, and supersedes all previous and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in five (5) counterparts by their duly authorized representatives and made effective the day and year first above written.

SECURITY TRANSPORT SERVICES,
INC.

By Thomas L. Baumann
Thomas L. Baumann, President
Printed name and title

JOHNSON COUNTY, KANSAS

By John M. Mahin
John M. Mahin
Purchasing Manager

APPROVED AS TO FORM:

Nick Saldan by Rford
Nicholas Saldan
Deputy County Counselor