

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20426

Sponsor(s): Ronald E. Finley

Date: May 11, 2020

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with one additional Twelve Month Option to Extend for the furnishing of Prisoner Transport Services for the Sheriff's Office to Security Transport Services of Topeka, Kansas under the terms and conditions of Johnson County, Kansas Contract No. 2019-023, an existing government contract.</u></p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Sheriff's Office      Estimated Use: \$125,000</p> <p>Requesting approval of the Term and Supply Contract; funds were already appropriated through the annual budget adoption. Estimated figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): Prior resolutions and (date): 18616, September 29, 2014										
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 3253										
<b>REQUEST SUMMARY</b>	<p>The Jackson County Sheriff's Office requires a Term and Supply Contract for the furnishing of Prisoner Transport Services and would like to use the Johnson County, Kansas Contract No. 2019-023; an existing government contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing and the Sheriff's Office recommend the award of a Twelve Month Term and Supply Contract, with one Twelve Month Option to Extend for the furnishing of Prisoner Transport Services for the Sheriff's Office to Security Transport Services of Topeka, Kansas under the terms and conditions of Johnson County, Kansas Contract No. 2019-023 due to the higher discount offered to larger groups and/or entities.</p>										
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) NA  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<b>COMPLIANCE</b>	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals      No goals on this contract  <input type="checkbox"/> VBE Goals</p>										
<b>ATTACHMENTS</b>	Award Letter from Johnson County, Kansas										

REVIEW	Department Director: <i>[Signature]</i>	Date: 04-15-2020
	Finance (Budget Approval): If applicable	APPROVED By Mark Lang at 11:58 am, Apr 28, 2020
	Division Manager: <i>County Administrator: Troy Schutte by [Signature]</i>	Date: 5-7-2020
	County Counselor's Office: <i>[Signature]</i>	Date: 5/7/20

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**JOHNSON COUNTY**  
KANSAS

**Treasury & Financial  
Management**

**DATE:** November 19, 2019

**TO:** Thomas Bauman  
Security Transport Services

**FROM:** Kyra Blatchford  
Johnson County Purchasing

**SUBJECT:** Notice of Award for RFP 2019-023 Prisoner Transport Services

This notice is to inform you that both Security Transport Services and U.S. Corrections have been awarded a contract for RFP 2019-023 Prisoner Transport Services starting November 7, 2019 and ending November 6, 2020 with the option to renew for four (4) additional one-year periods. The annual cost not to exceed \$245,828.00 The contract will be sent to you via DocuSign. Please provide your certificate of insurance and Core4 documents within 10 (ten) days of this notice to the County at the following address or via email:

Kyra Blatchford

[Kyra.blatchford@jocogov.org](mailto:Kyra.blatchford@jocogov.org)

Johnson County Purchasing

111 S Cherry Street, Suite 2400

Olathe, Kansas 66061

(913) 715-0595 (913) 715-0525

cc: RFP No. 2019-023 File  
Bill Cauveren – Risk Mgmt  
Thomas Dougan - SHR

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

**THIS AGREEMENT**, made in Olathe, Johnson County, Kansas, and entered into as of the 7<sup>th</sup> day of November 2019 (the "Effective Date"), by and between Johnson County, Kansas (hereinafter the "County") and Security Transport Services, Inc., with offices located at 1643 SW 41<sup>st</sup> Street, Topeka, Kansas 66609 (hereinafter the "Vendor").

**WITNESSETH:**

**WHEREAS**, the County publicly invited formal sealed proposals (*Request for Proposal No. 2019-023*) for a term and supply contract from firms qualified to provide for the on-call transporting of persons committed to the custody of the Johnson County Sheriff (hereinafter the "Sheriff") and for the Johnson County Department of Corrections (hereinafter "Corrections"); 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 the County to provide the Sheriff and Corrections with the desired and requested on-call prisoner and juvenile transportation services; and

**WHEREAS**, on November 7, 2019, the Board of County Commissioners of Johnson County, Kansas (hereinafter "BOCC") authorized a County term and supply contract with the Vendor to provide prisoner transportation services for the Sheriff and for Corrections; and

**WHEREAS**, the Vendor hereby represents 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 and Corrections hereunder, with certain on-call prisoner and juvenile 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

**A.** The services to be provided by the Vendor hereunder shall be governed by the terms and conditions of this Agreement, and any exhibits attached hereto, and the respective standard terms and conditions, special conditions, provisions, scope of services, 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. 2019-023, issued on 3/20/19, as supplemented by County's issuance subsequently of Addendum No. 1, acknowledged by the Vendor on April 9, 2019 (collectively hereinafter the "RFP");
2. The Vendor's written proposal duly submitted in response to the RFP (hereinafter the "Proposal"); and
3. The Vendor's written cost proposal duly submitted to the County in accordance with the requirements of the RFP (hereinafter "Form 6").

**B.** It is hereby acknowledged and agreed that the RFP, and the Vendor's Proposal and Form 6 shall be on file with the County's Office of Treasury and 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.

**C.** 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.

**D.** 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, scope of services and representations contained within the documents enumerated in the order set forth in Section A hereinabove.

## III. NATURE AND SCOPE OF SERVICES

**A. *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 Sheriff and Corrections with the highest level of quality of professional prisoner transportation services for the Project consistent with the purpose and requirements of this Agreement, the County's interests and objectives, including those interests and objectives of the Sheriff and Corrections, 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 service industry practices, ethics and standards.

**B. *Scope of Services.*** The Vendor shall perform, to the satisfaction and acceptance of the Sheriff and Corrections, respectively, those services consistent with the requirements outlined and contained in **Section 4.1 SCOPE OF SERVICES – SHERIFF’S OFFICE** and **Section 4.2 SCOPE OF SERVICES - DEPARTMENT OF CORRECTIONS** of the RFP (hereinafter “basic services”), and the representations contained in the Vendor’s Proposal, so as to deliver to the Sheriff and Corrections the required on-call prisoner and juvenile 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 this Agreement or the Project.

#### **IV. INSURANCE AND INDEMNIFICATION**

**A. *Insurance.*** The Vendor shall carry and maintain in force for the duration of this Agreement insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas, of the minimum types and limits set forth under Special Condition No. 9 of the RFP, and provide the County with written evidence of such coverage in accordance with the specified requirements of Special Condition No. 9.

**B. *Indemnification.*** The Vendor shall indemnify, defend and hold harmless the Johnson County Sheriff, in both his official and personal capacity, the Johnson County Department of Corrections, and the Board of County Commissioners of Johnson County, Kansas, their respective 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 and juvenile transportation services under this Agreement.

#### **V. TERMINATION**

**A.** Notwithstanding any provision to the contrary regarding termination that may appear under the Contract Documents, the County and Vendor hereby agree that the following shall prevail with respect to termination of this Agreement.

**.1 *Termination by Agreement.*** In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

**.2 *Termination by Cancellation.*** This Agreement may be cancelled without cause by either party upon sixty (60) days prior written notice.

**.3 *Termination for Cause.*** This Agreement may be terminated for cause by either party. Termination “for cause” means a violation of this Agreement. Should either party be found in violation of any of the terms and conditions of this Agreement by the other party, it shall be deemed in breach of this Agreement. The non-breaching party shall thereupon notify the other party in writing of such violation, giving such party thirty (30) days to cure such breach. Should

C. The Vendor understands and acknowledges that this Agreement is a part of a term and supply contract awarded by the BOCC to more than one provider for the basic services described hereunder at an annual cost not to exceed **Two Hundred Forty-Five Thousand Eight Hundred Twenty-Eight Dollars (\$245,828.00)**. Further, the Vendor understands and acknowledges that there is no guarantee minimum of quantity of basic services that would be purchased or required by the County under this Agreement through either or both the Sheriff and/or Corrections. The Vendor shall provide prisoner transportation services at a unit cost of \$1.35 per mile for intrastate transport and \$1.10 per mile for interstate transport, with a minimum charge of \$335.00. Additional charges may include \$335.00 for an attempted pickup and \$50.00 for a wait time over one (1) hour.

D. The Vendor shall bill the Sheriff separately from Corrections. The Vendor acknowledges that it is the County's intent to have one over-riding account number with multiple bill-to locations in order to keep invoices separate. The prices charged shall be the same for both the Sheriff and Corrections, with the only difference being the type of transportation being provided under the pricing models contained in the Vendor's Form 6. Further, the Vendor acknowledges that Corrections will need to have the invoices separated for the different Corrections Juvenile Divisions requesting the services.

#### **IX. GOVERNING LAW AND VENUE**

A. This Agreement shall be deemed to be made, construed and enforced in accordance with the laws of the State of Kansas.

B. 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. MISCELLANEOUS**

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

**B. *Assignment.*** The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any of its rights and obligations hereunder without the prior written consent of the County, but in no event shall such consent relieve the Vendor from its obligations under the terms of this Agreement.

**C. *Warranty of Ability to Perform.*** The Vendor 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 Vendor's knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of the Vendor's obligations, diminish the Vendor's obligations, or diminish the Vendor's financial ability to perform the terms of this Agreement. During the initial term of this Agreement, or any renewal term thereof, if any of the aforementioned events occur, the Vendor must immediately notify, in writing, the County of the same.

**D. *Dispute Resolution.*** The parties are fully committed to working with each other throughout this Agreement and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Vendor and the County each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions hereunder.

## **XIV. 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.

*[The remainder of this page was left blank intentionally.]*



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

**SECURITY TRANSPORT SERVICES,  
INC.**

**JOHNSON COUNTY, KANSAS**

By \_\_\_\_\_  
**Thomas Bauman**  
President

By \_\_\_\_\_  
**Robin Lynes**  
Purchasing Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
**Nicholas Saldan**  
Assistant County Counselor