

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AGREEMENTS WITH INMATE SERVICES CORPORATION
AND MIDWEST SPECIAL SERVICES FOR INMATE TRANSPORTATION SERVICES**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into agreement with Midwest Special Services and Inmate Transportation Services for inmate transportation services, as attached.

WHEREAS, said attached agreements are in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreements for inmate transportation services with Inmate Services Corporation and Midwest Special Services, copies of which are attached.

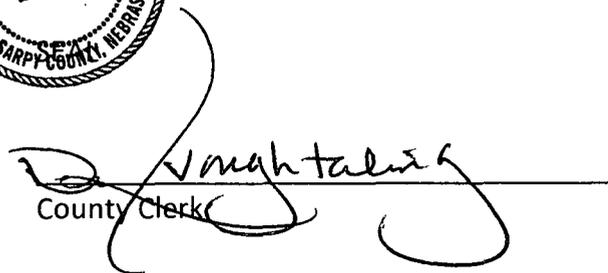
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the agreements with Inmate Services Corporation and Midwest Special Services, copies of which are attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 5th day of June, 2012.



Sarpy County Board Chairman




County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Inmate Transport Agreements

Occasionally the Sheriff's Office utilizes the services of transportation companies to transport inmates who have warrants or are in the custody of Sarpy County. The companies are required to follow all County guidelines and procedures. These services are a cost benefit for the County and are recommended for approval.

If you have any additional questions feel free to contact me at bgarber@sarpy.com.

May 25, 2012

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Capt. Williamson

AGREEMENT

This Agreement is entered on 4-30-12 by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Inmate Services Corporation hereinafter "Vendor".

WHEREAS, Vendor has the required qualifications and experience to provide services for the transportation of inmates; and

WHEREAS, County desires to enter into an agreement with Vendor for the transportation of inmates.

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Vendor shall follow County Sheriff's Office Standard Procedures as defined by the County Sheriff's Office.
- B. Vendor shall ensure extradition agents and employees are qualified to transport inmates and shall retain records of training provided to employees.
- C. Appropriate restraining devices, as defined by the County, shall be employed immediately upon accepting custody of the inmate.
- D. Vendor shall keep records of and handle all transport documentation required by the County.
- E. Vendor shall document if the inmate refuses standard procedures as defined by the County Sheriff's Office.
- F. Inmates must wear seat belts during transportation.
- G. Vendor shall take the most reasonable and direct route to the destination.
- H. Male and female inmates shall be kept separated while in the custody of the Vendor.
- I. The employee to inmate ratio must be 1:1 with the exception of two (2) males or one (1) female employee to transport female inmates.
- J. A female employee must be present when transporting a mentally incompetent female, as defined by the County.
- K. Vendor shall carry communication devices while transporting inmates.
- L. Should an emergency or escape situation occur during transport, Vendor shall follow all County policies relating to such situations.
- M. Vendor shall not use airline transportation for the transport of inmates.

II. DUTIES OF COUNTY

- A. County shall define appropriate restraining devices used by Vendor.
- B. County shall define any special needs or situations required for the transport.
- C. County will verify and identify inmates prior to the Vendor taking custody.

- D. County reserves the right to inspect the transport vehicle prior to or after transport. Such search may include, but is not limited to, interior and exterior for contraband and inspecting the entire vehicle for damage.
- E. Sarpy County shall be responsible for providing records and information requested by the Vendor reasonably pertinent to the services provided.
- F. County shall provide County Sheriff's Office standard policies and procedures related to the transport of inmates and notify Vendor of any applicable changes in such policies.
- G. Compensation for services described above shall be invoiced at \$1.00 per mile of transport. Such amount includes meals. County will pay in one (1) full mile increments. Invoices shall be submitted no more frequently than every thirty (30) days and shall be due and payable within thirty (30) days of receipt. If the County objects to all or any portion of an invoice, the County shall so notify Vendor in writing within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the invoice, if any, not in dispute. The remainder shall be paid upon resolution of the dispute. This agreement is not intended for airline transportation.

III. TERM

The agreement will be for a one (1) year period commencing upon execution of this agreement and will automatically renew for one (1) year periods unless written notice is provided within thirty (30) days of the expiration.

IV. ASSIGNMENT

The Vendor may not assign this agreement without prior written consent of the County.

V. INDEPENDENT CONTRACTOR

The Vendor shall in the performance of the agreement at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

VI. TERMINATION

Either party may terminate the agreement for any reason with thirty (30) days written notice to the other.

VII. NON-DISCRIMINATION CLAUSE

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of

1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

VIII. CONFLICT OF INTEREST

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

IX. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

X. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

XI. IDEMNIFICATION

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its

servants, agents, and subcontractors; and also from all claims of damage in fulfilling this agreement.

XII. INSURANCE

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

XIII. RESIDENCY VERIFICATION

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

XIV. SCOPE OF AGREEMENT

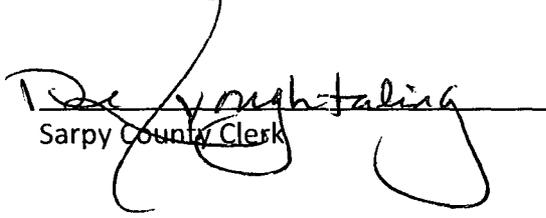
This agreement is the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This agreement supersedes any other previous agreement. This agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Randy Cagle, Jr.
Inmate Services Corporation
220 N. 6th Street, Ste. A
West Memphis, AR 72301

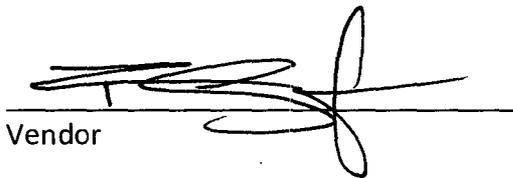
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 5th day of June, 2012.



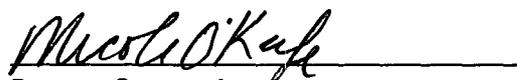

Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairperson
Sarpy County Board of Commissioners


Vendor

Approved as to form and content:


Deputy County Attorney

AGREEMENT

This Agreement is entered on 5-18-12 by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Midwest Special Services hereinafter "Vendor".

WHEREAS, Vendor has the required qualifications and experience to provide services for the transportation of inmates; and

WHEREAS, County desires to enter into an agreement with Vendor for the transportation of inmates.

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Vendor shall follow all County Sheriff's Office Standard Procedures as defined by the County Sheriff's Office.
- B. Vendor shall ensure extradition agents and employees are qualified to transport inmates and shall retain records of training provided to employees.
- C. Appropriate restraining devices, as defined by the County, shall be employed immediately upon accepting custody of the inmate.
- D. Vendor shall keep records of and handle all transport documentation required by the County.
- E. Vendor shall document if the inmate refuses standard procedures as defined by the County Sheriff's Office.
- F. Inmates must wear seat belts during transportation.
- G. Vendor shall take the most reasonable and direct route to the destination.
- H. Male and female inmates shall be kept separated while in the custody of the Vendor.
- I. The employee to inmate ratio must be 1:1 with the exception of two (2) males or one (1) female employee to transport a female inmate.
- J. A female employee must be present when transporting a mentally incompetent female, as defined by the County.
- K. Vendor shall carry communication devices while transporting inmates.
- L. Should an emergency or escape situation occur during transport, Vendor shall follow all County policies relating to such situations.
- M. Vendor shall not use airline transportation for the transport of inmates.

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- A. County shall define appropriate restraining devices used by Vendor.
- B. County shall define any special needs or situations required for the transport.
- C. County will verify and identify inmates prior to the Vendor taking custody.

- D. County reserves the right to inspect the transport vehicle prior to or after transport. Such search may include, but is not limited to, interior and exterior for contraband and inspecting the entire vehicle for damage.
- E. Sarpy County shall be responsible for providing records and information requested by the Vendor reasonably pertinent to the services provided.
- F. County shall provide County Sheriff's Office standard policies and procedures related to the transport of inmates and notify Vendor of any applicable changes in such policies.
- G. Compensation for services described above shall be invoiced at \$1.50 per mile of transport plus costs of meals for inmate as defined by standard Sheriff's Office procedures. County will pay in one (1) full mile increments. Invoices shall be submitted no more frequently than every thirty (30) days and shall be due and payable within thirty (30) days of receipt. If the County objects to all or any portion of an invoice, the County shall so notify Vendor in writing within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the invoice, if any, not in dispute. The remainder shall be paid upon resolution of the dispute. This agreement is not intended for airline transportation.

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IV. ASSIGNMENT

The Vendor may not assign this agreement without prior written consent of the County.

V. INDEPENDENT CONTRACTOR

The Vendor shall in the performance of the agreement at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

VI. TERMINATION

Either party may terminate the agreement for any reason with thirty (30) days written notice to the other.

VII. NON-DISCRIMINATION CLAUSE

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

VIII. CONFLICT OF INTEREST

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

IX. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

X. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

XI. IDEMNIFICATION

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this agreement.

XII. INSURANCE

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

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Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

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Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

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The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

XIII. RESIDENCY VERIFICATION

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal

immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

XIV. SCOPE OF AGREEMENT

This agreement is the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This agreement supersedes any other previous agreement. This agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

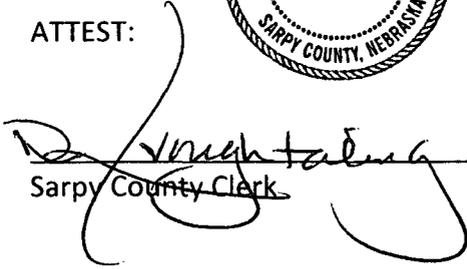
Vendor: Lannie Roblee
Midwest Special Services
404 W. 2nd Street
PO Box 82
Curtis, NE 69025

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 5th day of June, 2012.

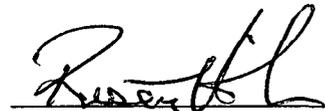
(Seal)

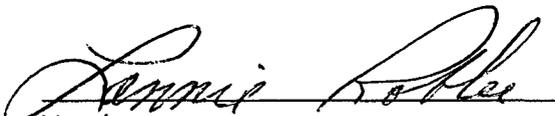


ATTEST:


Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairperson
Sarpy County Board of Commissioners


Vendor

Approved as to form and content:


Deputy County Attorney

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

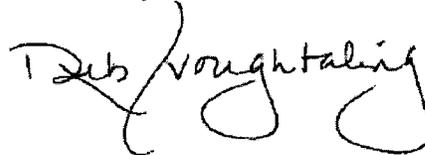
June 6, 2012

Randy Cagle, Jr.
Inmate Services Corporation
220 N. 6th Street Suite A
West Memphis, AR 72301

Re: Inmate Transportation Services

Enclosed is an original agreement which has been approved by the Sarpy County Board and signed by the Chairman on June 5, 2012.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosure
DJH/sm

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

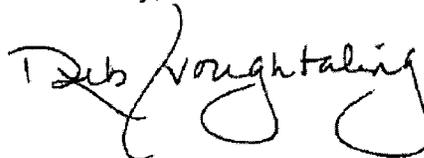
June 6, 2012

Lannie Roblee
Midwest Special Services
404 W. 2nd Street
Curtis, NE 69025

Re: Inmate Transportation Services

Enclosed is an original agreement which has been approved by the Sarpy County Board and signed by the Chairman on June 5, 2012.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large initial "D" and "H".

Deb Houghtaling
Sarpy County Clerk

Enclosure
DJH/sm