

INMATE FOOD SERVICES AGREEMENT

This Agreement for Inmate Food Services (the “Agreement”) is by and between the County of Genesee, a Michigan Municipal Corporation and Body Corporate, whose principal place of business is located at 324 S Saginaw Street, Flint, Michigan 48502 (the “County”), and Canteen Services, Inc., a Michigan Corporation, whose principal place of business is located at 353 S Michigan Ave, P.O. Box 160, Coldwater, MI 49036 (the “Contractor”) (the County and the Contractor together, the “Parties”).

RECITALS

WHEREAS, the County, through the Office of the Genesee County Sheriff (“Office of the Sheriff” or “Sheriff”), is charged by law with the responsibility for obtaining and providing food for inmates/prisoners (the “detainees”) of the Genesee County Jail (the “Facility”); and

WHEREAS, the County has issued a Request for Proposals (RFP #26-468) seeking a servicer to deliver and maintain Food Services and/or Commissary Services for the Genesee County Jail that conform with all applicable laws and standards including: established National Commission of Correctional Healthcare standards, and Michigan Department of Corrections Administrative Rules for County Jails and Lockups; and

WHEREAS, the County and the Contractor have negotiated the terms as provided in this Agreement; and

WHEREAS Canteen is in the business of providing correctional food and commissary services of this type, with a focus on county jails, and desires to provide such services for the County and the Facility under the terms and conditions hereafter; and

NOW, THEREFORE, in consideration of the covenants and promises made hereafter, the Parties agree as follows:

1. SERVICES

1.1 General.

The County hereby contracts with Contractor to provide for the delivery and acceptance of food, preparation, and service of meals (including sack, holiday, medically required, and religious meals) and commissary services to individuals under the physical custody and control of the County at the Facility and the Contractor enters into this Agreement according to the terms and provisions hereof. The Contract documents include and are incorporated herein for reference:

- a. Exhibit A Food Services Scope of Work
- b. Exhibit B: Responsibilities of Canteen and Genesee County
- c. Exhibit C: Commissary Services Scope of Work
- d. Exhibit D: Kiosk Services Scope of Work

1.2 General Scope of Services.

The responsibility of the Contractor to provide meals to a detainee commences with the booking and physical placement of said detainee into the Facility. Contractor shall provide meals and commissary services set forth herein for all persons committed to the physical custody of the Facility. See also the attachments to this agreement, incorporated by reference. This Agreement

shall take precedence over any attachment, where and only to the extent that, any attachment conflicts with the language and duties of this Agreement.

1.3 Detainees Outside the Facility.

Detainees on any sort of temporary release, including, but not limited to, those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count, and will not be the responsibility of the Contractor with respect to food service but shall be the responsibility of the Contractor with respect to commissary services until the detainee is officially released from Facility custody.

1.4 ServSafe Training.

The Contractor will be responsible for training detainees in proper food handling and service up to and including cooperating in training detainees to obtain ServSafe Food Certification.

1.5 Commissary Software Banking.

Contractor shall provide banking software, for use at the Facility, that interfaces with the current software program(s) in use at the Facility. Contractor shall use the software to assist the Facility in providing bank like services to detainees as described below. Contractor shall allow access to the software data and reports to Facility employees for authorized purposes. The banking software shall be capable of and the Contractor shall provide:

- a. Numbered electronic accounts to each detainee in the Facility;
- b. Withdrawal functionality to facilitate detainee payments for ordered commissary, bonds, court fines, fines or damage done to the Facility, booking fees, bond fees, etc.;
- c. Deposit functionality to enable detainees to accept funds into their accounts from internet payments/deposits, credit cards, checks, or money orders;
- d. Reports of historic account data, including itemized detainee purchases, dates of withdrawals, expenditures, and deposits, reports which shall be produced by the Contractor or made accessible to Facility employees upon request by the Jail Administrator;
- e. Account closing and refunding of all unused detainee funds, in the form a printed check or debit card, to detainees upon their release from Facility custody;
- f. Credit functionality to credit detainees for orders that have been placed but not yet filled – where the detainee is released from Facility custody prior to the order being filled; and
- g. Electronic tracking of all transactions, with detainee transactions to be tracked by detainee signatures and recorded dates and times.

1.6 Commissary Software Kites.

Contractor shall provide messaging software that interfaces with the current software program(s) in use at the Facility, which is capable of and does provide a contained email kite system. Contractor shall interface with GTL/Via Path to make the software available, at tablets or kiosks, to all detainees. The software shall allow detainees to send messages to a specific, limited list of recipients based on a list provided and authorized by the Jail Administrator. Messages shall be sent to allow for commissary or auxiliary services to be requested by the detainee. The recipients

include: food service vendor, commissary services, medical personnel, and Facility command staff. The Kite Software shall not allow messages to any recipients other than those specifically authorized by the Jail Administrator.

1.7 Intellectual Property.

The County shall have access to Canteen's accounting software program Canteen Command including the Debit Release Program (the "Software").

The County acknowledges that Canteen and/or Genesis Technology is the sole owner of all intellectual property rights in and to the Software provided by Canteen for use, especially the Canteen Command software, and including, but not limited to the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, and report formats associated with the Software. Except as expressly authorized in this Agreement, the County will not use, copy, modify, distribute, sublicense, transfer, display, rent or unbundle the Software. In addition, the County will not reverse engineer, decompile or disassemble the Software, and will not otherwise attempt to reconstruct or discover the source code for the Software. Canteen reserves all rights in the Software not expressly granted to the County in this Agreement

1.8 Additional Food Services.

The Contractor shall agree to provide any additional food services as mutually agreed upon at prices mutually agreed to, in writing, by the Contractor and the County.

2. PERSONNEL

2.1 Management.

The Contractor shall have a central office and shall supervise and monitor the Services to ensure satisfactory provision of the services.

2.2 Staffing.

Contractor shall provide properly selected and trained kitchen, serving, technical, and support personnel or subcontractors ("staff") as necessary to fulfill the requirements of the Agreement. Staff hired by the Contractor shall be on the Contractor's payroll and Contractor shall pay all wages, fringe benefits, and payroll taxes.

Contractor shall have a Manager or Director on staff to perform supervision and performance reviews of Contractor staff and shall have at least one (1) fully trained staff member onsite at all times between the hours of 4:00 a.m. and 6:00 p.m. This requirement may be adjusted, in writing, by the Jail Administrator.

Contractor recognizes that the staffing levels shall be reviewed, explained, and discussed with the Sheriff or the Jail Administrator, as requested from time to time. All Contractor staff shall be first cleared, by the Sheriff or Jail Administrator, prior to their acceptance or presence at the Facility. Contractor shall provide the staff member name, date of birth, and a copy of the state identification two days in advance of any shift to allow the Sheriff to determine whether to clear the individual.

All Contractor staff must comply with the written policy and procedures relating to Facility security. All Contractor staff assigned to work at the Facility shall submit to periodic health examinations at least as frequently as required by law, and Contractor agrees to submit satisfactory evidence of compliance with all health regulations to County upon request.

Contractor shall be responsible for providing or require professional, neat uniforms to their staff that clearly distinguish the Contractor's staff from the detainees and corrections officers.

2.3 Use of Detainees in the Provision of Services.

The County agrees to provide detainee labor as may be requested by the Contractor, subject to availability, safety standards, and the approval of the Jail Administrator.

Detainee labor may be used for the preparation of food, delivery of meals, and general sanitation and cleaning. The Contractor shall train and supervise such detainee labor subject to the overall control of the Sheriff, including training in basic hygiene, sanitation, food borne illness, and food service delivery and management.

2.4 Licensure, Certification, and Registration of Personnel.

All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of work as required by applicable Michigan law.

2.5 County's Satisfaction with Contractor Personnel.

To ensure the County is able to meet its obligation to operate a secure facility, County has the right to exclude any Contractor personnel provided hereunder, or those provided by any independent contractor, subcontractor, or assignee under the direction of Contractor. If Contractor disagrees with such exclusion and provides the County with independent documentation regarding the appropriateness of such employee's behavior, the County will be responsible for reimbursement of all Contractor's costs and expenses associated with such exclusion decision. Prior to exclusion, the County shall provide Contractor written notice of the grounds for such dissatisfaction and the reasons therefore. Contractor shall exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the County, Contractor shall exclude or shall cause any independent contractor, subcontractor, or assignee to exclude the individual about whom the County has expressed dissatisfaction. Contractor will be allowed reasonable time, prior to exclusion, to find an acceptable replacement, without penalty or any prejudice to the interests of the Contractor.

2.6 Nondiscrimination.

During the performance of this Agreement, the Parties to this Agreement further agree and covenant as follows:

- a. Contractor will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Agreement, and that it shall require the same assurances from subcontractors. Breach of this paragraph shall be regarded as a material breach of this contract;
- b. The County will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national

origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, except in cases where there is a bona fide occupational qualification reasonably necessary to the County's normal operation;

- c. Each Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause;
- d. In all solicitations or advertisements for employees, each party will state that it is an equal opportunity employer; and
- e. Each Party will comply with State and Federal laws regarding the placement of notices, advertisements, and solicitations.

3. REPORTS, RECORDS, AND COMPLIANCE

3.1 Operating Reports.

Within 15 days of the end of each month, Contractor will provide, to the Jail Administrator, an itemized operating report covering the previous calendar month, including menus and numbers of meals actually served as well as other information requested or necessary to include.

The Report shall include an invoice containing the number of meals served for the month and the price per meal charged, along with any requested supporting documentation.

3.2 Records Retention.

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

3.3 Identity Theft Prevention.

In the event that the Parties will obtain identifying information during the performance of this Agreement, the Party receiving the information shall take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Agreement.

For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, bank account number, social security number, date of birth, driver's license or state identification number, taxpayer identification number, or routing code.

3.4 Obligations.

Contractor services shall be provided in accordance with the standards promulgated by the National Commission on Correctional Health Care for Health Services in Facilities and Michigan Department of Corrections Administrative Rules for County Jails and Lockups.

3.5 Food Service Health Safety.

Contractor shall certify compliance with applicable state and federal laws pertaining to food service health safety.

3.6 Licenses and Taxes.

Contractor shall secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the Contractor, the County agrees to pay such tax.

The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

4. SECURITY, CONTINGENCY PLAN, AND INSPECTIONS

4.1 General.

The Parties understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Contractor as well as for the security of detainees and County employees, consistent with the correctional setting. The County will provide sufficient security to enable Contractor to safely and adequately provide food services and commissary services described in this Agreement. Nothing herein shall be construed to make the County, the Sheriff, or Facility deputies or employees a guarantor of the safety of Contractor employees, agents, or subcontractors.

4.2 Food Service Health Policy.

Contractor shall ensure that the Facility's written policy, procedure, and practice, which provide for adequate health and safety protection for all detainees and staff in the facility, are adhered to.

4.3 Contingency Plan.

Contractor shall develop and maintain contingency plans to provide continued services in the face of events such as power failure, fire, floods, or other acts of nature, which would cripple the normal operation - including labor walkouts. A minimum number of three days of actual meals served and water supply will be maintained/preserved (to use in the event of food borne illness). The contingency plan, along with any modifications agreed upon in writing by the County and Contractor, is subject to approval by the Sheriff and, by reference, shall become a part of this Agreement.

4.4 Acceptance.

All goods/services provided are received subject to inspection and testing. If goods/services are defective or fail to meet the specifications, the County reserves the right to reject the goods/services or to require the Contractor to correct any defects. The Contractor shall correct defects in goods/services at no cost to the County or pay the County for expenses incurred by the County in correcting the defects.

4.5 Food Service Inspections.

Contractor shall adhere to the Facility's written policy, procedure, and practice that require weekly inspections by administrative, medical, or dietary personnel of all food service areas, including dining and food preparation areas and equipment. Inspection personnel may include the person who supervises food service operations or his or her designee.

Refrigerator and dishwashing water temperatures are to be checked and logged daily by administrative, medical, or dietary personnel. The logs shall be included in the Operational Report.

4.6 Facility Inspections.

Facility inspections will be made by the Sheriff or his designee when deemed necessary, with or without advance notice to the Contractor. Inspections of kitchen facilities by the County and State health agencies must achieve satisfactory ratings.

Contractor shall be responsible for obtaining and facilitating, as needed, all necessary food service related inspections.

5. KITCHEN, EQUIPMENT, INVENTORY, AND SUPPLIES

5.1 General.

The County agrees to provide Contractor with office space, facilities, equipment, and utilities. The County will provide necessary maintenance and housekeeping of the office space and facilities. Contractor will provide necessary cleaning and upkeep of all kitchen and commissary kitchen spaces, supplies, and equipment. Contractor will provide the County with written notice as to any unsatisfactory conditions within a reasonable time not to exceed ten (10) days from the date of inspection.

5.2 Delivery of Possession.

The County will provide to Contractor, beginning at 12:00 a.m. on July 1, 2026, possession and control of all County food service, kitchen, and commissary equipment and/or supplies in place at the Facility's kitchen. At the termination of this or any subsequent Agreement, Contractor will return to the County possession and control of all supplies and equipment, in working order, reasonable wear and tear accepted, which were in place at the Facility's kitchen prior to the commencement of services under this Agreement.

5.3 Equipment Purchases.

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement shall be reported to the Jail Administrator upon purchase. For the purposes of this paragraph, "Equipment" is defined as tangible, nonexpendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

5.4 Conveyance to the County.

Upon the County's request at the termination of this Agreement for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement.

5.5 Maintenance of Equipment.

The County will continue to maintain all County equipment necessary for the performance of this Agreement by Contractor in working order during the term of this Agreement. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor.

The Contractor shall pay for needed repairs of equipment and plumbing (drains) if damage to equipment, or clogs in drains are caused by improper action, training, or supervision of Contractor staff. The County will not be responsible for any repairs caused by the improper disposal of grease.

5.6 Return of Equipment.

The Contractor shall return to the County at the expiration of the Agreement the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. In addition, the County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor.

6. TERM

6.1 Term.

This Agreement shall commence at 12:00 AM on July 1, 2026. The initial term of this Agreement shall be through 11:59 PM on June 30, 2029.

6.2 Extension Terms.

This Agreement may be extended for two (2) additional one (1) year terms, if mutually agreed to in writing and signed by both Parties. Any extension must be agreed to no later than ninety (90) days prior to the termination of the then existing term.

7. TERMINATION AND SUSPENSION

7.1 Termination General.

This Agreement may be terminated as follows: Either Party may terminate this Agreement by providing the non-terminating party with written notice one hundred and twenty (120) days prior to the effective date of termination. The exercise of the foregoing right of termination does not alleviate either Party from performing its contractual obligations up through the effective date of termination.

7.2 Termination for Cause.

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice of the breach is issued to the Contractor by the County, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor. In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

If the County is in breach of any provision of this Agreement, and such breach continues for thirty (30) days after written notice of the breach is issued to the County by the Contractor, the Contractor may terminate this Agreement.

7.3 Termination Immediate.

If the County, in its discretion after thorough discussion with Contractor staff, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor. In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

7.4 Termination for Lack of Funding.

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination with written notice not less than one hundred and twenty (120) days prior to the effective date of termination. The County shall pay for all work properly performed up to the effective date of the notice of termination.

7.5 Responsibility

Upon termination of this Agreement, all responsibility for providing food services to all detainees will be transferred from the Contractor to the County.

7.6 Suspension of Work.

Upon written order of the Jail Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Jail Administrator has directed that the Services be suspended. If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Jail Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Jail Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Jail Administrator pursuant to this paragraph are compensable.

8. COMPENSATION

8.1 Base Compensation.

The County agrees to pay Contractor according to the rates identified on Exhibit A. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals. The number of meals served will be provided to the Jail Administrator with the Operational Report. Contractor will invoice the County within thirty (30) days after the month in which services are rendered. The County agrees to pay Contractor within thirty (30) days after receipt and acceptance of an invoice. Payment by ACH is preferred although payment by check will be accepted as long as all other payment terms are met.

8.2 Adjustment to Price.

Should the Parties mutually agree, in writing, to a change in the scope of the program during the contract term, then Contractor will be allowed to adjust the contract price as mutually agreed.

9. INSURANCE AND LIABILITY

9.1 Insurance.

At all times during this Agreement, the Contractor shall maintain insurance coverage types and amounts as stated in the Request for Proposal. The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist and including the County as an additional insured. In the event coverage changes, Contractor shall notify the County in writing. Contractor shall also notify the County, in writing, of any reduction in policy amounts or cancellation of insurance coverage.

9.2 Lawsuits Against the County.

In the event that any lawsuit (whether frivolous or otherwise) is filed against either the County, its employees, its elected officials, employees and agents based on or containing allegations concerning the Services contemplated herein or on the performance of Contractor's employees,

agents, subcontractors or assignees, the Parties agree that Contractor, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the Parties to this Agreement from joining the remaining Parties hereto as defendants in lawsuits filed by third parties.

9.3 Indemnify and Hold Harmless.

Contractor agrees to indemnify, defend, and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the presence of Contractor personnel, agents, subcontractors, or assignees on County property or the operation and maintenance of the Services as conducted by Contractor employees or agents, it being the express understanding of the Parties that Contractor shall provide the actual Services, and have complete responsibility for such Services provided by its employees or agents and any lawsuit arising solely out of such delivery of food or commissary services. The County shall immediately notify Contractor of any incident, claim, and/or lawsuit concerning the food or commissary services to detainees and/or on the performance of Contractor's employees, agents, subcontractors, or assignees relevant to its obligations under the instant contract, and shall fully cooperate in the defense of such claim, but Contractor shall retain sole control of the defense while the action is pending. Contractor shall immediately notify the County of any incident, claim, and/or lawsuit concerning the food or commissary services to detainees and/or on the performance of Contractor's employees, agents, subcontractors, or assignees relevant to its obligations under the instant Agreement.

9.4 Audit Rights.

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

9.5 Warranties.

The Contractor warrants that the Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry, the Contractor will comply with all federal, state, and local laws in the performance of the Services, the Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement, the Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor further agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

10. MISCELLANEOUS

10.1 Independent Contractor Status.

The parties acknowledge that Contractor and its agents and employees are independent contractors and not employees of the County. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

10.2 Assignment and Subcontracting.

Contractor shall not assign or subcontract this Agreement to any other corporation without the express written consent of the County, which shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement and any attachments as incorporated herein. Any assignment or subcontract shall not relieve Contractor of its independent obligation to provide the services and to be bound by the requirements and duties of this Agreement.

10.3 Notice.

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

County Agreement Administrator

Genesee County Sheriff's Office

Attention: Captain David Kennamer, Jail Administrator

1002 South Saginaw Street, Flint, MI 48502

Contractor Agreement Administrator

Canteen Services, Inc.

Attention: Michael Stump, Vice President of Commissary & Business Development

353 S Michigan Ave, PO Box 160, Coldwater, MI 49036

Alternatively, electronic communication (e-mail) may be utilized for all notifications and communications. Delivery and read receipts will be verified by recipient upon notification of such request.

Notices shall be effective upon receipt.

10.4 Governing Law.

This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Michigan. Any cause of action must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

10.5 Remedies.

All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

10.6 Amendment and Modification.

This Agreement may only be amended and/or revised through mutual assent evidenced by written agreement signed by both Parties. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by authorized representatives.

10.7 Waiver of Breach.

The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10.8 Force Majeure.

Neither Party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

10.9 Freedom of Information Act.

This Agreement and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the "Freedom of Information Act".

10.10 Subpoena Power.

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Agreement.

10.11 Headings.

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and/or interpret any provision of this Agreement.

10.12 Severability and Survival.

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

10.13 Interpretation.

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

10.14 Binding Effect.

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

10.15 Entire Agreement.

This Agreement shall constitute the complete understanding and entire Agreement between the parties with respect to the terms and conditions set forth herein, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements

that have been between the Parties and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions, request for proposal, proposal, purchase order, acknowledgment, or other written form. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded by this Agreement. In the event of a conflict between this Agreement and any attachment, the terms of this Agreement shall control.

IN WITNESS WHEREOF, by authorized agents, the Parties execute this Agreement in their official capacities with legal authority to do so.

THE COUNTY OF GENESEE, MICHIGAN

BY: _____ DATE: _____
Dale Weighill, Chairperson, Board of Commissioners

BY: _____ DATE: _____
Christopher Swanson, Genesee County Sheriff

Canteen Services, Inc.

BY: _____ DATE: _____
Jeffrey Tiggelman, President

EXHIBIT A
Food Services Scope of Work

Contractor shall provide food services per the requirements and specifications as described in the Genesee County RFP #26-468 and Contractor's corresponding proposal.

SECTION 1: Pricing

Canteen will provide the County with food service at a set price per meal. Pricing is based on providing three (3) meals per day each day of the year and the quantity of meals provided for each meal service (Breakfast, Lunch, Dinner). The cost per meal will be determined on a weekly basis (Sunday morning through Saturday evening) according to the following schedule:

Quantity of Meals Served per Service (Breakfast, Lunch, and Dinner)	Price Per Meal
0-300	\$2.36
301-375	\$2.19
376-450	\$2.08
451-525	\$1.99
526-600	\$1.95
601-675	\$1.90
676 and above	\$1.89
Medical Snacks	\$1.49

Pricing assumes three hot meals per day providing an average of 2,900 calories. Canteen will provide an initial supply of reusable cups and sporks for use with each meal with ongoing replacement costs being the County's responsibility.

In the event the County requires modifications to the meal service program (example: requiring facility wide usage of foam/paper trays) Canteen shall bill the County for the additional expense of required items.

The County will provide telephone and internet services for business purposes of administering this agreement, utilities, paper supplies, uniform for detainee workers, and expendable replacements.

Canteen will provide all ware washing chemicals and provide chemical distribution equipment and maintenance through a third-party sub-contractor.

Pricing to be reviewed/adjusted annually upon mutual agreement.

SECTION 2: Detainee Workers

The jail administration will provide a suitable number of detainee workers to support kitchen operations. The County will replace any disruptive detainee worker at Canteen's request. Canteen also reserves the right to request additional detainee assistance for deep cleaning as needed. In the event that detainee labor is not available, Canteen would acquire temporary labor and bill the Genesee County Jail for this cost.

SECTION 3: Hours of Operation

Hours of service for the Jail facility will be:

Breakfast	7:00 a.m.
Lunch	11:00 a.m.
Dinner	4:00 p.m.

Hours may be adjusted if mutually agreed upon.

Canteen will have at least one employee on site between the hours of 4:00 am and 6:00 pm unless mutually agreed upon.

SECTION 4: Menu Approval

The Jail Administrator or the Jail Administrator's designated representative shall approve all menus prior to commencement of their use. All meals served shall be in compliance with the most recent Recommended Daily Allowance for adult males as established by ACA, National Academy of Sciences, MDOC requirements, and NCCHC guidelines. The County does not and will not guarantee the number of meals required annually.

Canteen will create and follow a four (4) week menu providing an average of 2,900 calories per day. Daily menus will provide at least five (5) ½-cup servings of fruits/vegetables of at least 4 different varieties. There will be at least one whole muscle meat meal served per month. Primary proteins will be ground chicken or ground turkey. At no time will pork or pork derived products be served.

All menus will be certified quarterly by a registered dietician and evaluated at least annually for changes.

SECTION 5: Meal Service

Canteen will ensure that all meals are served at appropriate temperatures (140° hot, 45° cold), and in a manner that makes them palatable and visibly pleasing.

SECTION 6: Procurement

Canteen will purchase all consumable supplies and food products which are required for food service operation. These supplies and food products shall remain the property of Canteen.

SECTION 7: Cleaning & Sanitation

Routine cleaning and housekeeping of all food service preparation, services and storage areas, and shall, on a continuing basis, maintain standards of sanitation required by State and local regulations. The County shall be responsible for removal of trash and garbage from the facility.

Canteen will meet requirements of all federal, state and local sanitation and health standards and any other applicable standards including, but not limited to, the Michigan Department of Corrections (MDOC).

Canteen will adhere to all applicable local fire codes and ordinances in the performance of the services provided under this Agreement.

SECTION 8: Tigg's PREP

Within 30 days of commencement of this agreement, Canteen will provide vocational training to detainee workers in the kitchen to provide food service-related skills to assist them in attaining work post incarceration. Upon successful completion of the program, detainees will be presented with a Certificate of Completion in a setting as prescribed by jail administration.

EXHIBIT B
Responsibilities of Canteen and Genesee County

RESPONSIBILITIES OF CANTEEN AND GENESEE COUNTY JAIL (COUNTY)	CANTEEN	COUNTY
Floor Cleaning - Daily spot mopping of floors in the storage and food service preparation areas	X	
Floor Cleaning--Daily spot mopping of floor in the dining areas and all necessary scrubbing, stripping, and polishing of floor in the storage, food service preparation area and the dining areas		X
Freezers and Refrigerators - Cleaning of shelving, walls, and floor	X	
Freezers and Refrigerators - Cleaning of fans, coils, and condensers		X
Cleaning of cooking utensils, and mixing equipment and utensils, hand utensils, containers, toasters, coffee makers, grills, steam kettles, steamers, can openers, work surfaces, mixers, slicers, grinders, saws, deep fat fryers and skillets, vegetable peelers, sinks, beverage dispensers, mops and buckets, cafeteria tables, eating utensils, trays, tumblers, cups, storeroom shelving, shelving in food preparation and serving areas, ice machine, utensil racks, and utility drawers	X	
Food Costs	X	
Labor Costs	X	
Detainee Labor		X
Paper Goods	X	X
Cleaning Supplies	X	X
Uniforms	X	X
Telephone – Local and Long Distance		X
Internet Service		X
Expendable Replacements		X
Interest on Late Payments		X
Employee Insurance	X	
General Liability	X	
Facilities Liability		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire Systems		X
Record Keeping	X	
Equipment Replacement		X

EXHIBIT C

Commissary Services Scope of Work

Contractor shall provide commissary services per the requirements and specifications as described in the Genesee County RFP #26-468 and Contractor's corresponding proposal.

SECTION 1: Financial Arrangements

Canteen will operate its Commissary Delivery Services for the County based on 12 monthly (52 weeks) accounting periods. Prices for Products sold through Canteen's Commissary Service shall be determined by mutual consent between Canteen and the County, provided, however, that in the event of material cost changes, whether taxes, labor, merchandise or otherwise, it is understood that Canteen shall have the right unilaterally to adjust said prices to reflect said increases.

SECTION 2: Commission

Canteen will pay the County a commission of 36% of the net sales of all products to detainees except: kits, indigent packets, stamps, stamped envelopes, snack bags, and bottled water. Commission will not be paid on any items not sold by Canteen. Commission will be paid within 30 days of applicable month-end close. Commissions are based on the existing federal, state, and local tax structure, including but not limited to sales taxes and any other tax or levy by any level of government which affects the Commissary Delivery Services. In the event of an increase in said taxes or levies, or a change in said tax structure which increases Canteen's liability, increases will be passed on to the detainees of the County as increased per item costs.

SECTION 3: Software

Canteen will provide the County with access to an internet-based detainee accounting software system that will interface with current Jail Management Software, phone/kiosk/tablet ordering capabilities via integration with GTL/Via Path phone/kiosk/tablet provider, detainee debit calling, and debit release cards as outlined in Section 1.5 of the agreement above.

Canteen's software will additionally provide an Electronic Kite/Request System through integrations with GTL/Via Path.

SECTION 4: Kiosk

Canteen Services agrees to provide one (2) lobby kiosk and one (1) booking kiosk vault solution at the Genesee County Jail. Kiosk Services will be provided and detailed under EXHIBIT D, which is incorporated herein by reference and made a part hereof as if fully set forth in the agreement.

SECTION 5: County's Grant To Canteen

The County grants to Canteen, as an independent contractor, the exclusive right to deliver packaged commissary items, except for on-site items as specified by the County, to the stated correctional facility location shown on the face of this contract (such location hereinafter referred to as the "Premises"), and the exclusive right to deliver to such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the County.

SECTION 6: Canteen's Responsibilities

Pursuant to the provisions of the Agreement, Canteen will deliver commissary items to the premises on a mutually agreed upon basis.

Canteen agrees that data collected pertaining to the County's accounting records will remain the property of the County upon termination of the contract.

Canteen will assign two on-site staff members to manage commissary distribution. Orders will be verified at the point of delivery and distributed directly to the detainees to ensure accuracy and accountability.

SECTION 7: The County Responsibilities

The County shall maintain its facilities where the Commissary Delivery is performed in a safe operating condition such that no Canteen employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to the general duty and the specific duty clauses thereof, or any similar federal, state or local law or regulation to the extent it is within the County's control.

The County shall make payment to Canteen Services, Inc. within 30 days, unless an alternate timetable is mutually agreed to. Payment by ACH is preferred although payment by check will be accepted as long as all other payment terms are met.

EXHIBIT D
Kiosk Services Scope of Work

Contractor shall provide kiosk services per the requirements and specifications as described in the Genesee County RFP #26-468 and Contractor's corresponding proposal

SECTION 1: Installation.

The County shall designate the location for installation and placement of the Kiosk(s). The County shall prepare the location for the Kiosk(s), according to Canteen's reasonable instruction. Power and Internet connections shall be provided by the County. The County shall be responsible for the security and protection of the Kiosk(s).

SECTION 2: Equipment and Use.

Canteen shall provide to the County the following equipment ("Equipment"):

- Two (2) Kiosk and commissary interface located in the main lobby of the Genesee County Sheriff's Office
- One (1) Booking Vault Solution located in the booking area of the Genesee County Sheriff's Office

Kiosk Users may use Kiosk(s) to deposit cash or otherwise make payments that will be credited to detainee's account for commissary spending, for Detainee's Bond, or to be applied, fully or partially, as allowed by law, towards Detainee's debt. Transactions to be credited for use as a Bond shall not be used for any other purpose. Kiosk(s) transactions will not be used for any other purpose than those purposes stated in this Agreement.

SECTION 3: Service, Maintenance and Repair.

Canteen represents that the time taken to credit the Detainee's account after successful completion at the Kiosk(s) will be almost instantaneous. After receiving notice of an undesirable Kiosk event or outage, Canteen will respond on-site within 24 hours after notification to facilitate necessary repairs and/or resolve the issue. Canteen shall maintain the Equipment in good operating condition, ordinary wear and tear excepted, including without limitation, furnishing all parts and labor. Except as otherwise provided, all maintenance and repairs shall be done at Canteen's expense. The County shall be responsible for, and reimburse Canteen for, repairs or maintenance to Kiosk(s) that are a result of any misuse, destruction, damage, or vandalism. The County shall promptly notify Canteen in writing of any misuse, destruction, damage, or vandalism.

SECTION 4: Kiosk Fees.

Canteen charges a transaction fee from the Kiosk User for each Kiosk transaction, which is automatically collected when the transaction is made. The transaction fee shall be charged at the time a deposit is made to an Detainee's account. The portion of the deposit that is designated for the Detainee shall be credited to the Detainee's trust account. The portion of the deposit designated as a transaction fee will be credited to the County. Canteen shall invoice the County on a weekly basis to collect the transaction fee. The transaction fee will be charged as follows:

Cash Deposit (Lobby Kiosk only)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
\$0.01 - \$39.99	\$3.00
\$40.00 - \$99.99	\$3.50
\$100.00 - \$200.00	\$4.00

Credit Card Deposit (Lobby Kiosk or Web)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor*</i>
\$0.01 - \$30.00	\$4.95
\$30.01 - \$50.00	\$5.95
\$50.01 - \$70.00	\$6.95
\$70.01 - \$100.00	\$7.95
\$100.01 - \$200.00	\$4.00 + 4% of total transaction
\$200.01 and over	8% of total transaction

*\$2.00 additional fee for operator assisted transactions by phone

Cash Bond (Lobby Kiosk and Booking Vault)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
ALL AMOUNTS	<u>3%+\$3.00</u>

Credit Card Bond (Lobby Kiosk and Booking Vault)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
\$0.01 - \$2,000.99	7% + \$10.00 of total transaction
\$2,001.00 and above	7% of total transaction

Credit Card Bond (Web or Phone)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor*</i>
\$0.01 - \$2,000.99	\$10.00 + 8% of total transaction
\$2,001.00 and above	8% of total transaction

* \$2.00 additional fee for operator assisted transactions by phone

Cash Deposits (Booking Kiosk only)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
ALL AMOUNTS	<u>No Fee</u>

Canteen may charge the County interest on any undisputed overdue fees, charges, or expenses at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. Overdue shall be deemed to mean more than sixty (60) days past due. The County will reimburse Canteen for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any undisputed overdue amounts. If the County does not pay undisputed fees, charges, or expenses when due, then Canteen may require reasonable advance payments as a condition to providing Products and Services. Canteen shall first provide a written demand for immediate payment to the County for any overdue balance prior to charging any overdue fee, charge, or expense.

SECTION 5: Price Revisions.

Canteen may review and change the transaction fees charged to Kiosk Users from time to time and will be subject to change at Canteen's sole discretion. No price increase shall take place without written notice to the County at least thirty (30) days prior to the intended rate increase.

SECTION 6: System Interface.

Canteen and the County will establish a system interface that allows for processing of payments directly between the proprietary systems of Canteen and the County. The County and Canteen shall bear their own cost(s) to affect the system interfaces. Both parties shall be responsible for ensuring system interfaces meet the minimum industry standards for confidentiality.

SECTION 7: Instructions for Kiosk Users.

The County and Canteen will instruct the Users to identify the Detainee whose account is to be credited, or Bond is provided for, by the transaction at the Kiosk by providing the following information as deemed necessary: a) the Detainee's name; b) the Detainee's PIN or permanent identification number; c) the User's full name and address.

SECTION 8: Payment Information.

The County will provide Canteen a list of payment types, the payment amount for each transaction, and the payment limits for each transaction type. Canteen will use its default parameters unless the County specifies unique requirements.

Upon reasonable advance notice and no more than twice per year, Canteen may conduct an audit to ensure that the County is in compliance with this Agreement. Such audit will be conducted during regular business hours, and the County will provide Canteen with reasonable access to all relevant equipment and records. If an audit reveals underpayment to Canteen, then the amount of the underpayment shall be immediately due to Canteen. If the underpayment is greater than five percent (5%) of the total transaction fees collected in the audit period, then the County will also pay Canteen's reasonable costs of conducting the audit.

SECTION 9: Promotion.

Canteen and the County shall work together to promote the Kiosk services. The County agrees to make its Depositors aware of the Kiosk products and services through the County website and other mutually agreeable means and promotional material within the facility as well as provide a reference link from the County's website to the URL designated by Canteen for the sole purpose of promoting the Kiosk services.

SECTION 10: Title.

Canteen is the owner of the Kiosk(s), software and hardware provided pursuant to this Agreement. The County acknowledges that Canteen is the sole owner of all intellectual property rights in and to the Equipment, including, but not limited to the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, and report formats associated with the Equipment. Except as expressly authorized in this Agreement, the County will not use, copy, modify, distribute, sublicense, transfer, display, rent or unbundle the Equipment. In addition, the County will not reverse engineer, decompile or disassemble the Equipment, and will not otherwise attempt to reconstruct or discover the source code for the Equipment. Canteen reserves all rights in the Equipment not expressly granted to the County in this Agreement.

SECTION 11: Equipment Access.

Canteen and/or its contracted third party shall have the right to access the equipment as needed for necessary maintenance (e.g., money pick-ups, repairs, upgrades, replacement, permanent displacement, etc.) at reasonable times.