



**Commissary Delivery Services Agreement
Addendum I
Kiosk Services Agreement**

This Kiosk Services Agreement ("Agreement") is an Addendum to the Commissary Delivery Services Agreement by and between the County of Kalamazoo on behalf of the Kalamazoo County Sheriff's Office ("Kalamazoo") and Canteen Services, Inc., ("Canteen"). This Agreement supersedes any and all other kiosk services agreements, oral, written, or otherwise, that may have been made between the parties, except the Commissary Delivery Services Agreement, and shall be effective as of January 1, 2022 ("Effective Date").

Recitals

Whereas, as a part of and in conjunction to the Commissary Services provided by Canteen, Kalamazoo desires that Canteen provide and perform Kiosk Services; and,

Whereas, Canteen agrees to provide and perform Kiosk Services for Kalamazoo and its arrestees, detainees, and prisoners housed in the jail ("Inmates") and third parties using the Kiosk(s) on behalf of Inmates ("Inmate Associates") (collectively "Kiosk Users").

Now, therefore, in consideration of the mutual agreements and covenants contained in these Recitals and the terms of this Agreement, the parties agree as follows:

Terms of Agreement

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

2. Equipment and Use. Canteen shall provide to Kalamazoo the following equipment ("Equipment"):

One (1) Lobby Kiosk and commissary interface located in the main lobby of the Kalamazoo County Jail, 1500 Lamont, Kalamazoo, MI 49048

One (1) Lobby Kiosk and commissary interface located in the lobby of Kalamazoo County Visitation Center, 1421 Healy St., Kalamazoo, MI 49048
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One (1) Booking Kiosk and commissary interface located in the booking area of the Kalamazoo County Jail, 1500 Lamont, Kalamazoo, MI 49048

Kiosk Users may use Kiosk(s) to deposit cash or otherwise make payments that will be credited to Inmate's account for commissary spending, for Inmate's Bond, or to be applied, fully or partially, as allowed by law, towards Inmate'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.

3. Service, Maintenance and Repair: Canteen represents that the time taken to credit the Inmate'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. Kalamazoo shall be responsible for, and reimburse Canteen for, repairs or maintenance to a Kiosk(s) that are a result of any misuse, destruction, damage, or vandalism. Kalamazoo shall promptly notify Canteen in writing of any misuse, destruction, damage, or vandalism.

4. Kiosk Fees: Canteen charges a convenience fee from the Kiosk User for each Kiosk transaction, which is automatically collected during the transaction process. All funds received via kiosk transactions will be deposited into the Kalamazoo County Inmate Trust Account. Canteen will invoice Kalamazoo on a weekly basis for the convenience fee portion of the transaction due Canteen based on the following fee schedule:

Cash Deposit (Lobby Kiosk only)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
\$0.00 - \$100.99	\$3.00
\$101.00 and above	\$4.00

Credit Card Deposit (Lobby Kiosk or Web)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor*</i>
\$0.00 to \$30.00	\$4.50
\$30.01 to \$50.00	\$5.95
\$50.01 to \$70.00	\$6.95
\$70.01 to \$100.00	\$7.95
\$101.01 to \$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 only)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
ALL AMOUNTS	6% of bond amount, minimum \$4

Credit Card Bond (Lobby Kiosk)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
\$0.00 to \$2,000.99	\$10.00 + 7% 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>
\$0.00 to \$2,000.99	\$10.00 + 8% of total transaction
\$2,001.00 and above	8% of total transaction

Cash Deposits (Booking Kiosk only)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
ALL AMOUNTS	NO FEES

Canteen may charge Kalamazoo 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. Kalamazoo will reimburse Canteen for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any undisputed overdue amounts. If Kalamazoo 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.

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 Kalamazoo at least thirty (30) days prior to the intended rate increase.

6. System Interface: Canteen and Kalamazoo will establish a system interface that allows for processing of payments directly between the proprietary systems of Kalamazoo and Canteen. Kalamazoo 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.

7. Instructions for Kiosk Users: Kalamazoo and Canteen will instruct the Users to identify the Inmate 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 Inmate's name; b) the Inmate's PIN or permanent identification number; c) the User's full name and address.

8. Payment Information: Kalamazoo 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 Kalamazoo specifies unique requirements.

Upon reasonable advance notice and no more than twice per year, Canteen may conduct an audit to ensure that Kalamazoo is in compliance with this Agreement. Such audit will be conducted during regular business hours, and Kalamazoo 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%), then Kalamazoo will also pay Canteen's reasonable costs of conducting the audit.

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

10. Title: Canteen is the owner of the Kiosk(s), software and hardware provided pursuant to this Agreement. Kalamazoo 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, Kalamazoo will not use, copy, modify, distribute, sublicense, transfer, display, rent or unbundle the Equipment. In addition, Kalamazoo 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 Kalamazoo in this Agreement.

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.

12. Independent Contractor Status: The parties acknowledge that they are independent contractors with respect to each other, and nothing in this Agreement is intended, nor shall be construed, to create between Kalamazoo and Canteen, an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow Kalamazoo or Canteen to exercise control or direction over the manner or method by which the other performs any services which are the subject matter of this Agreement.

13. Governing Law: This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan.

14. Assignment: Neither party may transfer, assign or otherwise convey its rights or obligations under this Agreement without the written consent of the other party.

15. Dispute Resolution: Both parties agree to expend their reasonably best efforts to resolve any disputes that should arise between them relating to the performance of this Agreement. Therefore, if such a dispute should arise, the complaining party shall give written notice to the other party of the specific complaint of the complaining party and request the non-complaining party to take such steps as are necessary to properly cure such complaint within sixty (60) days. In the event the non-complaining party fails to cure said complaint and despite their reasonably best efforts a dispute cannot be resolved by the parties, either party may request that their respective Chief Executive Officers meet in an effort to resolve such matter. At such meeting, the Chief Executive Officers will consider both sides to the dispute and, if possible, suggest a method, acceptable to both parties, to resolve the dispute. If a dispute resolution is not reached, the Chief Executive Officers may refer the matter to an agreed-upon third party mediator. This provision shall not limit the rights of the parties to terminate this Agreement in the event of a material breach or default by the other party.

16. Waiver: The waiver by either party of a 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.

17. Severability: Subject to the parties' respective termination rights hereunder, in the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability hereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

18. Termination: In the event of a material breach or default by either party under this Agreement, if, after receiving written notice of the specific breach and/or default (which written notice shall identify the term of this Agreement which allegedly has been breached and the specific action which the breaching party can take to cure the breach), the breaching party fails to correct such breach or default within sixty (60) days, the non-breaching or non-defaulting party may terminate this Agreement upon thirty (30) days written notice specifying an intent to terminate.

In the event this Agreement is terminated, all obligations of either party shall cease on the date of such termination; provided however, that nothing contained in this Agreement shall relieve either party of the obligation to pay for services rendered by either party prior to the date of termination or shall relieve the parties of obligations expressly made to extend beyond the term of this Agreement. Further, Canteen shall have thirty (30) days after the termination date of this Agreement, at its own expense, to remove all of its Equipment from Kalamazoo's premises.

19. Entire Agreement: This Agreement supersedes all previous contracts or agreements and constitutes the entire agreement between the parties with respect to the subject matter of it, with the exception of the Commissary Delivery Services Agreement. Where in conflict, this Kiosk Services Agreement prevails. No oral statements or prior written material not specifically incorporated herein shall be of any force in effect and no changes and/or additions to this Agreement shall be recognized unless by written amendment signed by the parties. Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely upon the representations and agreements contained in this Agreement and not others.

20. Notices: Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed to the other party at the address set forth in this Agreement or to such other address, and to the attention of such other persons or officers as either party may designate by advance written notice.

EXECUTED as of the Effective Date:

KALAMAZOO:

KALAMAZOO COUNTY

Lisa A. Henthorn Digitally signed by Lisa A. Henthorn
Date: 2022.01.10 14:46:02 -05'00'

SIGNATURE

DATE

Lisa Henthorn

1.10.22

TYPED OR PRINTED NAME

Interim Administrator/Contoller

TITLE

CANTEEN:

CANTEEN SERVICES, INC.

Jeffrey Tiggelman 1-21-2022

SIGNATURE

DATE

Jeffrey Tiggelman

TYPED OR PRINTED NAME

President

TITLE

APPROVED AS TO FORM FOR COUNTY OF KALAMAZOO:

COHL, STOKER & TONKEY, P.C.

By: DONALD J. KULHANEK

On: December 15, 2021



CANTEEN SERVICES, INC.
COMMISSARY DELIVERY SERVICES AGREEMENT

THIS AGREEMENT is effective January 1, 2022 between Canteen Services, Inc. a Michigan Corporation ("Canteen"), and the County of Kalamazoo on behalf of Kalamazoo County Sheriff's Office (collectively "Client").

A: FINANCIAL ARRANGEMENTS - Canteen will operate its Commissary Delivery Services for Client on the basis of 12 monthly (52 weeks) accounting periods. Prices for Products sold through Canteen's Commissary Service shall be determined by mutual consent between Canteen and Client, 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. Canteen will provide 300 Indigent Writing Kits annually at no cost to Client. Canteen will charge a \$1.50 order processing fee per each inmate commissary order processed.

B: COMMISSION – Canteen will pay Client a commission based on net sales at a percentage of 32% on food items; 27% on non-food items; 10% on sugar free and hypoallergenic items sold to inmates except: kits, indigent packets, stamps, stamped envelopes and magazines. Commission will not be paid on any other 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 inmates of Client as increased per item costs.

C: SOFTWARE – Canteen will provide Client with access to: an internet-based inmate accounting software system; phone and kiosk ordering capabilities, debit minutes, and debit release cards at no cost.

D: KIOSK – Kiosk services will be provided and detailed under the Kiosk Services Agreement which is incorporated herein by reference and made a part hereof as if fully set forth in the Agreement. Where in conflict, the Kiosk Services Agreement prevails.

E: Term Notices

If to	Client	If to	Canteen
Attention:	Kalamazoo County Sheriff	Attention:	Jeffrey Tiggelman
	Kalamazoo County Sheriff's Office		Canteen Services, Inc.
	1500 Lamont St.		
	Kalamazoo, MI 49048		Coldwater, MI 49036

F: Premises

Kalamazoo County Jail
1500 Lamont St.
Kalamazoo, MI 49048

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

Provider:	Canteen Services, Inc.	Client:	County of Kalamazoo
By:	<i>Jeffrey Tiggelman</i>	By:	Lisa A. Henthorn <small>Digitally signed by Lisa A. Henthorn Date: 2022.01.10 14:04:54 -0500</small>
Name:	Jeffrey Tiggelman	Name:	Lisa Henthorn
Title:	President	Title:	Interim Administrator/Controller
Date:	1-21-2022	Date:	1.10.22

SECTION 1

CLIENT'S GRANT TO CANTEEN

Client grants to Canteen, as an independent contractor, the exclusive right to deliver packaged commissary items, except for on-site items as specified by Client, 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 Client.

SECTION 2

CANTEEN'S RESPONSIBILITIES

- A. Pursuant to the provisions of the Agreement, Canteen will deliver commissary items to the premises on a mutually agreed upon basis.
- B. Canteen shall hire all employees necessary for the performance of this Agreement. All persons employed by Canteen will be the employees of Canteen, and not the Client. Canteen agrees that no employees of the Client will be hired by Canteen without permission of the Client for a period of one (1) year after termination of their employment with Client. Canteen, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, in violation of federal, state or local law.
- C. Canteen agrees that no supervisory employees of Client will be hired by Canteen without specific written permission of Client for the period of this Agreement and one (1) year thereafter. Client agrees that, without specific written permission of Canteen, supervisory employees of Canteen will neither be hired by Client for the period of this Agreement and one (1) year thereafter, nor will Client permit supervisory employees of Canteen to be employed in the Client's food service operation for a period of one (1) year subsequent to the termination of this Agreement (unless such employees were formerly employees of Client).
- D. All records shall be kept on file by Canteen for a period of three (3) years from the date the record is made, and Canteen shall, upon reasonable notice, give the Client or its authorized representative the privilege at a reasonable time of inspecting, examining and auditing, during normal business hours, such of Canteen's business records which are directly relevant to the financial arrangement set forth in Item(s) A - D. The cost of such inspection, examination and audit shall be the sole expense of the Client, and such inspection, examination and audit shall be conducted at the Canteen location where said records are normally maintained, unless otherwise mutually agreed.
- E. Canteen agrees that Canteen's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

SECTION 3

CLIENT'S RESPONSIBILITIES

- A. Client 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 Client's control.

- B. Client shall make payment to Canteen Services, Inc. within 30 days unless alternate timetable is mutually agreed to.

SECTION 4

INDEMNIFICATION; INSURANCE

- A. Canteen shall indemnify Client against any loss, damage, injury or death caused by Canteen's negligent acts or omissions or the negligent acts or omissions of Canteen's agents or employees, or losses, damages, injuries or death caused by Canteen's negligence and arising out of the consumption or use of the Products sold, provided, however, that nothing contained herein shall require Canteen to defend or indemnify Client for losses, damages, injuries or death arising out of the negligence of Client, its agents or employees.
- B. Canteen's obligation to hold the Client harmless pursuant to this Agreement shall depend upon the Client promptly notifying Canteen, in writing, of any such claims or losses against either Canteen or Client, but in no event later than thirty (30) days after the date Client first received notice of such claim or lawsuit, and forwarding to Canteen the summons, complaint and all other documents which relate to said claim or lawsuit no later than thirty (30) days after the Client was served with such documents. Failure of Client to notify Canteen of such claims or lawsuit within said thirty (30) day period shall release Canteen of any and all responsibilities and liabilities under this Agreement to indemnify and hold Client harmless.
- C. Canteen shall procure and maintain the following insurance:
 - 1) Worker's Compensation Insurance as prescribed by the laws of the State of Michigan;
 - 2) Automobile and Comprehensive General Liability Insurance, including products and contractual liability, of \$1,000,000.00 for any occurrence in which bodily injury or property damage are alleged.
 - 3) Canteen shall furnish Client with a Certificate of Insurance evidencing such coverage naming Client as additional insured. The cost of the above insurance will be paid by Canteen.

SECTION 5

COMMENCEMENT AND TERMINATION

This Agreement shall become effective as is stated on the face of this contract and shall remain in force for a period of three years (3) years with the option of two (2) additional one-year (1) renewals, unless sooner terminated as herein provided.

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 6 hereof, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective ten (10) days after the end of said sixty (60) day period.

Client further agrees that if, upon notification in writing by Canteen, Canteen's Commissary Services are not returning a fair and equitable profit, Client and Canteen fail to agree upon new financial arrangements satisfactory to Canteen and Client within thirty (30) days of

said notification, the Agreement may thereupon be terminated by Canteen effective ten (10) days after the end of the thirty (30) day period.

SECTION 6 EXCUSED PERFORMANCE

In case of performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of war, public disturbances, fires, floods, Acts of God, or any other reason whatsoever which is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such case continues.

SECTION 7

ASSIGNMENT

Neither Canteen nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

SECTION 8

ENTIRE AGREEMENT; WAIVER
This Agreement constitutes the entire Agreement between the parties with respect to the provision of Delivery Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Canteen and Client.

SECTION 9

MICHIGAN STATE LAW

This Agreement shall be governed by, construed and enforced by the laws of the State of Michigan.

SECTION 10

TITLE

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

Client 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 eXpress 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, Client will not use, copy, modify, distribute, sublicense, transfer, display, rent or unbundle the Software. In addition, Client 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 Client in this Agreement.