



CONTRACT REVIEW ROUTING FORM

November 2019
REV 6

ORIGINATING DEPARTMENT INFORMATION

Department Leader:	Department:	Date:
Contract Contact Person:	Contact Phone Number:	NOTE: Contracts are returned interoffice mail unless specified below: <input type="checkbox"/> Call for Pick Up: #

CONTACT INFORMATION

Contract Title:	<input type="checkbox"/> GRANT <input type="checkbox"/> AWARD <input type="checkbox"/> Funded	Return By Date:
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DEPARTMENT ROUTING & AUTHORIZATIONS

NOTES:

NEW IT Dept. Authorization	DOES THIS INVOLVE TECHNICAL SUPPORT RELATED TO HARDWARE OR SOFTWARE? If No, Skip this step.	
	<input type="checkbox"/> Yes, Send to IT. Chief Information Officer review/approval is REQUIRED.	
	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with changes <input type="checkbox"/> Rejected and Return to Requesting Department	_____ <i>Authorized Signature</i>
		_____ <i>Date</i>

1. RISK & CONTRACT MANAGEMENT -

<input type="checkbox"/> Approved <input type="checkbox"/> Approved with changes <input type="checkbox"/> Rejected RETURN TO REQUESTING DEPARTMENT	_____ <i>Authorized Signature</i>	_____ <i>Date</i>	Department Received Stamp:
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2. FINANCE DEPARTMENT -

<input type="checkbox"/> Approved <input type="checkbox"/> Approved with changes <input type="checkbox"/> Rejected RETURN TO RISK & CONTRACT MANAGEMENT	_____ <i>Authorized Signature</i>	_____ <i>Date</i>	Department Received Stamp:
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3. OFFICE OF CORPORATION COUNSEL -

<input type="checkbox"/> Approved <input type="checkbox"/> Approved with changes <input type="checkbox"/> Rejected RETURN TO RISK & CONTRACT MANAGEMENT	_____ <i>Authorized Signature</i>	_____ <i>Date</i>	Department Received Stamp:
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4. OFFICE OF COUNTY EXECUTIVE -

<input type="checkbox"/> Approved <input type="checkbox"/> BOC Review Required ----- <input type="checkbox"/> Approved with changes <input type="checkbox"/> Rejected - RETURN TO RISK & CONTRACT MANAGEMENT	_____ <i>Authorized Signature</i>	_____ <i>Date</i>	Department Received Stamp:
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Department Leader:	Department:	Date:
Contract Contact Person:	Contact Phone Number:	NOTE: Contracts are returned interoffice mail unless specified below: <input type="checkbox"/> Call for Pick Up: #

CONTACT INFORMATION

Contract Title:			
Vendor Number (if known):	Vendor Name:	Vendor Disclosure Form Attached: <input type="checkbox"/> Yes <input type="checkbox"/> IFAS <input type="checkbox"/> No (N/A)	
Original Contract Amount: \$	Amendment Amount: \$	Total Amended Contract Amount: \$	Funding Source - Org Key / Object - (If known):
Contract Begin Date:	Amendment Date:	Contract End Date:	Targeted Committee Date:
Contract: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment	If Renewal or Amendment, what terms have changed (if any):		Amendment Number:
Contract Bid: <input type="checkbox"/> Yes <input type="checkbox"/> No	If not bid out, please explain:	Lowest Bid: <input type="checkbox"/> Yes <input type="checkbox"/> No	If not lowest bid, please explain:
Bid Number:	How many bidders responded?	Winning bidder Macomb County Entity: <input type="checkbox"/> Yes <input type="checkbox"/> No - Explain:	

Contract Synopsis:

OTHER CONTRACT INFORMATION

CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.

PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):

- 1. AWARDING A CONTRACT OF \$35,000 OR MORE.
- 2. AWARDING A CONTRACT MODIFICATION EXCEEDING 5% OF THE ORIGINAL APPROVED CONTRACT AMOUNT.
- 3. AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH.
- 4. EMPLOYER PAID FRINGE BENEFITS.
- 5. COLLECTIVE BARGAINING AGREEMENTS.
- 6. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.



MEMORANDUM

DATE:

TO: Office of County Executive

FROM:

RE: REQUEST APPROVAL / ADOPTION OF

SUBJECT:

PURPOSE / JUSTIFICATION:

FISCAL IMPACT / FINANCING:

FACTS AND PROVISION / LEGAL REQUIREMENTS *(If applicable)*:

IMPACT ON CURRENT SERVICES (PROJECTS):

Continental Café, LLC
d/b/a Canteen Correctional Services
35710 Mound Road
Sterling Heights, MI 48310

September 1, 2021

The County of Macomb
43565 Elizabeth Road
Mt. Clemens, Michigan 48043
Attn: Captain Lori Misch

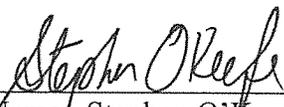
Re: Term

Dear Captain Misch:

Continental Café, LLC, a Michigan limited liability company d/b/a Canteen Correctional Services, with principal offices located at 35710 Mound Road, Sterling Heights, Michigan 48310 ("Continental") and the County of Macomb, with offices at 43565 Elizabeth Road, Mt. Clemens, Michigan 48043 (the "County") entered into a Food Service Agreement and a Commissary Services Agreement (together "Agreements"), both effective as of September 26, 2011. The terms of the Agreements have been extended and are now set to expire on September 25, 2022.

Very truly yours,

Continental Café, Inc.,
d/b/a Canteen Correctional Services

By: 
Name: Stephen O'Keefe
Title: President

Accepted and Agreed:

The County of Macomb

By: _____
Name:
Title:

Continental Café, Inc.,
d/b/a Canteen Correctional Services
35710 Mound Road
Sterling Heights, MI 48310

October 25, 2021

The County of Macomb
43565 Elizabeth Road
Mt. Clemens, Michigan 48043
Attn: Capt. Lori Misch

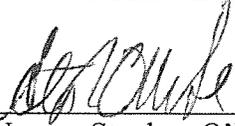
Re: The Food Service Agreement effective as of September 26, 2011 (“Agreement”), between the County of Macomb, with offices at 43565 Elizabeth Road, Mt. Clemens, Michigan 48043 (the “County”), and Continental Café, Inc, a Michigan corporation d/b/a Canteen Correctional Services, with principal offices located at 35710 Mound Road, Sterling Heights, Michigan 48310 (“Continental”).

Dear Capt. Misch:

Per Paragraph 6.B of the Agreement, the financial arrangements may be adjusted every twelve months by Continental upon notice to the County to adjust the cost per meal at a rate equal to the then-current rate published for the relevant Consumer Price Index Food Away from Home. The contract extension will include a CPI Increase of 4.68% to the cost per meal for the extension year September 26, 2021, to September 25, 2022.

Very truly yours,

Continental Café, Inc.,
d/b/a Canteen Correctional Services

By:  10/25/21
Name: Stephen O'Keefe
Title: President

Accepted and Agreed:

The County of Macomb

By: _____
Name:
Title:

Series Id: CUUR0000SEFV,CUUUS0000SEFV
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: Food away from home
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	240.713	240.930	241.409	242.236	242.642	243.016	243.409	243.811	244.036	244.350	244.970	245.300	243.069	241.824	244.313
2014	245.481	246.187	246.878	247.534	247.952	248.445	249.210	249.801	250.570	251.100	251.987	252.628	248.981	247.080	250.883
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	256.101	254.460	257.742
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	262.695	261.213	264.177
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	268.826	267.294	270.358
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	275.893	274.241	277.545
2019	280.380	281.373	281.887	282.798	283.394	284.316	284.891	285.507	286.246	286.791	287.255	288.078	284.410	282.358	286.461
2020	289.137	289.781	290.216	290.639	291.709	293.219	294.599	295.437	297.080	297.893	298.253	299.369	293.944	290.784	297.105
2021	300.382	300.540	300.897	301.819	303.481	305.634	305.023	308.336	310.996	313.592			305.070	302.126	309.487
	Sep-10	227.075	Sep-11	233.032	Sep-12	239.565	Sep-13	244.036	Sep-14	250.57	Sep-15	257.83	Sep-16	264.102	
	Sep-11	233.032	Sep-12	239.565	Sep-13	244.036	Sep-14	250.57	Sep-15	257.83	Sep-16	264.102	Sep-17	270.353	
		2.62%		2.80%		1.87%		2.68%		2.90%		2.43%		2.37%	
	Sep-17	270.353	Sep-18	277.258	Sep-19	286.246	Sep-20	297.080	Sep-21	310.996					
	Sep-18	277.258	Sep-19	286.246	Sep-20	297.080	Sep-21	310.996							
		2.55%		3.24%		3.78%		4.68%							

Number of Inmates	Current Price Tier	2012 CPI Increase -		2013 CPI Increase -		2014 CPI Increase -		2015 CPI Increase -		2016 CPI Increase -		2017 CPI Increase -		2018 CPI Increase -		2019 CPI Increase -		2020 CPI Increase -		2021 CPI Increase -	
		Sept 11 - Sept 12	Sept 12 - Sept 13	Sept 12 - Sept 13	Sept 13 - Sept 14	Sept 13 - Sept 14	Sept 14 - Sept 15	Sept 14 - Sept 15	Sept 15 - Sept 16	Sept 15 - Sept 16	Sept 16 - Sept 17	Sept 16 - Sept 17	Sept 17 - Sept 18	Sept 17 - Sept 18	Sept 18 - Sept 19	Sept 18 - Sept 19	Sept 19 - Sept 20	Sept 19 - Sept 20	Sept 20 - Sept 21	Sept 20 - Sept 21	
801-900	\$ 1.0460	\$ 1.0753	\$ 1.095	\$ 1.095	\$ 1.125	\$ 1.157	\$ 1.185	\$ 1.214	\$ 1.245	\$ 1.285	\$ 1.330	\$ 1.392	\$ 1.460	\$ 1.530	\$ 1.600	\$ 1.670	\$ 1.740	\$ 1.810	\$ 1.880	\$ 1.950	\$ 2.020
901-1000	\$ 0.9940	\$ 1.0218	\$ 1.041	\$ 1.041	\$ 1.069	\$ 1.100	\$ 1.127	\$ 1.153	\$ 1.183	\$ 1.221	\$ 1.264	\$ 1.323	\$ 1.382	\$ 1.441	\$ 1.500	\$ 1.559	\$ 1.618	\$ 1.677	\$ 1.736	\$ 1.795	\$ 1.854
1001-1100	\$ 0.9453	\$ 0.9718	\$ 0.9899	\$ 0.9899	\$ 1.0165	\$ 1.046	\$ 1.071	\$ 1.097	\$ 1.125	\$ 1.161	\$ 1.202	\$ 1.258	\$ 1.314	\$ 1.370	\$ 1.426	\$ 1.482	\$ 1.538	\$ 1.594	\$ 1.650	\$ 1.706	\$ 1.762
1101-1200	\$ 0.9028	\$ 0.9281	\$ 0.9454	\$ 0.9454	\$ 0.9708	\$ 0.999	\$ 1.023	\$ 1.047	\$ 1.074	\$ 1.109	\$ 1.148	\$ 1.201	\$ 1.254	\$ 1.307	\$ 1.360	\$ 1.413	\$ 1.466	\$ 1.519	\$ 1.572	\$ 1.625	\$ 1.678
1201-1300	\$ 0.8775	\$ 0.9021	\$ 0.9189	\$ 0.9189	\$ 0.9436	\$ 0.971	\$ 0.995	\$ 1.018	\$ 1.044	\$ 1.078	\$ 1.116	\$ 1.168	\$ 1.220	\$ 1.272	\$ 1.324	\$ 1.376	\$ 1.428	\$ 1.480	\$ 1.532	\$ 1.584	\$ 1.636
1301-1400	\$ 0.8630	\$ 0.8872	\$ 0.9038	\$ 0.9038	\$ 0.9280	\$ 0.955	\$ 0.978	\$ 1.001	\$ 1.027	\$ 1.060	\$ 1.097	\$ 1.149	\$ 1.201	\$ 1.253	\$ 1.305	\$ 1.357	\$ 1.409	\$ 1.461	\$ 1.513	\$ 1.565	\$ 1.617

COMMISSARY SERVICES AGREEMENT

This COMMISSARY SERVICES AGREEMENT (the "Agreement") is made effective as of September 26, 2011, by and between the County of Macomb, with offices at 43565 Elizabeth Road, Mt. Clemens, Michigan 48043 (the "County"), and Continental Café, Inc., a Michigan corporation d/b/a Canteen Correctional Services, with principal offices located at 35710 Mound Road, Sterling Heights, Michigan 48310 ("Continental"). The County and Continental are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the County desires to avail itself of Continental's commissary services; and

WHEREAS, Continental desires to perform such services for the County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound hereby, agree as follows:

1. Grant. The County grants unto Continental, as an independent contractor, the exclusive right to operate inmate commissary services at the Macomb County Jail located at 43565 Elizabeth Road, Mt. Clemens, Michigan 48043 ("Premises") (the "Services") and the exclusive right to sell to inmates at such Premises, food products, non-alcoholic beverages, and other such articles as approved by the County ("Products"). The County must approve all Commissary Products offered for sale.

2. Continental's Responsibilities.

A. Continental shall provide commissary service to the County on a weekly basis or as mutually agreed to by the County and Continental.

B. Continental shall purchase and pay for the Products. Products shall be the property of Continental.

C. Continental may utilize its proprietary electronic delivery systems, its inmate banking system and commissary management system as mutually agreed to by the County and Continental.

D. Continental shall be responsible for janitorial service in the commissary area under Continental's control.

E. Continental shall hire all employees or engage all independent contractors necessary for the performance of this Agreement. All such individuals shall be subject to such health examination as the County, state, or federal authority may require in connection with their employment/engagement, including background checks and drug testing. All persons employed by Continental will be the employees of Continental, and not of the County.

F. Continental shall secure and pay for all federal, state and local licenses, permits and fees required for the commissary services operation. Continental shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder.

3. The County's Responsibilities

A. The County shall, without cost to Continental, provide Continental with the necessary space for the operation of its commissary services, and shall furnish, without cost to Continental, all utilities and facilities reasonable and necessary for the efficient performance of Continental's services hereunder, include, but not limited to, the following: heat, hot and cold water, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

B. The County shall, at its own cost and expense, provide equipment, facilities, and floor space as available for the efficient provision of Continental's commissary services. The County will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by the County becomes inoperative, hazardous, or inefficient to operate Continental shall notify the County. The County shall permit Continental to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by the County to Continental are the sole property of the County, and Continental will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the County.

C. The County shall furnish building maintenance services for the Premises and shall provide maintenance and equipment repairs "and replacements for the County owned equipment. The County shall, at its expense, provide Continental with adequate preparation facilities at the Premises completely equipped and ready to operate together with such heat, refrigeration and utilities services as may be reasonably required for the efficient performance of the Agreement.

D. The County shall provide reasonable and adequate physical security at all times for Continental employees, suppliers, management and other authorized visitors

E. The County shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to its activities

4. Personnel.

Continental shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers having approved medical and other clearances at the designated commissary service area. The number of inmates required shall be determined by the County based on availability and need prior to the commencement and throughout the course of operations. Such inmates shall be

assigned duties in the commissary operation that may include sanitation, food preparation and production, and storeroom functions.

5. Insurance and Indemnification.

A. Continental shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: (i) general liability (including contractual liability, products and completed operations, independent contractors coverage, broad form general liability extensions or equivalent) in an amount not less than \$1,000,000 combined single limit for each occurrence with an annual aggregate of not less than \$2,000,000; (ii) workers' compensation in an amount not less than that required by applicable statute, (iii) employers' liability coverage with minimum limits of \$500,000 each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease each employee, (iv) motor vehicle liability insurance with limits of \$1,000,000 combined single limit for each occurrence for bodily injury and property damage, (v) professional liability insurance with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. The County shall obtain and maintain insurance for the operation of the Premises, equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

C. Certificates of Insurance for such coverage as required under this Agreement and obtained by Continental shall be provided by Continental with the County being named as an additional insured in respect to such coverage (other than worker's compensation) prior to the commencement of Services hereunder.

D. The County and Continental shall waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

E. Each Party shall indemnify, defend, and hold harmless the other Party from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by its sole negligence or wrongful act. Notwithstanding the foregoing, Continental shall not be responsible for damages caused by inmates.

F. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying Party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder. The indemnifying Party shall have the sole discretion to defend and settle such indemnification claim.

6. Financial Arrangements.

A. Continental shall process orders for Products from inmates in accordance with Continental's standard procedures. Continental shall have access to each inmate account for the purpose of verifying that there are sufficient funds in such account to cover, and to debit such account to pay for, a Product order placed by such inmate including but not limited to any sale, use or other taxes related thereto.

B. Continental shall provide a list of commissary items, including pricing, for approval by the Jail Administrator or his/her designee. Any change to the list of items or price shall be submitted to the Jail Administrator for approval ten (10) days in advance of such change.

C. Continental shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by Continental during such week, if any. The term "Gross Sales" shall mean total Products sales minus applicable state and local sales or use taxes and minus Indigent Product sales. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the inmate, and the Product is not returned. For purposes of this Agreement, no returns will be honored, unless the inmate who ordered a Product, refuses delivery of such Product at the time such Product is delivered, or unless such inmate is released prior to such delivery.

D. Continental shall bill the County on a weekly basis for Gross Sales plus sales tax made during the immediately preceding week, together with any additional services provided during such week. Payment shall be made by check payable to Continental Café, Inc. within fifteen (15) days after the invoice date. Such payment shall be sent to the address set forth in the Notice Section. Any invoices are not paid within fifteen (15) days of the invoice date, interest shall be charged on each invoice at twelve percent (12%) per annum on the unpaid balance.

E. Continental shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the UnderSheriff or his/her designee each month.

F. Continental shall pay to the County a commission in an amount equal to forty and one-half percent (40.5%) of Gross Sales of all Products, other than stamps and pre-stamped envelopes, phone cards, all pass-through items and Indigent Products (Products noted as such when approved by the County) provided by Continental. Within thirty (30) days after the end of each month, Continental shall deliver to the County a check covering commissions on Gross Sales made during such month. The foregoing commission is based on Continental providing services to the County under this Agreement and a Food Service Agreement dated as of the date hereof between Continental and the County (the "Food Service Agreement"). In the event the Food Service Agreement is terminated, the financial arrangements under this Agreement will be adjusted consistent with Continental's quote which provided for a commission with and without a Food Service Agreement.

7. Term and Termination.

A. Unless sooner terminated as provided herein, the term of this Agreement shall commence on September 26, 2011 and continue through September 25, 2014 (“Initial Term”). By mutual agreement, this Agreement may be renewed for three (3) additional twelve (12) month periods. Thereafter, the County and Continental may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Continental.

B. 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 10 of this Agreement, the Party claiming such failure shall give the other Party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured Party may cancel the Agreement effective thirty (30) days after the end of said thirty (30) day period.

C. If this Agreement is terminated under any circumstances, the County shall pay Continental for all services provided by Continental up to and including the date of termination, at the rates and within the payment periods set forth in this Agreement.

D. Upon the termination or expiration of this Agreement, Continental shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Continental, and where applicable, remove its property and equipment and return the Premises to the County, together with all the equipment furnished by the County pursuant to this Agreement, in the same condition as when originally made available to Continental, excepting reasonable wear and tear and fire and other casualty loss.

8. Confidential Information. All personnel materials and information, including, but not limited to, software, technical manuals, recipes, policy and procedure manuals and computer programs relative to or utilized in Continental’s business (collectively, the “Continental Proprietary Information”) are and shall remain confidential and the sole property of Continental and constitutes trade secrets of Continental. The County shall keep all Continental Proprietary Information confidential and shall use the Continental Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Continental Proprietary Information without the prior written consent of Continental. Upon the expiration or any termination of this Agreement, all materials containing any Continental Proprietary Information, shall be returned to Continental.

Continental understands that records of the County are subject to the Michigan Freedom of Information Act and that all of the information Continental considers “proprietary” may not be proprietary under the Freedom of Information Act. If the County receives a Freedom of Information Act request for records relating to Continental, the County will notify Continental immediately before releasing such information to afford Continental the opportunity to contest any disclosure in the appropriate court.

Continental further understands that regulatory licensing and accreditation agencies may require that such confidential information be provided to them. If the County receives such a request, the County will notify Continental immediately before releasing such information to afford Continental the opportunity to take whatever action it deems necessary to protect what it considers to be proprietary information, except in instances where any local, state or federal inspectors request for immediate delivery of policies, procedures, or manuals.

9. Independent Contractor Relationship. Continental shall be an independent contractor and shall retain control over its employees and agents. The employees of Continental are not, nor shall they be deemed to be, employees of the County and employees of the County are not, nor shall they be deemed to be, employees of Continental.

10. Excused Performance/Force Majeure. If the performance of any terms or provisions herein (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 riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the Party whose performance 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 cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

11. Assignment. Neither Continental nor the County may assign or transfer this Agreement, or any part thereof, without the written consent of the other Party. If this Agreement is properly assigned, then it will bind and benefit the successors and assigns of the Parties

12. Entire Agreement and Waiver. This Agreement together with the County's request for proposal, including all addenda, and Continental's response which are incorporated herein and made a part hereof as if fully set forth in this Agreement constitute the entire Agreement between the Parties with respect to the provision of Continental's Services, and there are no other or further written or oral understandings or agreements with respect thereto. In the event of any ambiguity or conflict between this Agreement and the County's request for proposal or Continental's response, the provisions of this Agreement shall govern. 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 representatives of Continental and the County. This Agreement supersedes all other agreements between the Parties for the provision of Continental's Services on the Premises.

13. Notices. All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the address stated below or at any other address as designated by one Party upon notice to the other Party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt; (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to the County: Macomb County Purchasing Macomb County Office of the Sheriff
 Polly A. Helzer, Purchasing Manager Michelle Sanborn, Jail Administrator
 10 N. Main Street – 13th Floor 43565 Elizabeth Road
 Mt. Clemens, MI 48043 Mt. Clemens, MI 48043

If to Continental: Continental Café, Inc.
 Attn: James D. Bardy
 35710 Mound Road
 Sterling Heights, MI 48310

With copy to: Bodman PLC
 Attn: Forrest O. Dillon
 6th Floor at Ford Field
 1901 St. Antoine Street
 Detroit, MI 48226

14. Information Technology Services. In connection with the services being provided hereunder, Continental may desire to operate certain information technology systems not owned by the County (“Non-County Systems”), which Continental may request to interface with or connect to the Count’s networks, internet access, or information technology systems (“County Systems”). Continental shall be responsible for all Non-County Systems, and the County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Continental serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Continental will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (“Data Protection Rules”). If Non-County Systems interface with or connect to County Systems, then County agrees upon request from Continental use their best efforts to attempt to implement, the changes to the County Systems that Continental reasonably requests and believes are necessary or prudent to ensure Continental’s compliance with the Data Protection Rules.

15. Signatures. Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both Parties.

16. Governing Law and Venue. This Agreement shall be governed by Michigan law without regard to conflict of law principles and jurisdiction for any dispute between the Parties shall be in the state court and/or federal courts of the county of Macomb, state of Michigan.

17. Press Releases. Continental shall coordinate with the County Sheriff or his/her designee on any and all press or media releases.

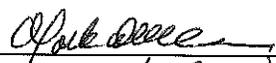
18. Severability. If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**Continental Café, Inc., d/b/a
Canteen Correctional Services**

**The County of Macomb
State of Michigan**

By: 
Name: ~~ANTHONY KRYSZEWSKI~~
Title: EXECUTIVE V.P.

By: 
Name: MARK DEZDIN
Title: DEPUTY COUNTY EXECUTIVE