

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND KEEFE COMMISSARY NETWORK, LLC

This Agreement is entered into this 5th day of June, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Keefe Commissary Network, LLC, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing inmate commissary services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B – Request for Proposal
- Exhibit C – Keefe Commissary Network, LLC - Response to Request for Proposal
- Exhibit D – Keefe Commissary Network, LLC - Revised Proposal
- Attachment I—§ 504 Compliance

** Exhibits B and C are incorporated by reference as a part of this agreement. They may be viewed upon request to County.*

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of County allowing Contractor to provide inmate commissary services within the County's jails, Contractor will provide and install all equipment, software, supplies, support, and warranties associated with a full service commissary operation and will pay County as set forth herein. The full service commissary operation shall comply in all respects with Exhibit A to this Agreement.

3. PAYMENTS

A. Compensation to County

1. As compensation for allowing Contractor to provide inmate commissary services on County premises, Contractor will compensate County with a forty-nine percent (49%) commission on all commissionable sales for commissary and web orders.

B. Minimum Annual Guarantee (MAG) to County

1. Contractor further guarantees the County of San Mateo a minimum of \$580,000 a year.
2. Contractor agrees to review the Minimum Annual Guarantee rate every 6 months in order to true up any shortages.

C. Prorated Refund of MAG upon Early Termination by County

If the Agreement is terminated by County prior to the expiration of a contract year County shall refund to Contractor a prorated amount of the MAG Payment paid in the prior six (6) month period; the prorated refund will be calculated by the following formula: (MAG Payment/6) x Remaining Months until next MAG Payment. By way of illustration, if this Agreement is cancelled or a material interruption occurs with two (2) months remaining in a MAG Payment

cycle, County would be responsible for refunding to Contractor the sum of Ninety-Six Thousand Six Hundred Sixty-Six Dollars Sixty-Seven Cents (\$96,666.67) $[(\$290,000/6) \times 2]$. County will make any refund payments within ninety (90) days of termination. County acknowledges that early termination of this Agreement by County precludes County from receiving future MAG payments.

D. Refund upon Material Interruption

If a material interruption, as defined below, occurs, County shall refund to Contractor a prorated amount of the MAG Payment paid in the prior six (6) month period; the prorated refund will be calculated by the following formula: $(\text{MAG Payment}/6) \times \text{Remaining Months until next MAG Payment}$. By way of illustration, if material interruption occurs with two (2) months remaining in a MAG Payment cycle, County would be responsible for refunding to Contractor the sum of Ninety-Six Thousand Six Hundred Sixty-Six Dollars Sixty-Seven Cents (\$96,666.67) $[(\$290,000/6) \times 2]$. If a material interruption occurs and the Agreement is not terminated, in addition to repayment of the prorated amount, the Parties agree to meet and confer prior to the due date for the next MAG payment to reset the MAG payment due based on reasonably anticipated future commissions.

A "material interruption" will be deemed to have occurred if: (a) the total in-custody population of the San Mateo County Jails, which includes the Maguire Correctional Facility (MCF), Maple Street Correctional Center (MSCC), and the Men's and Women's Transitional Facilities, falls below 850 inmates for a period of three consecutive months causing commissionable sales to fall below an average of \$100,000 per month; or (b) the County implements a material change in policy or procedure causing commissionable sales to fall below an average of \$100,000 per month.

1. County agrees that the MAG Payment shall offset the commission owed to County for the corresponding six (6) month period up to the amount of the MAG Payment.

E. Schedule of Payments

1. Contractor will pre-pay \$290,000 (50% of the MAG) to County on or before the start date of this contract.
2. Contractor will continue to pre-pay the Minimum Annual Guarantee to County on a bi-annual basis tied to the start date of this contract.
3. Contractor will review commissions every six (6) months and provide a true-up payment to County if actual commissions exceed the Minimum Annual Guarantee.
4. Bi-annual commission payments shall be due every 6 months from the start date of this contract. A late penalty fee at the rate of 5% will be applicable on the amount for each day late.

4.1. Payment Schedule:

Amount	Due Date
\$290,000	September 1, 2018
\$290,000	March 1, 2019
\$290,000	September 1, 2019
\$290,000	March 1, 2020
\$290,000	September 1, 2020
\$290,000	March 1, 2021

* Any applicable true up payments will be due within 15 days of each 6-month period

4. TERM

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **September 1, 2018** through **August 31, 2021**. At its sole discretion, the County may exercise the option to extend this agreement by up to an additional two one (1) year renewals thereafter, by written notification to Contractor by County, or no later than 30 days prior to the termination of the original three year term or first one year renewal term.

5. TERMINATION

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff's designee at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. CONTRACT MATERIALS

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. HOLD HARMLESS

A. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. INSURANCE

A. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Insurance certificates shall specify 30 days' notice (10 days' notice for nonpayment) will be given, in writing, to County of any pending cancellation of the policy. Contractor shall give written notice to the County of any pending material change in the limits of liability or modification of the policy 30 days' in advance of such change.

B. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

C. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

1. Comprehensive General Liability.....\$1,000,000
2. Motor Vehicle Liability Insurance.....\$1,000,000
3. Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. NON-DISCRIMINATION AND OTHER REQUIREMENTS

A. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

B. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

C. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

D. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

E. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and

requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

F. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

G. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

H. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy

consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. RETENTION OF RECORDS; RIGHT TO MONITOR AND AUDIT

(a) Contractor shall maintain all required electronic and hard copy records relating to services provided under this Agreement for six (6) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. MERGER CLAUSE; AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. CONTROLLING LAW; VENUE

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

<i>In the case of County, to:</i> Veronica Ruiz, Management Analyst San Mateo County Sheriff's Office 400 County Center Redwood City, CA 94063 (650) 363-7819 vruiz@smcgov.org	<i>In the case of Contractor, to:</i> Angelo Leber, Regional Manager Keefe Commissary Network, LLC 13369 Valley Boulevard Fontana, CA 92335 (909) 429-6963 aleber@keefegroup.com
---	---

18. **ELECTRONIC SIGNATURE**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. **PAYMENT OF PERMITS/LICENSES**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR: **KEEFE COMMISSARY NETWORK, LLC**

	<u>6/20/18</u>	John Puricelli
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EXHIBIT A **SERVICES**

1. Description of Services Provided

At no cost to County, Contractor shall provide a full service commissary operation, enabling inmates to purchase commissary items with minimal assistance from custody staff. Commissary services as described in this agreement shall be provided at the following locations:

Maguire Correctional Facility
300 Bradford Street
Redwood City, CA 94063

Maple Street Correctional Center
1300 Maple Street
Redwood City, CA 94063

A. Implementation

- 1) Project initiation and planning
- 2) Contractor will provide and install all equipment, software, supplies, support, and warranties with regard to the full service commissary operation
 - (a) All costs associated with the conversion of data from the County's COMICS system to the Contractor's financial system will be the responsibility of the Contractor
 - (b) Contractor is responsible for coordinating integration of the County's Jail Management System (JMS) with the Contractor's system at no cost to the County
- 3) Contractor will buy back County's remaining commissary inventory at cost
- 4) Phone ordering will be used as a bridge until the tablets are ready to deploy and be the main method of ordering and act as a backup ordering solution if tablet ordering is not available

B. Training and Support

- 1) Contractor will provide County employees with all necessary training with regard to commissary and banking service technology, prior to the start of the contract implementation date, free of charge
- 2) Contractor will provide 24-hour, 7 day a week, 365 day a year in-house support of inmate commissary system

C. Full Service Commissary Operation

- 1) All commissary orders will be bagged off site
- 2) Orders will arrive via Keefe delivery truck or common carrier
- 3) San Mateo County commissary staff will deliver to inmates based on mutually agreed upon schedule between the County and Contractor
- 4) Contractor will provide off-site fiduciary staff member(s) to handle inmate transactions after the time the inmate is booked until the point of release. Fiduciary staff member will work on designated hours for County to reference for support.
- 5) Securepak online package program available for friends and family, 24/7, 365 days
- 6) Contractor will provide County with full access to their large product selection for in house commissary orders and online package orders
- 7) Sheriff to approve commissary menu and prices
- 8) Contractor will provide County with two (2) Access Corrections lobby deposit kiosks with cash, CC/debit, web and phone deposit options
- 9) Contractor will provide County with one (1) booking / intake kiosk – Cash removal process performed by vendor to be discussed with County
- 10) Contractor will provide County with access to Contractor's Online Banking and Commissary Network software for booking and release of inmates
- 11) Contractor's financial system shall integrate with JMS at no cost to County
- 12) Secure release Debit Card system will be provided at no cost to the County

13) Contractor will provide PC workstation with printer to enable corrections staff to print checks

D. Online, Telephone, and Lobby Kiosk Systems

- 1) Contractor will provide families and friends of inmates with reliable, secure methods to deposit funds into an inmate's personal fund account at no cost to County. Methods will include:
 - Secure website for debit/credit card deposits
 - Toll-free telephone for debit/credit card deposits
 - Cashiering kiosks for cash and debit/credit card deposits
- 2) Contractor shall ensure that all deposit limits specified by the County are strictly enforced
- 3) Contractor may charge the following deposit service fees:

San Mateo County Deposit Fee Schedule		
	Deposit Range	Fee
Kiosk - Cash Fee	\$0.01 - \$300.00	\$0.00
Kiosk - Credit Fee	\$0.01 - \$300.00	\$0.00
Web - Credit Fee	\$0.01 - \$19.99	\$3.95
Web - Credit Fee	\$20.00 - \$99.99	\$6.95
Web - Credit Fee	\$100.00 - \$199.99	\$8.95
Web - Credit Fee	\$200.00 - \$300.00	\$10.95
Phone - Credit Fee	\$0.01 - \$19.99	\$4.95
Phone - Credit Fee	\$20.00 - \$99.99	\$7.95
Phone - Credit Fee	\$100.00 - \$199.99	\$9.95
Phone - Credit Fee	\$200.00 - \$300.00	\$11.95

- 3.1 Contractor shall not increase the above service fee amounts without the express prior written consent of the County
- 3.2 The service fee must be disclosed to the user prior to finalizing the deposit

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Khadeeja Morse

Name of Contractor(s):

Keefe Commissary Network, LLC

Street Address or P.O. Box:

13369 Valley Boulevard

City, State, Zip Code:

Fontana, CA 92335

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Executive Vice President

Date:

6/20/18

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible