

CONSULTANT: Keefe Commissary Network, L.L.C.
CONTACT PERSON: Jermaine Washington
ADDRESS: 13369 Vally Boulevard
Fontana, CA 92335
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 43-1856999
TELEPHONE/FAX NUMBER: (216) 633-7897
COUNTY DEPT: Sheriff's Office Corrections Bureau
DEPT. CONTACT PERSON: Dawn Cicero
TELEPHONE/FAX NUMBER: (425) 388-3535
PROJECT: Jail Commissary Services
AMOUNT: \$ 3,000,000 (excluding extensions)
FUND SOURCE: Inmate Commissary Fund 108 538 370 4195
CONTRACT DURATION: April 1, 2025, through March 31, 2031
unless extended or renewed pursuant to
Section 2 hereof.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Keefe Commissary Network, L.L.C., a Washington foreign limited liability company (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is providing commissary services to Snohomish County Corrections ("Jail"). The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 24-029JM.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall govern services from April 1, 2025, (the “Effective Date”) through March 31, 2031; PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional five (5) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than March 31, 2031; PROVIDED FURTHER, that the County’s obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

A. Services. Compensation is detailed in Schedule A, previously incorporated herein.

B. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3A above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

C. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than weekly. Each invoice shall include an itemization of the dates for which services were provided, including the itemized list of goods provided and commissions credited for those dates. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

D. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoPayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes

No

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$ 3,000,000 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties' partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume

exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Dawn Cicero
Title: Finance Manager
Department: Sheriff's Office Corrections Bureau
Telephone: (425) 388-3535
Email: Dawn.Cicero@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the

errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

A. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees, and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

B. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and

shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to

the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Professional Liability: \$1,000,000.00 per occurrence or claim;

iii. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iv. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

v. Employers' Liability or "Stop Gap" coverage: \$1,000,000.00;

vi. Crime Insurance: \$500,000.00 minimum limit per occurrence or claim for employee theft, wire transfer, computer fraud, forgery, and mail

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's

Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor’s work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within seven (7) business days of written notice to do so by the County, the

County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Sheriff's Office Corrections Bureau
3000 Rockefeller Avenue, M/S 509
Everett, Washington 98201
Attention: Dawn Cicero
Finance Manager

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor: Keefe Commissary Network LLC
10880 Linpage Place
St. Louis, MO 63132
Attention: John Puricelli
Executive Vice President

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information

solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

27. Complete Agreement. The Contractor was selected through the County’s RFP identified in Section 1. The RFP and the Contractor’s response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor’s response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor’s response, the RFP shall govern.

28. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

29. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

30. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

31. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

32. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

33. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

34. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

“County”
Snohomish County:

“Contractor”
Keefe Commissary Network, LLC:

County Executive Date

 2/21/25

Executive Vice President Date

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Risk Management Date

Legal Counsel to the Contractor Date

Approved as to form only:

Marsh, George Digitally signed by Marsh, George
Date: 2025.02.19 13:33:37 -08'00'

Deputy Prosecuting Attorney Date

Schedule A
Scope of Services

Schedule A
Scope of Services

Contractor shall provide to the County within its Correctional Facility (“Facility”), a turnkey Commissary System, Keefe Commissary Network (“System”), which includes commissary program and accounting management services, armored deposit services, hardware and software, public-facing account deposits and package services (Access Securepak, defined in Section 4(vi)). Contractor System will be configured to align with Facility operations to manage commissary ordering and distribution efficiently and safely within the Facility and shall include licensed software, hardware, live 24/7 Technical Support, self-service kiosks as needed by County, hosted banking and Access Corrections (defined in Section 4(v)) deposit service.

County may choose to utilize the Keefe Legacy system or upgrade to the latest version of trust accounting and commissary systems offered by Contractor, Keefe.Cloud. The comparison of features for both systems is included in Attachment A to this Scope of Services. Contractor will provide all configuration support and training related to County’s upgrade to Keefe.Cloud if such upgrade is requested by County. All Contractor supplied hardware and software shall be maintained by the Contractor and function independently without access to County network resources. Software shall be licensed adequately for use by all housed individuals in the Facility as well as administrative Jail staff.

Section 1. CONTRACTOR SHALL PROVIDE THE FOLLOWING DELIVERABLES:

A. COMMISSARY ORDER AND FULFILLMENT

- i. Make available for purchase by all male and female inmates commissary items including, but not limited to:
 - a. Hygiene products;
 - b. Writing materials;
 - c. Games;
 - d. Snacks;
 - e. Candies; and,
 - f. limited clothing selection
- ii. Provide Indigent Packs and Bin Box Supplies to the County at the costs listed in Section 4 of this Scope of Services, without added commission.
- iii. Maintain a 98% order item fulfillment rate for items included in submitted orders, without substitution. After the initial start-up period of 30 days, failure to maintain a 98% fulfillment rate, as measured by total items delivered, divided by total items ordered in a seven (7) day period may be cause for contract termination.
- iv. Process Orders electronically every Sunday morning for delivery the following week. Deliver commissary orders organized by housing unit, to the Facility between the hours of 6:30 a.m. and 2:00 p.m. on Tuesday, Wednesday, Thursday, and Friday. Commissary service to each inmate shall be provided at least once per week.
- v. Pay County a commission on each item sold to an inmate pursuant to Section 4 of this Scope of Services. The commission shall be reflected as a credit adjustment on the Contractor’s weekly invoice to the County.
- vi. Process commissary orders in a secure off-site environment. Jail staff may inspect the site without prior notice.

Schedule A
Scope of Services

- vii. Expect to experience delivery delays on a routine basis due to access restrictions, as the Facility is a maximum-security facility.
- viii. Deliver commissary orders in clear perforated, plastic bags with tamperproof seals. There shall be two (2) copies of the order receipt sealed within the bag. The receipt shall contain the following information:
 - a. Inmate Name
 - b. Inmate Location
 - c. Inmate ID Number
 - d. Items and quantity included
 - e. Total of order and sales tax
 - f. Balance of the account after the order
- ix. Wrap, package and/or date food items for individual consumption.
- x. Make all containers of non-breakable material and clear where available.
- xi. Provide combs no longer than six (6) inches long and made of non-breakable plastic.
- xii. Ensure all consumable products are nonalcoholic (mouthwash, etc.).
- xiii. Box all commissary orders by housing unit. All boxes must be clearly marked on the outside with the housing unit to provide maximum efficiency for delivery.
- xiv. Make available comprehensive step-by-step instructions within Keefe's software solutions, and deliver classroom-style training sessions, supplemented by online, print, or video documentation for commissary ordering solution users, published at the US Level 1 literacy range.
- xv. Prevent credits and refunds proactively using Contractor Supply Chain Impact Management process, a stock level ordering system that identifies out of stock items during both order and fulfillment stages of the commissary ordering process; process and refunds to package buyers for errors during delivery and cancellation.

B. SOFTWARE AND HARDWARE

During the term of this Agreement, Contractor shall supply County with the computer equipment and Keefe software necessary to provide the commissary services. County agrees to return all computer equipment and Keefe Software to Contractor in workable order upon contract termination. Contractor hereby grants to County a non-exclusive, royalty-free license to use the Keefe software during the term of this Agreement. All software supplied by Contractor is proprietary and shall at all times remain the property of Contractor with title and all rights vested in and retained by Contractor. County hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Contractor shall remain the property of Contractor unless otherwise expressly agreed to by the Parties in writing.

The Contractor shall provide the Jail with necessary software and hardware required to administer the System. The hardware and software provided are expected to be in use 24 hours/day, 7 days/week, 365 days/year and

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shall be designed and maintained to be continuously operational with infrequent and minimally disruptive periods of unavailability or outage. Initial hardware requirements include: monitors and lobby intake kiosks.

Contractor shall:

- a. Conduct the initial installation and configuration of the software and provide software support to make configuration changes as needed and perform software upgrades as they become available during the life of this Agreement.
 - b. Train all County staff initially required to operate any related hardware or software, utilizing role-based instructional materials customized to the County's configuration and provide ongoing training to employees as needed. Training shall be provided at no charge to the County.
 - c. Provide the following to insure maximum utilization and minimal down time with the proposed software and hardware: documentation, on-going support, and a toll-free 24-hour emergency line.
 - d. Hardware updates and/or replacements must be provided free of charge to the County for the length of the contract.
- ii. The software administration functions for Jail staff shall include:
- a. Provide for administration of an ordering system with the ability to set multiple spending limits for commissary Items.
 - b. Automatically update items for pricing and availability, and support addition and deletion of items.
 - c. Assign quantity restrictions for each item and for all categories of items.
 - d. Provide a method for handling return or cancellation of items that have been ordered but received after the inmate has been released, as well as a process for refund to the inmate.
 - e. User level access control and security authorization profiles based on role.
 - f. Full inmate accounting system with unique individual identification number that can support multiple bookings and releases on the same account.
 - g. Ability to assign debts to accounts that will automatically collect and transfer funds from account deposits upon re-incarceration, with configuration settings that limit by percentage such debt collected.
 - h. Review of each booking instance and its related financial history.
 - i. Web services API or SFTP file update capability to transfer Jail Management System (JMS) data for initial inmate account setup upon booking and updates to housing assignments.
 - j. Financial management tools including transaction entry, reconciliation and banking functions needed to perform accounting functions in alignment with generally accepted accounting principles.
 - k. Ability to add charges to inmate accounts for services outside of commissary (e.g. medical, property damage, haircuts).
 - l. Functions to print checks with remaining balance during the inmate release process.
- iii. The inmate-facing functions of the software shall include:

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- a. Controlled access with PIN or password to protect from unauthorized access or logins to specific account and personal information.
- b. Real-time account balances and detailed transaction history of credits and debits for each individual account.
- c. Ordering controls that allow only purchase of in-stock and available items based upon Contractor inventory and inmate account restrictions.
- d. Full detailed order history for each inmate account.
- e. Communication options to send inquiries and receive information about individual account concerns that can be monitored by and responded to by County.
- f. Interface allowing the ability to transfer inmate funds from their Commissary account into the Inmate Communications account held with Smart Communications, LLC. There shall be no charge to the inmate to transfer funds in this manner.
- g. Coordination needed for inmates to place commissary orders using the tablets provided by the County's Inmate Communications vendor, currently Smart Communications, LLC.

C. SOFTWARE MAINTENANCE RESPONSE AND SERVICE

- i. A "Maintenance Response" is defined as a service technician capable of repairing reported trouble either on site or remotely accessing the System with the capability of correcting the trouble, depending on the type and nature of the problem.
- ii. The Contractor shall provide a 24-hour-a-day, 7-day-a-week emergency number for reporting software problems to insure maximum utilization and minimal downtime. The Contractor shall provide a three (3) hour or better response time to calls for service that can be resolved via remotely accessing the System through an external modem.
- iii. The Contractor shall provide a twenty-four (24) hour response time to calls for service which require on-site resolution.
- iv. The Contractor will provide a narrative description of standard operating procedures for normal System administration tasks specific to the Contractor software. This description should include/identifying specialized technical skills that will be required by Jail personnel/central IT staff and recommended guidelines for file backup.
- v. The Contractor is responsible for certifying that all software installed as part of this Agreement, and all systems attached to Snohomish County communications services are free of viruses. The minimum action required is documentation of anti-virus software licenses and documentation of company virus scanning procedures to be followed by the Contractor prior to access/installing software within the County environment.
- vi. Secure remote access is only available by external modem that does not interface with the County network or the jail management system. Access is to be coordinated through the Information Technology department service provider. The Contractor is responsible for maintaining a secure dial-in service capability compatible with a criminal justice environment, external modem, and telephone service capability. The Information Technology department will provide the necessary technical information. All access is subject to review and approval by the Information Technology department. Costs will be covered by the contractor.

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vii. When recommending or performing future software upgrades and/or fixes, Contractor is responsible for informing County and the Information Technology department of potential impacts on existing hardware/operating system configurations. Specifically, the Contractor must notify County and Information Technology department that software enhancements will require modifications to workstation configurations.

D. FINANCIAL SYSTEM AND SERVICES

i. Contractor shall submit on a weekly basis the detail and total amount of inmate gross sales for the week. This amount will be compared to the Jail total and any discrepancies between those two totals will be investigated by County and Contractor until a balance is agreed upon by both parties.

ii. Contractor shall submit a weekly sales statement as an invoice payable by the County. Payment will be issued by the County upon receipt and verification of the statement.

iii. The Contractor's financial system must provide the ability to assign state sales tax whereby tax shall be collected on taxable items and system shall provide detailed reporting information for the County to use in reporting and remitting accurate sales tax to the appropriate State agencies.

iv. The Contractor's financial system must produce reports which provide a complete audit trail for commissary services and history of all transactions by each inmate.

v. All inmate funds collected electronically by Contractor through credit card payment shall be transferred to County provided bank account via ACH transaction on a daily basis.

Section 2. COUNTY RESPONSIBILITIES

A. INMATE SERVICES

The County shall:

i. Facilitate clear communication between Contractor and solution partners, including the current and future inmate communications vendor(s) and the County's Information Technology department staff.

ii. Provide sufficient workspace, power and telephone access to Contractor employees that are required to provide or perform Work at the Facility and supervise access to install all hardware and software.

iii. Deliver orders within the Facility and ensure proper documentation of receipt of orders by inmates, recording any order cancellations promptly in the software.

Section 3. PROJECT COMPLETION CRITERIA

The full System solution supplied by the Contractor (including all hardware, software, custom configurations, training, and support) has been installed or delivered to the County and are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and accepted through testing (at the discretion of the County).

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Section 4. FEES AND EXPENSES

A. All services rendered under this Agreement shall be provided to the County at no cost. Goods shall be invoiced as follows:

- i. Inmate account orders shall be billed, at the cost of commissary items delivered to each individual, based on the prices listed in Attachment B, Snohomish Proposed Menu.
- ii. County shall receive a 36% commission of Adjusted Gross Sales of commissary items “, listed as a credit on the invoice. “Adjusted Gross Sales” is defined as gross commissary sales minus the sales of the following noncommissioned commissary items:

Stamped envelopes
Postage Stamps
Indigent Kits
Admission Kits
On-site, special commissary items sold by County
Refunded Items

In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to County shall be reduced accordingly by Contractor after negotiation with County.

- iii. The County shall purchase Hygiene Kits and Indigent Kits, billable as follows:

Hygiene pack, contains: \$1.15 each

- Toothpaste
- Toothbrush
- Shampoo
- Comb
- Deodorant
- Shaving cream Cup

Indigent pack, contains: \$4.12 each

- Soap
- Toothpaste
- Toothbrush
- Shampoo
- Comb
- Deodorant
- Shaving cream
- Flex pen
- Paper x 6 sheets
- Stamped envelope x 3

- iv. The County shall at times, purchase bulk clothing items for indigent inmates, which will be charged at cost without commission added.
- v. **PAYMENT SERVICES.** This Agreement includes Keefe’s Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit A, entitled “Payment Services”, attached hereto and incorporated herein. Contractor will facilitate payments to Inmate Trust Accounts via website, toll-free phone

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number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within County's facility. County will provide electrical power to operate the kiosk(s) and Contractor will provide the network connectivity. Contractor will guarantee all transactions and will send, via ACH, monies to the County designated bank account in accordance with the terms and conditions provided for in Exhibit A. Except as provided for herein, no fees for this service will be borne by County.

vi. **PACKAGE PROGRAM**. This Agreement includes Keefe's Access Securepak® Inmate Package Program Service. Contractor shall process and deliver orders placed through its Access Securepak website on the terms and conditions provided therein. County will be paid a commission for this service equal to **36%** of all final Securepak sales made on behalf of inmates at County's facility minus any sales tax, returns, service fee, refunds and/or chargebacks resulting from or arising out of the sales. County agrees that Contractor may charge individuals placing orders a service fee for each order which may be amended by Contractor from time to time.

B. All price changes for commissary items must be negotiated, reviewed, and approved by the County prior to updating the sale price in the software.

C. Travel related expenses incurred by Contractor employees for work performed pursuant to this Agreement are not billable to nor reimbursable by the County.

Section 5. DATA RIGHTS

A. Ownership County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

B. Contractor Use of County Data. Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing commissary services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the commissary services. Contractor shall:

i. keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss;

ii. use and disclose County Data solely and exclusively for the purpose of providing the commissary services, such use and disclosure being in accordance with this Agreement and applicable law; and

iii. not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

Section 6. SAML 2.0 COMPLIANCE

A. Annual Certificate Updates

If the solution integrates with County's Active Directory Federation Services (ADFS) then SAML2.0 compliance is required. The Contractor shall ensure compliance with SAML 2.0 for end user authentication during the term of this Agreement. If the Contractor has not implemented the full SAML 2.0 standard to

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include monitoring of federation metadata, County shall provide Contractor with advance notice of a token-signing certificate replacement and shall provide Contractor with the new certificate prior to the scheduled change. The Contractor shall be solely responsible for ensuring the County users are provided uninterrupted access to the Software by managing the Software's certificate renewal during annual updates. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

If solution is an Azure Enterprise application, County prefers that the application is published to the Azure Gallery. Any standard protocol Azure AD supports may be used.

Contractor Contact for Certificate Coordination
David Mayo, VP – Information Technology
314.919.4168
dmayo@keefegroup.com

County Contact for Certificate Coordination
Todd Ryden
425.388.3867
ADFS-support@co.snohomish.wa.us (preferred)

Section 7. SITES AND LOCATIONS

The work will be conducted both remotely and at the Facility located below:

Snohomish County Corrections
3025 Oakes Avenue
Everett, WA 98201

Section 8. ATTACHMENTS:

Attachment A: Section 13E.2 of Keefe Commissary Network, LLC Excerpt from Corrections Submittal Packet, RFP-24-029JM.

Attachment B: Snohomish Proposed Menu.

Attachment A:

Section 13E.2 of Keefe Commissary Network, LLC Excerpt from Corrections Submittal Packet, RFP-24-029JM:

13E.2 Provide a detailed narrative of your methodology and approach to successfully develop and implement the solution identified in Section 5 Scope of Services. Please include how you will ensure this project is an operational success, and your expectations and requirements for County (participation, contributions, and other responsibilities) to achieve that success. Please provide examples, including screenshots and descriptions of various elements, that you believe will help us visualize your work and the resulting solution.

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Keefe has had the privilege of supplying trust accounting and commissary systems to the County since August 1999. Keefe would like to introduce the newest version of the trust and commissary solution to the County. This solution Keefe.Cloud includes inmate kiosk/tablet software as well as a newly developed Trust and Accounting System.

Keefe currently supports 250 customers with its Cloud Online Banking and Commissary applications, and we invite Snohomish County to join those satisfied customers. Below is a comparison of Keefe’s Cloud version with Keefe’s Legacy system currently in use at Snohomish County.

Features	Keefe Cloud	Keefe Legacy
Access From Your Chrome or Edge Browser	Yes	Yes
No Servers at Your Site – Applications Hosted at https://Keefe.Cloud	Yes	No
No Additional Software Required on Your Computer	Yes	No
Heightened Security for Your Log-In	Yes	No
Single Sign-on from Your Work Account	Yes	No
Sign-on Security for Users and Passwords Enforced By Your County or State	Yes	No
Easy Search for Inmate Accounts	Yes	Yes
Last Name, ID, Active, Inactive	Yes	Yes
Paginated Search Results Displaying Balances and DOB	Yes	Yes
Separate Sub-Accounts Per Inmate User-Definable, Customizable	Yes	No
Track Spending Money Separately from Debts, Bonding, and Other Accounts Such as Savings, Payroll, Or Pre-Paid Phone	Yes	No
Easy Access to Useful Features from The Inmate Management Page	Yes	Yes
Court Obligations Management	Yes	No
Schedules Review Automated Transaction Events	Yes	Yes
Commissary Order History	Yes	No
Full Lineup of User Defined Transaction Types	Yes	Yes
Deposits, Withdrawals	Yes	Yes
Collectible Debts, Automatic Prioritized Debt Collection Rules	Yes	Yes
Transfers, Abandoned Funds, Individual and Group Checks	Yes	Yes
Cash Drawer Workflow	Yes	Yes
Bank Reconciling Items	Yes	Yes
User Defined Transaction Tags for Collecting Additional Information about the Transaction	Yes	No

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Dynamic Online Audit Trail for All Transactions	Yes	Yes
Transaction History Review Hot Links to Associated Accounts and Transactions	Yes	Yes
Printable Audit Trail Report for Any Transaction	Yes	Yes
Account Locks	Yes	Yes
User Defined Financial Restrictions with Expiration Date and Supervisor Override	Yes	Yes
Notes	Yes	Yes
Open Text Entry for Documenting Additional Information About an Inmate Account	Yes	Yes
Expanded Inmate Classification Capability	Yes	Yes
User Defined Fields for Tracking Security Classifications, Dietary Constraints, Exemptions, Custody Type	Yes	Yes
Release Workflow	Yes	Yes
Automated Pre-Defined Account Settlement Rules	Yes	Yes
Choice Of Disbursements Cash, Check, Debit Card, Bond-Out, Group Transfer, Or Split Disbursement (When Using Two Or More of These in Combination).	Yes	Yes
Inmate Property Inventory	Yes	No
Describe and Record Inmate Property at Intake	Yes	Yes
Review, Audit, Release Inmate Property	Yes	Yes
Customizable Reports	Yes	Yes
Receipts, Releases	Yes	Yes
Balances	Yes	Yes
Deposit and Withdrawal Review	Yes	Yes
Outstanding Debts Receivable	Yes	Yes
Indigence Review	Yes	Yes
Ad Hoc Exports	Yes	No
Report On Inmate Status, Location, Balances, Obligations, and Transactions. Choose From More Than 50 Columns, and More Than 20 Row Filters in Excel.	Yes	No
Rapid Entry in Preview Mode	Yes	Yes
Transaction Batches – Rapid Lookup, Transaction Grouping, Links to Accounts Payable	Yes	No
Group Receipt Printing, Group Transaction Reporting	Yes	Yes
Bank Reconciliation	Yes	Yes

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Quick Identification of Cleared Items	Yes	Yes
Bank-To-Book Auto-Calculated Bank Rec Summary	Yes	Yes
Convenient Reconciling Entries	Yes	Yes
Real Time General Ledger	Yes	Yes
Classified Balance Sheet Navigation	Yes	No
Quick Reporting and Audit	Yes	Yes
Accounts Payable	Yes	No
Organize Payments to Vendors and Government Agencies	Yes	No
Disburse Accruals by Fiscal Period	Yes	No
Produce Detailed Disbursement Advice	Yes	No
Advanced Bank Transaction Search	Yes	Yes
Use Multiple Search Criteria to Find Bank Entries of Interest	Yes	Yes
Easy Reporting on Search Results	Yes	Yes
Financial Statement Reporting	Yes	Yes
Classified Balance Sheet	Yes	Yes
Trial Balance	Yes	Yes
Selective GL Account Time-Period Activity	Yes	Yes
Debt Collection Results	Yes	Yes
Ad Hoc Exports	Yes	No
Online Deposit Reporting	Yes	Yes
Bank Transfers	Yes	Yes
Depositor Information	Yes	Yes
Link Analysis – See Relationships Between Depositors And Recipients	Yes	Yes
Advanced Population-Based Purchasing Restrictions	Yes	No
Define Inmate Populations Based on Location, Gender, Classification, Diet, Privilege Level, Sanction, etc.	Yes	Yes
Define Categories (Tags) To Group Items in Restriction Bundles	Yes	Yes
Set Restrictions for Shopping Privileges (Frequency, Spending Limit)	Yes	Yes
Set Restrictions Per Product or Product Category (Tag) (Qty, Timespan)	Yes	Yes
Multiple Modes for Commissary Purchases	Yes	Yes
Kiosk/Tablet	Yes	Yes
Phone	Yes	Yes
Scantron	Yes	Yes
Walkup (Concession)	Yes	Yes
Mobile Cart	Yes	Yes
Vending	Yes	Yes

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Real Time Direct Debit from Inmate Account When Item Vends	Yes	Yes
Cloud Based Vending Audit/Refill/Planogram Service	Yes	Yes
Direct Manual Entry	Yes	Yes
Trinity Take-Out (Hot Meals Kitchen Service)	Yes	Yes
Securepak – Family Purchases	Yes	Yes
Smart Purchasing from Multiple Inmate Sub-Accounts	Yes	No
Designate Priority Sub-Accounts Such as Store Credits, Gift Accounts, To Be Used for Commissary Purchases in Addition to The Primary Spending Account	Yes	No
Review And Dispatch Commissary Orders	Yes	Yes
Design Automatic Commissary Order Restrictions And Privileges	Yes	Yes
Create Itemized Commissary Refunds	Yes	Yes
Auto-Credit for Out of Stock	Yes	No
System-Generated Credits Based on Fulfillment Outcomes At Keefe Warehouse	Yes	No
Indigent Assessment and Indigent Sales	Yes	Yes
Automatic Financial Assessment Over Time, Balance, Transaction Activity	Yes	Yes
Separate Catalog, Billing Structure	Yes	Yes
Financial Accounting for Indigent Accounts Payable Payment to Vendor / Accounts Receivable Reimbursement from County (Welfare, Other)	Yes	Yes
Bill-Pay Auto-Reconcile	Yes	No
Select Delivery Batches to Auto-Reconcile With Inmate Receipts	Yes	No
Auto-Create Reconciled Accounts Payable Payment Batch (es) For Disbursement	Yes	No
Option To Create Split Disbursement for Keefe / Tax / Commission	Yes	No
Report Sales by Delivery Batch, Category, and Inmate Receipt Details	Yes	Yes
In-Line and Drill Down (Retrospective) Reporting with Advanced Filters	Yes	No
Immediate Export to Adobe, Excel	Yes	Yes
Grievance Process – Judgment / Appeal Case Numbers and Case History	Yes	No

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Request / Grievance Initiate by Category	Yes	No
Request/Grievance Officer Initiate	Yes	No
Request/Grievance – Previewer – Previewer Can Resolve or Dispatch (Release) To Specialist Group	Yes	No
Data Conversion	Yes	Yes
Personal Information – IDs, Names, Locations	Yes	Yes
Closing Balances from Spending and Savings Accounts	Yes	Yes
Unpaid Debts	Yes	Yes
Uncleared Checks	Yes	Yes
Inmate Account Statements in Adobe Format	Yes	Yes
Interfaces With Partner Systems	Yes	Yes
Inmate Information – JMS/OMS	Yes	Yes
Web Services – Real Time	Yes	Yes
File Exchange – Scheduled	Yes	Yes
Phone Services	Yes	Yes
Phone Time Purchases and Refunds Web Services – Real Time	Yes	Yes
Phone Time Purchased Via Commissary – Scheduled by Staff User	Yes	Yes

Refunds At Release – Web Services – Real Time	Yes	Yes
Inventory Management – Customer Manages Inventory	No – Keefe Owns/ Manages Inventory	Yes
Purchase Orders - Creating A Purchase Order - Receiving A Purchase Order	No	Yes
Transfers - Creating A Transfer - Pulling a Transfer - Receiving A Transfer	No	Yes
Adjust Inventory - Printing Cycle Count Reports - Adjusting Inventory	No	Yes
Pick Areas-Organizing Pick Areas - Adding Vendor Items (For Items Not Preloaded) - Update Retail Price	No	Yes
New Commissary Items - Adding Vendor Items - Adding Warehouse Items – Adding Commissary Items - Adding Kiosk Items	No	Yes
Remove Commissary Items - Deleting Associated Items - Deleting Store Items - Deleting Vendor Items- Hiding Out Of Stock Items	No	Yes
Creating Purchase Orders	No	Yes

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Creating PO from PA	No	Yes
Receiving From PO	No	Yes
Receiving Purchase Orders	No	Yes
Inventory Adjustments	No	Yes
Manual Sales	No	Yes
Point-Of-Sale Orders-Accessing Commissary-Processing an Order with a Hand Scanner-Processing Orders Without a Scanner-Send Orders to Warehouse	No	Yes
Cycle Counts	No	Yes
Year-End Inventory	No	Yes
Commissary Restrictions	Yes	Yes
Commissary Order Submission	Yes	Yes
Order Fulfillment	Yes	Yes
Order Verification	Yes	Yes
Commissary Refunds	Yes	Yes
Sales And Usage Reporting	Yes	Yes
Vending Planogram	Yes	Yes
Vending Refill Status	Yes	Yes
Vending Machine Sales	Yes	Yes

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Attachment B:
Snohomish County Proposed Menu

Alias	UOM	Hygiene	Unit Price	Alias	UOM	Food Items	Unit Price
0001	EA	CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ	\$1.85	2596	EA	MADE W/PHILLY_CREAM CHEESE_W/JALAPENOS_2 OZ	\$1.80
0002	EA	CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ	\$1.85	6300	EA	TRAILS BEST_BEEF STICKS_TWIN PACK_1 OZ	\$1.95
0020	EA	CRAWFORD_SHAMPOO_DANDRUFF RINSE_4 OZ	\$2.45	2615	EA	BRUSHY CREEK_SUMMER SAUSAGE_REGULAR_1.625 OZ	\$2.00
0040	EA	HAIR FOOD W/VITAMIN E	\$2.70	3581	EA	BC HOT SAUSAGE 1.625OZ	\$2.00
0050	EA	SOFTEE_HAIR DRESS_BERGAMOT_5 OZ	\$3.25	2622	EA	BRUSHY CREEK_SUMMER SAUSAGE_HOT & SPICY_3 OZ	\$3.90
0051	EA	SOFTEE_CONDITIONER_BERGAMOT_5 OZ	\$3.25	2664	EA	VELVEETA_MACARONI & CHEESE_ORIGINAL_3 OZ	\$2.70
0065	EA	SOFTEE_CURL ACTIVATOR_EXTRA DRY_8 OZ	\$2.75	2667	EA	VELVEETA_RICE_SPICY CHEESE_2 OZ	\$1.95
0074	EA	MENNEN SPEED STICK_DEODORANT_ACTIVE FRESH_1.8 OZ	\$6.45	2669	EA	VELVEETA_REFRIED BEANS_SPICY CHEESY_4 OZ	\$2.85
0118	EA	POWER UP_ANTIPERSPIRANT DEODORANT_ROLL ON FORCE_3 OZ	\$3.55	6710	EA	SEVILLA_BEANS & RICE_CHILI FLAVOR_4.4 OZ	\$2.75
0120	EA	LADY SPEED STICK_ANTIPERSPIRANT DEODORANT_1.4 OZ	\$5.95	2584	EA	FRESH CATCH_TUNA_W/JALAPENOS IN WATER_3.53 OZ	\$3.35
0123	EA	CRAWFORD_DEODORANT_PUSH UP_5 OZ	\$1.35	3559	EA	BRIDGFORD_PEPPERONI_SLICED_3.5 OZ	\$5.40
0133	EA	FRESHSCENT_DEODORANT_PUSH UP_1.6 OZ	\$3.05	6007	EA	MARUCHAN_RAMEN_CAJUN CHICKEN_3 OZ	\$1.35
0200	EA	4OZ BABY POWDER	\$1.95	6016	EA	MARUCHAN_RAMEN_LIME CHILI SHRIMP	\$1.35
0205	EA	4OZ BABY OIL	\$1.95	6018	EA	MARUCHAN_RAMEN_TX BEEF_3 OZ	\$1.35
0214	EA	COCOA & SHEA COND LOTION 15OZ	\$3.15	6026	EA	MARUCHAN_RAMEN_CHILI_3 OZ	\$1.35
0212	EA	INFUZED_LOTION_DLY BDY COCONUT LIME_15 OZ	\$4.15	6046	EA	MARUCHAN_RAMEN_CHICKEN_3 OZ	\$1.35
0215	EA	CRAWFORD_LOTION_COCOA BUTTER_4 OZ	\$2.00	6048	EA	MARUCHAN_RAMEN_BEEF_3 OZ	\$1.35
0216	EA	WOLTRA_COCOA BUTTER STICK_100%_1 OZ	\$2.10	6052	EA	MARUCHAN_RAMEN_HOT & SPICY VEGETABLE_3 OZ	\$1.35
0221	EA	NEW DAY_PETROLEUM JELLY_3.75 OZ	\$1.95	6053	EA	MARUCHAN_RAMEN_CAJUN SHRIMP_3 OZ	\$1.35
0251	EA	CAREALL_ATHLETE FT CREAM_1% TOLNAFTATE_5 OZ	\$2.70	6050	EA	KEEFE KITCHENS_RICE_INST WHITE_8 OZ	\$2.85
0261	EA	ELEMENTZ_CONDITIONER_ALMOND/SHEA_15 OZ	\$3.65	6172	EA	BRUSHY CREEK_CHILI_NO BEANS_11.25 OZ	\$5.25
0273	EA	GOOD SENSE_LIP BALM_TROPICAL SPF 45_15 OZ	\$2.35	6174	EA	BRUSHY CREEK_CHILI_HOT W/BEANS_11.25 OZ	\$5.25
0320	EA	MAGIC SHAVE_SHAVE CREAM_REGULAR_6 OZ	\$8.95	6176	EA	BRUSHY CREEK_BEEF_BEEF STEW_11.25 OZ	\$5.25
0331	EA	PROTECTION_SHAVE CREAM_BRUSHLESS_7 OZ	\$4.95	6195	EA	BRUSHY CREEK_PREMIUM CHICKEN BREAST_4.5 OZ	\$7.20
0337	EA	AMERCARE_SHAVE CREAM_BRUSHLESS_6 OZ	\$0.85	6196	EA	BRUSHY CREEK_LASAGNA W/BEEF	\$2.85
0350	EA	PROTECTION_AFTER SHAVE_GEL_7 OZ	\$5.35	6296	EA	JACK LINKS_9oz POUCH	\$4.20
0357	EA	ELEMENTZ_SHAMPOO_DAILY_15 OZ	\$3.95	6673	EA	PAD THAI RICE NOODLES	\$2.35
0400	EA	IRISH SPRING_SOAP_ORIGINAL SCENT_3.2 OZ	\$2.25	6700	EA	SEVILLA_REFRIED BEANS_REGULAR_8 OZ	\$3.55
0402	EA	FRESHSCENT_SOAP_DEODORANT S15_1 OZ	\$1.00	6826	EA	FRESH CATCH_CHUNKLIGHT TUNA_IN WATER_4.23 OZ	\$3.95
0410	EA	IVORY_SOAP_PURE BAR_3.1 OZ	\$2.95	6181	EA	FRESH CATCH_SARDINES_HOT TOMATO SAUCE_3.53 OZ	\$2.50
0424	EA	NEXT 1_SOAP_MOISTURIZING BAR_5 OZ	\$1.95	6183	EA	CHICKEN OF THE SEA_SMOKED CLAMS_IN OIL_3.53 OZ	\$3.95
0426	EA	NEXT 1_SOAP_ANTIBACTERIAL SPORT BAR_5 OZ	\$1.95	6189	EA	FC FISHSTKS/SPICY MUSTARD	\$2.50
0430	EA	FRESHSCENT_SOAP_DEODORANT S1_85 OZ	\$0.60	6191	EA	FRESH CATCH_PINK SALMON FLAKES_IN WATER_3.53 OZ	\$3.00
0447	EA	COOL WAVE_TOOTHPASTE_GEL FRESH MINT_4 OZ	\$2.55	3336	EA	GOLDEN VALLEY_CEREAL_FROSTED MINI WHEAT_20 OZ	\$6.60
0490	EA	AMERICAN COMB_SOAP DISH_HINGED	\$1.10	3342	EA	GOLDEN VALLEY_CEREAL_RAISIN BRAN_20 OZ	\$6.60
0500	EA	COOL WAVE_MOUTHWASH_ALCOHOL FREE_8 OZ	\$2.25	3357	EA	GOLDEN VALLEY_CEREAL_CINNAMON SQUARES_20 OZ	\$6.60
0518	EA	COLGATE_TOOTHPASTE_REGULAR FLAVOR ANTICAVITY_1 OZ	\$2.20	2437	EA	RALSTON INSTANT OATMEAL REGULAR	\$0.85
0519	EA	COLGATE_TOOTHPASTE_GREAT FLAVOR ANTICAVITY_2.5 OZ	\$2.85	2438	EA	Quaker OATMEAL MAPLE BRN SGR	\$0.90
0535	EA	GSK SENSODYN_TOOTHPASTE_EXTRA WHITENING_4 OZ	\$15.50	6526	EA	RALSTON_INST OATMEAL_CINNAMON ROLL_1.51 OZ	\$0.85
0537	EA	FRESHMINT_TOOTHPASTE_85 OZ	\$0.60	6527	EA	RALSTON_INST OATMEAL_MAPLE & BROWN SUGAR_1.51 OZ	\$0.85
0539	EA	FRESHMINT_TOOTHPASTE_6 OZ	\$0.55		Alias UOM	Chips	Unit Price
544	EA	MINT FLOSS LOOPS 30PK	\$3.25	2209	EA	THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL_1.5 OZ	\$1.40
0554	EA	NEW WORLD IMPORTS_TOOTHBRUSH_ANTISHANK	\$0.25	2211	EA	THE WHOLE SHABANG_POTATO CHIPS_EXTREME RIPPLE_1.5 OZ	\$1.40
0562	EA	GEN_TOOTHBRUSH_SHORT HANDLE_4 IN	\$0.35	2737	EA	FRITOS_CORN CHIPS_CHILI CHEESE_2 OZ	\$1.55
0580	EA	BECKER GLOVE_TOOTHBRUSH HOLDER_2 PIECE	\$1.25	2739	EA	FRITOS_CORN CHIPS_CHILI CHEESE_10.5 OZ	\$5.00
1430	EA	GEN_WASHCLOTH_12 X 12_EA_WHITE	\$0.90	6068	EA	THE WHOLE SHABANG_PORK RINDS_2 OZ	\$2.45

Schedule A
Scope of Services

4197	EA	AMERCARE_TOOTHPASTE_GEL_6 OZ	\$0.42	6100	EA	MOON LODGE_POTATO CHIPS_REGULAR_1.5 OZ	\$1.40
Alias	UOM	Beverages	Unit Price	6102	EA	MOON LODGE_POTATO CHIPS_STUFFED JALAPENO_1.5 OZ	\$1.40
2000	EA	KEEFE_COFFEE_FREEZE DRIED_.053 OZ	\$0.35	6105	EA	MOON LODGE_POTATO CHIPS_BBQ_1.5 OZ	\$1.40
2001	EA	KEEFE INSTANT COFFEE 4.5oz	\$5.85	6106	EA	GEN_PRETZELS_SMALL BAG_1.5 OZ	\$1.45
2010	EA	KEEFE_COFFEE_INST_4 OZ	\$6.00	6114	EA	ANDY CAPPS_HOT FRIES_ORIGINAL_0.85 OZ	\$1.00
2011	EA	KEEFE_FREEZE DRIED COFFEE_DECAF COLOMBIAN_3 OZ	\$7.95	6116	EA	CACTUS ANNIES_CHEESE PUFFS_2 OZ	\$1.50
2015	EA	KEEFE_FREEZE DRIED COFFEE_COLOMBIAN_3 OZ	\$7.35	6125	EA	MOON LODGE_POTATO CHIPS_HOT HOT HOT BBQ_1.5 OZ	\$1.40
2026	SP	KEEFE_TEA BAGS_10PKS	\$2.85	6126	EA	MOON LODGE_POTATO CHIPS_SOUR CREAM & ONION_1.5 OZ	\$1.40
2070	EA	KEEFE_HOT COCOA_SS_8 OZ_1 SRV PK	\$0.60	6127	EA	CACTUS ANNIE_PORK RINDS_HOT & SPICY_2 OZ	\$2.85
2282	EA	KEEFE_COFFEE_ALTURO BLEND_3 OZ	\$5.95	6134	EA	MOON LODGE_POPCORN_CARAMEL_3.53 OZ	\$1.95
2283	EA	KEEFE_COFFEE_COLOMBIAN BLEND_3 OZ	\$6.90	6153	EA	MOON LODGE_POTATO CHIPS_BUFFALO WING BLUE CHEESE_1.5 OZ	\$1.40
2017	EA	MAXWELL HOUSE_COFFEE_REGULAR_4 OZ	\$8.35	6154	EA	DORITOS_TORTILLA CHIPS_NACHO CHEESE_1.75 OZ	\$1.55
2128	BX	R.C. BIGELOW_FLAVORED TEA_ASSORTED_18 CT BOX	\$6.30	6159	EA	CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_1.75 OZ	\$1.65
2198	EA	SWISS MISS_HOT COCOA MIX_RICH CHOC_9 OZ	\$4.38	6167	EA	CHEETOS_CHEESE CRUNCHY_2 OZ	\$1.65
2110	EA	COOL-OFF_DRINK MIX_FRUIT PUNCH	\$0.40	6198	EA	CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_8 OZ	\$4.95
2115	EA	COOL-OFF_DRINK MIX_Black Cherry	\$0.40	6151	EA	DORITOS_TORTILLA CHIPS_NACHO CHEESE_8 OZ	\$4.95
2310	EA	CTRY TIME_DRINK MIX_LEMONADE_6 OZ	\$3.60	2736	EA	RUFFLES_POTATO CHIPS_CHEDDAR & SOUR CREAM_5.5 OZ	\$4.95
2333	EA	KOOL AID_DRINK MIX_GRAPE_12 OZ	\$6.25	2739	EA	FRITOS_CORN CHIPS_CHILI CHEESE_10.5 OZ	\$4.95
2080	EA	SUGAR TWIN_SUGAR SUBSTITUTE_REGULAR	\$0.20	6208	EA	KING NUT_SNACK MIX_STUDENT MIX_3.75 OZ	\$2.70
2081	EA	GEN_SUGAR_1 SRV	\$0.20	6212	EA	KING NUT_SNACK MIX_CAJUN_3.5 OZ	\$2.70
2082	EA	KEEFE_CREAMER_NON-DAIRY_105 OZ	\$0.20	6213	EA	KING NUT_SNACK MIX_HEALTHY_3.25 OZ	\$2.70
2087	SP	KEEFE_CREAMER_SS_10PK	\$1.25	6216	EA	KING NUT_Peanuts_HONEY ROASTED_2.5 OZ	\$1.80
2091	SP	SUGAR TWIN_SWEETENER_REGULAR_10 PK	\$1.35	6606	EA	MOON LODGE_Peanuts_ROASTED & SALTED_1.75 OZ	\$1.20
2550	EA	PARAMOUNT_DRY MILK_INST NON FAT_10 OZ	\$5.70	Alias	UOM	Candy & Snacks	Unit Price
Alias	UOM	Condiments	Unit Price	1502	EA	MASCOT_CANDY_Peanut CRUNCH BAR_1.65 OZ	\$1.55
4056	EA	SQUEEZUM_Peanut BUTTER_SQUEEZE_2 OZ	\$1.35	4000	EA	MARS_M&M_PLAIN CHOC_1.69 OZ	\$2.20
6262	PK	SQUEEZUM_MAYONNAISE_REGULAR_9 G_PK=STRIP	\$2.35	4001	EA	MARS_M&M_CHOC PEANUT_1.74 OZ	\$2.20
6263	STR	SQUEEZUM_MUSTARD_REGULAR_4.5 G_12EA/ST	\$1.65	4005	EA	BUTTERFINGER_CANDY BAR_1.9 OZ	\$2.20
6264	STR	SQUEEZUM_KETCHUP_REGULAR_9 G_12EA/ST	\$1.65	4010	EA	MARS_SNICKERS_CHOC PEANUT_1.86 OZ	\$2.20
6400	EA	QUAKER_GRANOLA BAR_CHOC CHIP_6.72 OZ	\$1.35	4013	EA	MARS_MILKY WAY_CHOC CARAMEL_1.84 OZ	\$2.20
6412	EA	SQUEEZUM_JELLY_GRAPE_1 OZ	\$0.45	4031	EA	MARS_TWIX_CHOC CARAMEL COOKIE_1.79 OZ	\$2.20
6428	EA	MADE WITH KRAFT_SPREAD_CHEDDAR_2 OZ	\$1.25	4035	EA	HERSHEY REESES_CANDY BAR_Peanut BUTTER CUPS_1.5 OZ	\$2.20
6429	EA	MADE WITH KRAFT_SPREAD_JALAPENO_2 OZ	\$1.25	2757	EA	NATURE VALLEY_GRANOLA BAR_SWEET & SALTY ALMOND_1.2 OZ	\$1.75
6500	EA	VAN HOLTEN PICKLE (HOT) 9.6 OZ	\$2.65	2758	EA	SCHULZE & BURCH_GRANOLA BAR_CRUNCHY PEANUT BUTTER	\$1.35
6501	EA	VAN HOLTEN PICKLE_MILD DILL_9.6 OZ	\$2.65	2759	EA	SCHULZE & BURCH_GRANOLA BAR_CRUNCHY OAT & HONEY	\$1.35
6507	EA	SLICED JALAPENO PEPPERS 1 OZ	\$1.25	4103	EA	BIT O HONEY_CANDY_2.75 OZ	\$2.25
6268	STR	HOT SAUCE 12PK	\$2.00	4110	EA	CORNER STORE_CANDY_LEMON DROPS_4.25 OZ	\$2.25
6512	EA	6 OZ LA HOT SAUCE	\$2.35	4120	EA	CORNER STORE_CANDY_ROOT BEER BARRELS_4.25 OZ	\$2.25
6513	EA	HOT SAUCE - SINGLE PKT	\$0.25	4121	EA	CORNER STORE_CANDY_CANDY_JELLY BEANS_4 OZ	\$2.25
6518	EA	PEPPER SPICE .1g	\$0.10	4145	EA	CORNER STORE_CANDY_STARLIGHT MINTS_3.75 OZ	\$2.25
6519	EA	SALT SPRIC .1 G	\$0.10	4154	EA	CORNER STORE_CANDY_ORANGE SLICES_5.75 OZ	\$2.45
Alias	UOM	Misc. Items	Unit Price	4155	EA	CORNER STORE_CANDY_SF ALL STARS_1.75 OZ	\$2.25
0583	EA	MCKESSON_IBUPROFEN_200 MG_2 PK	\$0.35	4160	EA	CORNER STORE_CANDY_TOOTSIE ROLL_2.75 OZ	\$2.25
0594	EA	EFFERDENT_DENTURE CLEANSER	\$8.95	4166	EA	CORNER STORE_CANDY_NEON WORMS_4 OZ	\$2.25
595	EA	2.5OZ EFFERGRIP	\$3.95	Alias	UOM	Cookies, Crackers & Pastries	Unit Price
0598	EA	SHEFFIELD LABS_ORAL PAIN RELIEF_GEL MAX STRENGTH_33 OZ	\$3.95	3020	EA	OREO_COOKIES_2.4 OZ	\$1.85
0614	EA	MCKESSON_ACETAMINOPHEN_NON ASPIRIN REGULAR 325MG 2 PK	\$0.35	3030	EA	MARKET SQUARE_COOKIES_VANILLA CREMES_6 OZ	\$2.35
0642	EA	ROLAIDS_ANTACID_EXTRA STENGTH MINT	\$1.95	3035	EA	MARKET SQUARE_COOKIES_CHOC CHIP_6 OZ	\$2.35
0651	EA	GOODSENSE_HEMORRHOIDAL OINTMENT_2 OZ	\$5.95	3039	EA	LA MODERNA_MARIAS COOKIES_HISPANIC_4.94 OZ	\$1.95

EXHIBIT A TO SCHEDULE A

Payment Services

1. **Services.** Contractor will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Contractor or such other methods ("**Transactions**") for crediting account balances held by County on behalf of the recipients of funds (the "**Services**"). Contractor provides the Services in its capacity as a licensed money services business. Contractor represents and warrants to County that Contractor is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** County authorizes Contractor to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to County for the benefit of designated recipients.
3. **Responsibilities of Contractor.**
 - a. Contractor will receive payments from the public, directed to recipients by way of the Services.
 - b. Contractor will transfer payment files to County on a daily basis. Contractor will deliver payments to County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to County's designated bank account; provided, however, Contractor, in its sole discretion, reserves the right to delay its acceptance of any transaction that Contractor determines to be suspicious and warrants further investigation. County acknowledges and agrees that Contractor may reject, terminate or cancel any proposed transaction should Contractor determine the transaction is being made for an improper or illegal purpose.
 - c. Contractor will provide County with daily payment information by way of the Contractor County interface.
 - d. Contractor will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Contractor's failure to timely transmit any payment to County.
 - e. Contractor will provide sufficient promotional material to be posted by County.
 - f. Contractor, upon receipt of written notice from County, shall place limitations on transactions. The limitations will be implemented by Contractor as soon as is reasonably practicable.
 - g. Contractor may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
4. **Responsibilities of County.**
 - a. County will provide Contractor with the required bank account information for transmission of an EFT. County agrees to notify Contractor, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
 - b. County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Contractor, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Contractor and any incorrect payments. At Contractor's sole option and in lieu of the foregoing, Contractor may offset any such overpayments from future payment amounts transmitted by Contractor to County and notify County of any such offset.
 - c. County will promptly report receipt of each payment to the designated account or recipient in accordance with the County's policy.
 - d. Contractor will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs

associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the County's location.

- e. County agrees that Contractor may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
- 5. Rates.** The Services shall be provided at no cost to County. Contractor shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County acknowledges may be amended by Contractor in its sole discretion from time to time.
- 6. Exclusivity.** Contractor has the exclusive right to provide the Services for the County and the exclusive right to collect and receive money service fees associated with the Services which fees will belong to Contractor.
- 7. Refunds/Chargebacks.**
- a. The Parties acknowledge that once Contractor accepts a transaction submitted to the applicable payment network or otherwise for processing, Contractor cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Contractor are non-refundable to the individual by Contractor. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
 - b. In the case of chargebacks or returned funds, Contractor will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Contractor's sole discretion. Upon written request from Contractor, County agrees to provide requested information needed to pursue the chargeback.
 - c. If an individual requests a refund, Contractor will not be responsible for making those funds available if they have been already settled to a designated account by Contractor or are beyond Contractor's control.
 - d. If County and sender of funds issue inconsistent instructions or requests to Contractor, County's instructions will control, and County will reimburse Contractor for direct costs as a result of complying with County's instructions.

	Deposit Range	Proposed Fees
Kiosk - Credit Fee	\$0.01 - \$19.99	\$2.95
Kiosk - Credit Fee	\$20.00 - \$99.99	\$5.95
Kiosk - Credit Fee	\$100.00 - \$199.99	\$7.95
Kiosk - Credit Fee	\$200.00 - \$300.00	\$9.95
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