

INMATE FOOD AND COMMISSARY SERVICES AGREEMENT

Now comes Trinity Services Group Inc., hereinafter referred to as “TRINITY” or “Contractor”; its commissary services Subcontractor, Keefe Commissary Network, LLC, hereinafter referred to as “Subcontractor”; and the County of Champaign, Illinois and the Champaign County Sheriff’s Office, hereinafter collectively referred to as “the County.” The Champaign County Sheriff’s Office or Sheriff may simply be referred to (when acting separate from the collective entity of “the County”) as the “Sheriff.” The County and TRINITY and Subcontractor do hereby enter into this Agreement to provide Inmate Food and Commissary Services (the “Agreement”) this 1st day of May, 2023 (the “Effective Date”).

1. **GRANT:** The County hereby grants to TRINITY the exclusive right to provide food service, including Trinity’s Take Out services (“TTO”) (except as set forth herein and excluding vending machine operation) for the County’s inmates, juveniles, staff and visitors at the Champaign County Jail (“Jail”) and juvenile detainees at the Champaign County Juvenile Detention Center (“JDC”), collectively referred to as the “Facilities”. TRINITY hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association.
- B. The Food and Nutrition Board, Health and Medicine Division, of the National Academy of Sciences.
- C. The State of Illinois.

The County hereby grants to TRINITY, through its Subcontractor, the exclusive right to provide commissary services for the County’s adult inmates at the Jail in accordance with this Agreement. TRINITY, through its Subcontractor, shall provide a large selection of food, candy and gum, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the “Products”), all of which shall be subject to the approval of the Sheriff.

2. **Term:** The initial term of this Agreement shall be from the 1st day of May, 2023 through and including the 30th day of April, 2026, and the parties may upon mutual agreement renew this Agreement for up to two one-year additional time periods (for example: 5/1/2026 through 4/30/2027 and possibly 5/1/2027 through 4/30/2028). At the final conclusion of this Agreement, the Sheriff may extend it up to 120 days for purposes of getting a replacement contract in place. TRINITY or the Sheriff may terminate this Agreement earlier as allowed later herein; Subcontractor shall not have the power to terminate this Agreement earlier.

3. **Per Meal Prices:** TRINITY shall provide meals to the County’s inmates, staff and visitors at the per meal prices set forth in Attachment A, attached hereto and incorporated herein. Special meals for medical or religious or safety (meat loaf) reasons shall be billed at the prices set forth in Attachment A.

4. **Trinity Take Out Program:** Trinity will pay County a commission of 30% for meals delivered to County through Trinity's TTO program.

5. **Annual Meal Price Adjustments:** For the second (5/1/2024 to 4/30/2025) and third (5/1/2025 to 4/30/2026) 12-month period, meal prices shall be increased on the respective annual anniversary by an amount to be mutually agreed by TRINITY and the Sheriff; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH increases shall be November of the immediately preceding year to November of the then-current year (the "Base Period").

If the Agreement is extended beyond the initial three-year period in accordance with Section 2 above, TRINITY and the Sheriff must agree on pricing for such subsequent terms.

6. **Commission:** Subcontractor shall pay a commission to the Inmate Trust (Commissary) Fund in the amount of Thirty-Seven Percent (37%) of Net Sales (defined as total sales, less sales or use taxes and authorized returns) of all Products, except indigent kits, postage, stamps, pre-stamped envelopes, or any other item sold at cost, all of which will have no commission. Within thirty (30) days after the end of each month, Subcontractor shall deliver to the County a check covering commissions on Net Sales made during the prior month. Cost of indigent kits will be itemized and deducted from monthly commissions. Subcontractor will prepare commissary orders and ship commissary orders one time weekly to County. Contractor's on-site staff will deliver commissary orders to inmates.

7. **Payment Services:** This Agreement includes Subcontractor's Access Corrections® Secure Payment Services, the terms of which are memorialized in Attachment B, entitled "Payment Services", attached hereto and incorporated herein. Subcontractor will facilitate payments to Inmate Trust Accounts via website, toll-free phone 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 Subcontractor will provide the network connectivity. Subcontractor 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 Attachment B. Except as provided for herein, no fees for this service will be borne by County.

8. **Billing and Prices - Commissary:**

A. Subcontractor shall determine the prices at which Products shall be sold, however, the prices shall not exceed the general prices at which similar products are sold in the retail outlets in the surrounding local community. If Subcontractor sustains in its costs, including but not limited to, increases in its product, labor or equipment or software-related costs, Subcontractor may, with Sheriff's approval, increase its prices to recover such increased costs. Additionally, Subcontractor may, at its discretion, perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail

outlets in the surrounding community, including but not limited to, Schnucks and County Market stores in Champaign-Urbana, Illinois ("Comparable Retail Values"). In the event that any of Subcontractor's prices are below the Comparable Retail Values, the Subcontractor and Sheriff shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values. Once approved, a price will remain fixed for at least six months. Subcontractor may make approved additions to the available products, but suggested additions should not be offered more than once every four (4) months.

B. The Sheriff may place dollar limitations on inmates' purchases, which the Sheriff may periodically adjust.

C. Subcontractor will electronically provide monthly statements to the Sheriff's Office to include:

- a. Items purchased and prices, listed by item
- b. Inmate purchases (items and prices), listed alphabetically by inmate
- c. Total price of items sold and commission.

Subcontractor shall furnish the above reports not later than fifteen (15) days after the end of a calendar month.

D. Subcontractor shall bill the County on a weekly basis for gross sales of Products made during the immediately preceding week, together with any additional services provided during such week. Payment shall be made by check payable to Keefe Commissary Network, LLC within thirty (30) days after the invoice date or after the delivery of the invoice to the Sheriff's Office, whichever is later. All payments shall be made to the address listed on the invoice.

9. **Termination:** Either TRINITY or the Sheriff may terminate this Agreement for convenience upon ninety (90) days written notice to the other party. Either TRINITY or the Sheriff may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default. In case of such termination, the Contractor and Subcontractor shall be entitled to receive payment from the County for work completed prior to the termination date in accordance with the terms and conditions of this contract.

10. **Subcontractor Termination:** TRINITY may substitute its Subcontractor, with approval from the Sheriff as outlined in Paragraph 17. As an additional condition of valid substitution, TRINITY shall cause any new subcontractor to sign itself as a party to this Agreement in place of the current Subcontractor. Subcontractor may terminate its participation in this Agreement only as provided in its contract with Contractor. As Contractor, TRINITY acknowledges its responsibility to ensure that the commissary services outlined in this Agreement are provided without interruption and that failure to do so will constitute a breach of this Agreement.

11. **Subcontractor Relationship:** Contractor agrees and warrants that its contract with Subcontractor requires Subcontractor, to the extent of the service to be provided by Subcontractor pursuant to this Agreement, to assume toward Contractor all the obligations and responsibilities

that Contractor assumes toward the County, including but not limited to indemnification, insurance coverage, and Equal Employment practices.

12. **Prompt Payment:** Payment to the Contractor and Subcontractor will be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1) including the late payment penalties as provided by the statute. Payment shall be made by check payable to Trinity Services Group, Inc for food services and Keefe Commissary Network, LLC for commissary products within thirty (30) days after the invoice date or after the delivery of the invoice to the Sheriff's Office, whichever is later. Such payment shall be sent to the address listed on the invoice.

13. **Drug Free Workplace:** The Contractor agrees to provide a drug free workplace as provided for in the Drug-Free Workplace Act (Public Act 86-1459).

14. **Indemnification:** The Contractor shall defend, save and hold harmless, and indemnify the County and its agents, servants, employees and all elected officials of the County ("Indemnitees") from and against any claim, suit, legal proceeding, judgment, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorneys' fees and other costs and expenses incident to the investigation or the defense of any claim, suit or legal proceeding) arising from or growing out of the injury to or death of any person or the damage to any property (including, but not limited to, property of the Contractor) caused by the negligent acts or omissions of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, except to the extent caused by the sole negligence of the Indemnitees. The obligations of the Contractor described in this Paragraph shall not be construed to negate, abridge or otherwise reduce any right or obligation of indemnity which would otherwise exist under law as to any party or person described in this Paragraph.

15. **Insurance:** The Contractor hereby agrees to provide insurance through an insurance provider that has at a minimum a "Best A" rating. The Contractor shall maintain insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury, (including, but not in any way limited to disease, illness or injury caused in whole or in part by a food product) personal injury and property damage. Contractor may satisfy these requirements through a combination of primary and excess coverage. Contractual liability, broad form property damage, product and completed operations liability insurance is to be carried in sufficient aggregate value so as to sufficiently cover this Agreement.

The Contractor's insurance coverage shall be primary insurance as respects Champaign County, its servants, employees and all elected officials of the County. Any insurance issued to Champaign County, its servants, employees and all elected officials of the County shall be in excess of the Contractor's insurance and shall not contribute to it.

Champaign County, its servants, employees and all elected officials of the County shall be covered as Additional Insureds in the following respects: liability arising out of activities performed by the Contractor, products and completed operations of the Contractor, or all automobiles used by the Contractor. The coverage shall include no special limitations on the scope of the protection afforded to Champaign County, its servants, employees and all elected officials of the County. Any insurance coverage (additional insured or otherwise) that Contractor provides for the County

shall only cover insured liability assumed by Contractor in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County.

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

Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

The Contractor shall maintain worker's compensation insurance for its employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident, \$500,000 for each disease and \$500,000 aggregate.

The Contractor shall maintain business auto liability insurance to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability.

16. **Change in Ownership/Financial Viability Status:** The Contractor shall notify the Sheriff immediately of any change in its status resulting from any of the following: (a) contracts are acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The County shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by or under common control with TRINITY.

17. **Subcontracting/Assignment:** Contractor may use disclosed sub-contractors; however, Contractor shall not transfer the resulting contract or performance of contract to a non-affiliated party; nor shall the Contractor change or subcontract any portion of the awarded contract, during the contract period without consent of the Sheriff.

18. **Successors:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19. **Equal Opportunity:** Contractor shall comply with the Equal Opportunity, Affirmative Action, and Fair Employment Practices regulations of the State of Illinois and federal government.

20. **MSDS:** Contractor shall supply Safety Data Sheets on all applicable items. Change to Safety Data sheets will be provided to the County for a period of three (3) years after conclusion of the contract.

21. **Taxes:** Contractor acknowledges that the County is exempt from federal excise and transportation taxes. The County is also exempt from payment of Illinois Sales Tax. **CHAMPAIGN COUNTY TAX EXEMPTION IDENTIFICATION NUMBER is: E9998-5942-06.** The County agrees to notify TRINITY promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by TRINITY under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by TRINITY, shall be invoiced by TRINITY and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

22. **Staffing and Inmate Labor:** All Contractor's and Subcontractor's staffing is subject to approval by the Sheriff, must pass a background investigation satisfactory to the Sheriff and must abide by all Jail and JDC security rules and procedures. All inmate labor will be trained and carefully supervised by Contractor's employees who shall hold appropriate licenses and certifications.

23. **Operational Responsibilities – Food Service:**

A. The Contractor shall provide three meals per day, including two hot meals. The daily caloric content should average at least 2800 calories. A registered dietician shall review all proposed menus to insure it provides the above calories and also all other required nutrients. Contractor shall maintain detailed records of all meals served. Contractor will provide holiday luncheon to inmates on the following days: New Year's Day and Thanksgiving. Baked goods shall be baked fresh onsite, except sandwich bread, hamburger and hot dog buns. No food extenders or filler will be used. Only USDA inspected and approved meats, poultry, eggs and dairy products may be used. Only seafood handled according to HACCP standards will be used. Contractor will cause the food to be plated or trayed in an eye pleasing manner.

B. Contractor will provide a bill for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by TRINITY, if any, to the Sheriff's Office and JDC on a weekly basis. The Contractor shall bill for the JDC meals separately, along with any necessary food service supplies for these meals. Payment shall be made as described above in Section 8, "Prompt Payment".

C. Contractor shall be responsible for all meals and ensure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards and American Correctional Association Standards. Utensils, equipment and kitchen, bathroom and storage areas shall be kept continuously clean and tidy. Contractor shall obtain/possess any licenses and/or certificates to furnish meals to juvenile and adult inmates.

D. Contractor shall provide sack meals as requested, snacks for diabetic prisoners, as well as special meals for inmates with specific medical needs and/or particular religious restrictions.

E. Upon request of management, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints.

F. Contractor shall supply all food, seasonings, ingredients, and paper products for the food service and kitchen. Sheriff shall furnish cleaning supplies, service wares, pots, pans, kitchen equipment and utensils. Sheriff shall supply internet access, if needed, and basic local phone service, but any toll or long distance charges will be reimbursed by the Contractor. Sheriff shall furnish utilities including garbage service.

G. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.

H. The Sheriff will provide a walk-in freezer 11 ft x 11 ft x 6 ½ ft and a walk-in cooler 11 ft x 20 ft x 6 ½ ft.

I. Upon request, but only up to three times every 18 months the Contractor will serve at no charge, food furnished by the Sheriff (to consume and rotate emergency supplies). On special occasions Sheriff may offer such supplemental things as a pizza party using food supplied by other than the Contractor.

J. JDC afternoon snacks will be prepared and ready to go with lunch.

K. JDC food shall meet guidelines as set by the Illinois Department of Juvenile Justice as well as guidelines set by 20 Ill Admin Code 701.270(b) and 701.110.

24. Operational Responsibilities – Commissary Services:

A. The Subcontractor shall provide commissary items one time per week to adult inmates at the Champaign County Jail. Commissary items are to be individually packaged snack, food, drink, candy, fruit and personal hygiene products and very limited over-the counter type products. All items are subject to approval and removal by the Sheriff.

B. Subcontractor shall also provide indigent inmate kits, at Subcontractor's invoice cost, and deduct cost of such indigent kits from the commissions to the County as provided by Section 5. The present kit consists of: paper, golf pencil, envelope, soap, toothpaste, shampoo, with no toothbrush.

C. Delivery: Items will be delivered to inmates by the Contractor's employees in an individual bag or container with a receipt to include a list of the items, inmate funds charged and fund balance after delivery. This receipt is to be signed by the inmate with a copy given to the inmate and a copy retained by the Subcontractor. (To be produced upon request of the Sheriff.) All such deliveries are to be coordinated with and supervised by the County's Correction Officers.

Should Correctional Officers determine that special circumstances exist, they may distribute the inmate commissary orders.

D. Fill Rate: Subcontractor will maintain sufficient supplies and quality control of its delivery system so that it consistently, fully, and correctly delivers orders on the first attempt at least 95% of the time. This percentage is based upon inmate orders and not an overall item count. Subcontractor's employees will correct any error or missed item and deliver the same within one business day. The Subcontractor may temporarily remove items from the current list of items available to and to be chosen by the inmate for that particular week – this must be done on the order sheets before distribution to the inmates.

E. Facilities and Equipment: County will supply on-site warehousing, office space and a delivery staging area at the Facilities.

F. Fund Transfer and Technology: Subcontractor shall install such computer hardware and related equipment and software (collectively "Computer Equipment") as necessary to support Subcontractor's commissary operations, including the ability of inmates to electronically order commissary items and those external to the jail to electronically order commissary (e.g., friends, relatives) for the inmate. Subcontractor shall be responsible to support and maintain all Computer Equipment during the term of this Agreement.

The Subcontractor will cause its banking system to integrate with the Sheriff's Office jail records management system and will debit an inmate's fund for purchases and maintain real time records. Items not actually received by the inmate will be promptly credited to his/her account within three business days of the first delivery date. Subcontractor will also provide a system for off-site deposits to the inmate account if requested by the Sheriff.

G. Phone Service Provider: Subcontractor will coordinate its processes as requested by the Sheriff for inmate phone services. (These services are provided by another vendor - for example if the Sheriff requests phone cards be issued as part of commissary.) In the event that there is a change in the phone service provider used at the Facility, or in the process by which phone service is used at the Facility, or in the process by which phone cards are used in the facility, Subcontractor will be responsible for any costs associated with adapting Subcontractor's processes to work with the new phone provider and processes.

25. Emergency Plan: TRINITY shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the Effective Date. In the event of a Force Majeure, the County shall assist TRINITY by permitting reasonable variations in TRINITY's menu cycle, product offerings, and service methods. However, TRINITY shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County, but must be agreed upon. The term "**Force Majeure**" means any war, riot, terrorism, warlike action (whether actual, impending or expected, and whether de jure or de facto), or other disorder, strike or other work stoppage, fire, explosion, earthquake, severe weather, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, tornado, acts of God or other natural disaster, or other casualty, or other restraint of government (civil or military), blockades,

insurrections, acts of terrorists or vandals, epidemics, pandemics, civil commotion, any material interruption of the Facility utility systems, confiscation or seizure by any government or public authority, laws, rules and regulations of governmental authorities, or nuclear reaction or radiation, radioactive contamination, or other similar condition not within the reasonable control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

26. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Contract shall be in Champaign County, Illinois.

27. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and TRINITY and supersedes all prior negotiations, representations or agreements, either written or oral, including without limitation, any request for proposal, invitation to bid, bid specifications, bids, proposals or other similar documents. This Agreement may be amended only by written instrument signed by both the County and TRINITY.

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

29. **WAIVER:** The failure of TRINITY or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

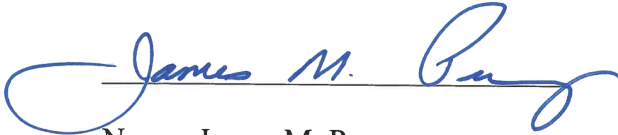
30. **COUNTERPARTS; PDF AND FACSIMILE SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

Contractor: Trinity Services Group, Inc.

County of Champaign
State of Illinois

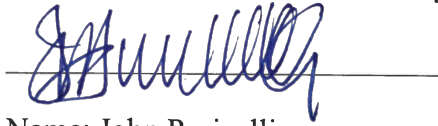


Name: James M. Perry
Title: Sr. Vice President
Date: 4/3/23



Name: Dustin D. Heuerman
Title: Sheriff
Date: 04/03/2023

Subcontractor: Keefe Commissary Network, LLC



Name: John Puricelli

Title: Executive Vice President

Date: 04/03/2023

Attachment A
Champaign County, Illinois
Effective 5/1/2023 through 4/30/2024

Prices Per Adult Meal

Population	Price
175 and below	\$1.940
176 - 200	\$1.760
201 - 225	\$1.631
226 - 250	\$1.531
251 - 275	\$1.451
276-300	\$1.388
301 and above	\$1.333

	Price
Adult Snacks	\$1.16
Kosher	\$5.50
Juvenile Meal	\$2.97
Juvenile Snacks	\$1.53

Attachment B

Payment Services

1. **Services.** Subcontractor 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 Subcontractor or such other methods ("**Transactions**") for crediting account balances held by County on behalf of the recipients of funds (the "**Services**"). Subcontractor provides the Services in its capacity as a licensed money services business. Subcontractor represents and warrants to County that Subcontractor is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** County authorizes Subcontractor 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 Subcontractor.**
 - a. Subcontractor will receive payments from the public, directed to recipients by way of the Services.
 - b. Subcontractor will transfer payment files to County on a daily basis. Subcontractor 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, Subcontractor, in its sole discretion, reserves the right to delay its acceptance of any transaction that Subcontractor determines to be suspicious and warrants further investigation. County acknowledges and agrees that Subcontractor may reject, terminate or cancel any proposed transaction should Subcontractor determine the transaction is being made for an improper or illegal purpose.
 - c. Subcontractor will provide County with daily payment information by way of the Subcontractor County interface.
 - d. Subcontractor will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Subcontractor's failure to timely transmit any payment to County.
 - e. Subcontractor will provide sufficient promotional material to be posted by County.
 - f. Subcontractor, upon receipt of written notice from County, shall place limitations on transactions. The limitations will be implemented by Subcontractor as soon as is reasonably practicable.
 - g. Subcontractor 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. Subcontractor agrees and warrants that its contract with said third-party service provider requires the third-party service provider to assume toward Subcontractor the third-party's obligations and responsibilities for the third-party's acts and omissions, including but not limited to indemnification, insurance coverage, and Equal Employment practices
4. **Responsibilities of County.**

- a. County will provide Subcontractor with the required bank account information for transmission of an EFT. County agrees to notify Subcontractor, 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 Subcontractor, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Subcontractor and any incorrect payments. At Subcontractor's sole option and in lieu of the foregoing, Subcontractor may offset any such overpayments from future payment amounts transmitted by Subcontractor to County and notify County of any such offset.
 - c. Upon implementation of the Services, County agrees that it will not accept payments designated for recipient accounts. County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
 - d. County will promptly report receipt of each payment to the designated account or recipient in accordance with the County's policy.
 - e. County agrees that it shall, to the full extent allowed by law, assume liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Attachment B and/or its sole negligence in the performance of its duties hereunder.
 - f. Subcontractor 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.
 - g. County agrees that Subcontractor 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. Subcontractor shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County acknowledges may be amended by Subcontractor in its sole discretion from time to time. Subcontractor will provide thirty (30) day prior written notice to the County of changes to its rate schedule

Handling Charge Structure for Deposit Services

Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile Phone App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk	Walk-in Fee	Lockbox Fee
\$0.01 - \$19.99	\$4.95	\$6.96	\$4.95	\$4.00	\$5.95	\$0.00
\$20.00 - \$99.99	\$7.95	\$9.95	\$7.95	\$4.00	\$5.95	\$0.00
\$100.00 - \$199.99	\$9.95	\$11.95	\$9.95	\$4.00	\$5.95	\$0.00
\$200.00 - \$300.00	\$11.95	\$13.95	\$11.95	\$4.00	\$5.95	\$0.00
\$300.01 - \$900.00	N/A	N/A	N/A	N/A	\$5.95	N/A

6. **Exclusivity.** Subcontractor has the exclusive right to provide the Services for the County and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Subcontractor.

7. **Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Attachment B within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.
8. **Refunds/Chargebacks.**
- a. The Parties acknowledge that once Subcontractor accepts a transaction submitted to the applicable payment network or otherwise for processing, Subcontractor cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Subcontractor are non-refundable to the individual by Subcontractor. 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, Subcontractor will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Subcontractor's sole discretion. Upon written request from Subcontractor, County agrees to provide requested information needed to pursue the chargeback.
 - c. If an individual requests a refund, Subcontractor will not be responsible for making those funds available if they have been already settled to a designated account by Subcontractor or are beyond Subcontractor's control.
 - d. If County and sender of funds issue inconsistent instructions or requests to Subcontractor, County's instructions will control and County will reimburse, defend, indemnify and hold Subcontractor harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with County's instructions.
9. **Damages Cap; No Other Warranty.** OTHER THAN SUBCONTRACTOR'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL SUBCONTRACTOR'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS ATTACHMENT B, EXCEED THE AMOUNT OF SERVICE FEES PAID TO SUBCONTRACTOR FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. EXCEPT FOR THE WARRANTIES AND GUARANTEES PROVIDED IN THE AGREEMENT AND THIS ATTACHMENT B, THE SERVICES ARE PROVIDED "AS-IS" AND NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.