



Amendment II to the Commissary Delivery Services Agreement Kiosk Services Agreement

This Kiosk Services Agreement ("Agreement"), Amendment II to the Commissary Delivery Services Agreement dated October 1, 2021, as amended, is by and between Ottawa County ("Client") and Canteen Services, Inc., ("Canteen"), is effective upon date signed.

Recitals

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

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

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

Terms of Agreement

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

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

One (1) Lobby Kiosk and interface located in the main lobby of the Ottawa County Jail

One (1) Booking Vault and interface located in the booking area of the Ottawa County Jail

Kiosk Users may use Kiosk(s) to deposit cash or otherwise make payments that will be credited to Inmate's account for commissary spending, for Inmate's Bond, or to be applied, fully or partially, as allowed by law, towards Inmate's debt. Transactions to be credited for use as a Bond shall not be used for any other purpose. Kiosk(s) transactions will not be used for any other purpose than those purposes stated in this Agreement.

3. **Service, Maintenance and Repair.** Canteen represents that the time taken to credit the Inmate's account after successful completion at the Kiosk(s) will be almost instantaneous. After receiving notice of an undesirable Kiosk event or outage, Canteen will respond on-site within 24 hours after notification to facilitate necessary repairs and/or resolve the issue. Canteen shall maintain the Equipment in good operating condition, ordinary wear and tear excepted, including without limitation, furnishing all parts and labor. Except as otherwise provided, all maintenance and repairs shall be done at Canteen's expense. Client shall be responsible for, and reimburse Canteen for, repairs or maintenance to Kiosk(s) that are a result of any misuse, destruction, damage, or vandalism. Client shall promptly notify Canteen in writing of any misuse, destruction, damage, or vandalism. Canteen shall promptly notify the Client in

writing if it believes any damage to the Kiosk(s) have been caused due to misuse, destruction, damage or vandalism for which Canteen believes the Client is responsible under this Paragraph.

4. **Kiosk and Web Service Deposit Fees.** Canteen charges a transaction fee from the Kiosk and Web Service Deposit User for each transaction, which is automatically collected during the transaction process. The transaction fee shall be charged at the time a deposit is made to an Inmate's account. The portion of the deposit that is designated for the Inmate shall be credited to the Inmate's trust account. The portion of the deposit designated as a transaction fee will be credited to Client. Canteen shall invoice Client on a weekly basis to collect the transaction fee. The transaction fee will be charged as follows:

Cash Transactions (Lobby Kiosk only)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
\$0.00 to \$40.00	\$3.25 based on 1 cash retrieval/bank deposit per week
\$40.01 and above	\$3.50 based on 1 cash retrieval/bank deposit per week

The Client shall control the inmate spending limit but agrees that it will not drop that limit below \$100.00 per week per inmate without Canteen's approval. If the Client increases the limit, it shall notify Canteen in writing and Canteen shall implement the increase within fifteen (15) days.

Credit Card Transactions (Lobby Kiosk, Booking Vault or Web)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor*</i>
\$0.00 to \$30.00	\$4.95
\$30.01 to \$50.00	\$5.95
\$50.01 to \$70.00	\$6.95
\$70.01 to \$100.00	\$7.95
\$100.01 to \$200.00	\$4.00 + 4% of total transaction
\$200.01 and over	8% of total transaction

*\$2.00 additional fee for operator assisted transactions by phone

Cash Bond (Lobby Kiosk and Booking Vault)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
ALL AMOUNTS	6% of bond amount, minimum \$4.00

Credit Card Bond (Lobby Kiosk and Booking Vault)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
\$0.01 - \$2,000.99	\$10.00 + 7% of total transaction
\$2,001.00 and above	7% of total transaction

Credit Card Bond (Web or Phone)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor*</i>
\$0.01 - \$2,000.99	\$10.00 + 8% of total transaction
\$2,001.00 and above	8% of total transaction

* \$2.00 additional fee for operator assisted transactions by phone

Cash Deposits (Booking Vault only, load cash upon booking)

<i>Transaction Amount</i>	<i>Convenience Fee paid by Depositor</i>
ALL AMOUNTS \$14.00 and above	\$2.00

5. **Price Revisions.** Canteen may not increase the transaction fees charged without client's written permission.

6. **System Interface:** Canteen and Client will establish a system interface that allows for processing of payments directly between the proprietary systems of Client and Canteen. Client and Canteen shall bear their own cost(s) to affect the system interfaces. Both parties shall be responsible for ensuring system interfaces meet the minimum industry standards for confidentiality.

7. **Instructions for Kiosk Users.** Client and Canteen will instruct the Users to identify the Inmate whose account is to be credited, or Bond is provided for, by the transaction at the Kiosk by providing the following information as deemed necessary: a) the Inmate's name; b) the Inmate's PIN or permanent identification number; c) the User's full name and address.

8. **Authorized Transaction Types.** Client will provide Canteen a list of transaction types, the amount for each transaction, and the limits for each transaction type. Canteen will use its default parameters unless Client specifies unique requirements.

Upon reasonable advance notice and no more than twice per year, either party may conduct an audit to ensure that the other is in compliance with this Agreement. Such audit will be conducted during regular business hours, and the second party will provide the first party with reasonable access to all relevant equipment and records.

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

10. **Title.** Canteen and/or Genesis Technology is the owner of the Kiosk, software and hardware provided pursuant to this Agreement. Client acknowledges that Canteen and/or Genesis Technology is the sole owner of all intellectual property rights in and to the Equipment, including, but not limited to the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, and report formats associated with the Equipment. Except as expressly authorized in this Agreement, Client will not use, copy, modify, distribute, sublicense, transfer, display, rent or unbundle the Equipment. In addition, Client will not reverse engineer, decompile or disassemble the Equipment, and will not otherwise attempt to reconstruct or discover the source code for the Equipment. Canteen reserves all rights in the Equipment not expressly granted to Client in this Agreement.

11. **Equipment Access.** Canteen and/or its contracted third party shall have the right to access the equipment as needed for necessary maintenance (e.g., money pick-ups, repairs, upgrades, replacement, permanent displacement, etc.) at reasonable times.

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

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

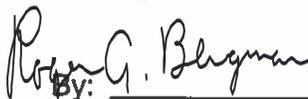
14. **Term and Merger.** This Agreement and the Commissary Delivery Services Agreement constitute the complete expression of the parties' understandings on these subjects. All oral or prior understandings are merged herein. The terms of the Commissary Delivery Services Agreement shall apply to this Agreement, unless in conflict with the provisions of this Agreement, in which case this Agreement will control. The term of this Agreement is coordinated with the Commissary Delivery Services Agreement, except that either party may terminate this Agreement upon ninety (90) days written notice to the other party, without affecting the term of the Commissary Delivery Services Agreement.

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

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

17. **Control of Commissary Delivery Services Agreement.** Any term or condition not provided for herein shall be governed by the Commissary Delivery Services Agreement. To the extent any provision contained herein is contrary to the provisions of the Commissary Delivery Services Agreement, the language contained within the Commissary Delivery Services Agreement shall control.

COUNTY OF OTTAWA

By: 

Roger A. Bergman, Chairperson
Board of Commissioners

11/12/2021

Date

By: 

Justin F. Roebuck,
County Clerk/Register

11/12/2021

Date

CANTEEN SERVICES, INC.

By: 

Jeffrey Tiggelman
President, Canteen Services, Inc.

11/11/2021

Date