

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated April 7, 2026 and is between Canteen of Fresno, Inc., a California corporation, whose address is at 527 L Street, Fresno, CA 93721 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County needs the services of an independent contractor to provide commissary services at Main Jail, North Annex Jail, West Annex Jail and any future facilities (individually, "Fresno County Jail Facility" or collectively, "Fresno County Jail Facilities."

B. County desires to contract for the provision of such services in connection with the operation of the Fresno County Jail Facilities.

C. County conducted a Request for Proposals (RFP) for commissary services, which closed in December of 2025, and Contractor was determined to be the best fit to provide these services to County.

D. Contractor represents that it is qualified and willing to provide such services and agrees to provide such services pursuant to the terms of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all commissary management services for Fresno County Jail Facilities at the following locations:

- (A) Main Jail: 1225 "M" Street, Fresno, CA 93721
- (B) North Annex Jail: 1265 "M" Street, Fresno, CA 93721
- (C) West Annex Jail: 2208 Merced Street, Fresno, CA 93721

1.2 The County reserves the right to modify, eliminate or add commissary service requirements at any location in its sole discretion. Such modification or elimination of commissary service requirements shall not affect the obligation of the Contractor with respect to other County facilities.

1 1.3 In performance of this Agreement, the Contractor also agrees to provide commissary
2 services at any future Fresno County Jail Facility of the County that is put into operation during
3 the term of this Agreement at the time, place and amount as designated by the County.

4 1.4 The Contractor shall designate its General Manager as the liaison between the
5 County and the Contractor with respect to all notices, communications, and invoices necessary
6 for execution and performance of this Agreement and any related disputes. The Contractor's
7 General Manager shall be available via phone during delivery hours.

8 1.5 The Contractor agrees to comply with all Federal, State, and Local Laws and
9 regulations governing the quality, transportation and delivery of commissary items, and to
10 procure and keep in effect all necessary licenses and permits, as required by law.

11 1.6 Contractor shall not have any right to control or exclusively possess all or any portion
12 of any County facility, including the Fresno County Jail Facilities, and at any time, authorized
13 County staff may enter County facilities, including the Fresno County Jail Facilities, where
14 Contractor is performing services.

15 **1.7 Contractor Employee Management**

16 (A) Contractor agrees to comply with all applicable Federal, State, and Local Laws
17 and regulations pertaining to wages and hours of employment.

18 (B) Contractor shall hire, supervise, and train all appropriate employees to
19 accomplish the requirements of this Agreement. The Contractor shall only utilize its
20 employees to fulfill its obligations under this Agreement. It shall be the Contractor's
21 responsibility to ensure that all its employees and agents are informed of and observe all
22 County applicable rules, regulations, policies and procedures pertaining to all Fresno
23 County Jail Facilities. County shall provide all County applicable rules, regulations,
24 policies, and procedures pertaining to all Fresno County Jail Facilities to the Contractor.
25 All Contractor employees shall be made aware by the Contractor of the County's "No
26 Hostage Policy" within any Fresno County Jail Facilities. All Contractor employees shall
27 attend the mandatory detention security orientation training prior to being granted access
28 privileges to any of the Fresno County Jail Facilities. Contractor's employees shall attend

1 training on contraband, working around incarcerated persons, control of personal keys,
2 and informing jail personnel about incarcerated person escape plans, drugs, or other
3 contraband information.

4 (C) Contractor shall ensure that drug testing, a DMV report, and a criminal
5 background check are completed by Contractor before hiring an individual as
6 Contractor's employee to work in connection with this Agreement. Contractor shall only
7 hire as employees to work in any of the Fresno County Jail Facilities or in connection
8 with this Agreement those employees with a clean drug test, DMV report, and criminal
9 background check.

10 (D) Contractor is responsible for ensuring that all its employees wear appropriate
11 Contractor-provided uniforms and County-issued identification badges while on duty and
12 present in or around any of the Fresno County Jail Facilities.

13 (E) No Contractor employee shall report for duty in or around any Fresno County Jail
14 Facility while under the influence of alcohol or drugs. The odor of alcohol or observable
15 physical symptoms shall be presumptive of being under the influence at the discretion of
16 the County. If any Contractor employee is under the influence, by the determination of
17 the County, that employee's access privileges to all Fresno County Jail Facilities shall be
18 immediately revoked, the employee shall be immediately removed from the Fresno
19 County Jail Facility, and shall not be allowed to perform any work related to this
20 Agreement.

21 (F) No Contractor employee shall bring into or cause to be brought into any of the
22 Fresno County Jail Facilities any alcohol, tobacco, drugs, or any County-determined
23 contraband. If any Contractor employee is found to have brought any of such
24 substances into any of the Fresno County Jail Facilities, that employee's identification
25 badge shall be immediately revoked, the employee shall be immediately removed from
26 the Fresno County Jail Facility, and shall not be allowed to perform any work related to
27 this Agreement.

1 (G) Contractor shall provide to the County background information and a resume for
2 the individual who shall be designated as its General Manager. The County's Division
3 Commander and/or his or her staff shall interview any proposed General Manager prior
4 to their placement into any of the Fresno County Jail Facilities. If there is any change in
5 the General Manager during the term of this Agreement, the same procedures shall be
6 required. The County reserves the right to reject any Contractor General Manager
7 without cause.

8 (H) Contractor shall provide to the County employment applications and resumes, if
9 available, of prospective Contractor's employees to be hired during the term of this
10 Agreement, and shall ensure that the applicants complete an "Application for Facility
11 Access County Service Provider," similar to the form attached as Exhibit A at least sixty
12 (60) days in advance of the hire date.

13 **1.8 Contractor Record Management**

14 (A) Contractor shall provide a daily and weekly transaction history of all debits and
15 credits with the Sheriff's Business Office.

16 (B) Except for the detailed weekly invoice, monthly written report and the year-end
17 summary report, the Contractor shall provide the following reports as requested by the
18 County within two (2) days of the County's request:

- 19 (1) Output of commissary slips by location or by individual;
- 20 (2) Remote side orders and credits;
- 21 (3) Daily summary of sale by product on a single date;
- 22 (4) Period summary of sales by product from a date through a date;
- 23 (5) Cash balance report;
- 24 (6) Account balance report; and
- 25 (7) History of an order for an account from a date through a date.

26 (C) Contractor shall provide other reports as requested by the County within two (2)
27 days of the County's request. On the fifth (5th) business day of the month, the
28 Contractor's monthly written report of the prior month shall be due no later than 5:00

1 p.m. (PST). On the (5th) business day of the month following the end of the calendar
2 year, the Contractor's Year-end Summary Report for the prior year shall be due no later
3 than 5:00 p.m. (PST).

4 1.9 Contractor and the County agree that time is of the essence in the Contractor's
5 submission of reports. Contractor further agrees that delays in the Contractor's performance of
6 its obligations under Section 1.8 of this Agreement shall adversely affect the County and shall
7 cause unrecoverable damage to the County. Therefore, Contractor agrees to pay liquidated
8 damages to County in the event of a delay of submission of any reports, which Contractor
9 agrees is a fair, reasonable, and necessary part of this Agreement. Accordingly, Contractor
10 agrees to pay as liquidated damages, and not as a penalty, \$100.00 per calendar day for each
11 day that any report is late, unless County grants prior written approval for late submission of any
12 late report by the Contractor.

13 **1.10 Micro-markets and Vending Machines**

14 (A) Contractor shall operate micro-markets in the Fresno County Jail Facility dining
15 areas for staff use. The items provided in these micro-markets shall be approved by the
16 County prior to their provision and shall be to the satisfaction of the County.

17 (B) Contractor shall supply, at the request of the County, Contractor-owned vending
18 machines for staff use. The items provided via the Contractor-owned vending machines
19 shall be approved by the County prior to their provision and shall be to the satisfaction of
20 the County. Before Contractor may place an additional vending machine, the Contractor
21 shall give written notice to the County for its approval and must receive the County's
22 written approval from the Jail Medical Services Bureau Captain. County shall provide
23 Contractor with a written notice if County decides to revoke the Contractor with a written
24 notice if County decides to revoke the Contractor's placement of any vending machine.
25 Contractor shall be responsible for the maintenance and costs of removal of the vending
26 machine and related waste.

27 **1.11 Commissary Items**

1 1.12 Contractor shall develop a list of items to be offered to incarcerated persons and
2 shall provide a variety of items, reflective of the ethnically diverse incarcerated person
3 population. Contractor shall also provide, as directed by the County, items which comply with
4 recognized religious tenets (e.g. Kosher, Halal, etc.), and special dietary needs. Contractor shall
5 provide a commissary ordering form that shall clearly identify items that shall meet a special
6 dietary need, such as: Low Sodium, Low Sugar, Kosher, etc. All commissary items must be
7 approved by the Jail Medical Services Bureau Captain.

8 1.13 Contractor's registered dietician shall review all consumable commissary items and
9 verify that any specific commissary item that purports to comply with religious tenets or special
10 dietary needs does so. Contractor shall provide evidence of such reviews by the Contractor's
11 registered dietician to the County within five (5) days from the County' request. The registered
12 dietician shall work in conjunction with the County and the County's Department of Health in
13 their review. A copy of the registered dietician's license shall be provided to the County within
14 two (2) days of its request.

15 (A) Contractor shall submit the commissary item list (i.e., the quantity and the prices
16 of the commissary items to be offered) to County on the Effective Date of this
17 Agreement.

18 (B) Commissary lists must accurately document actual items for purchase along with
19 cost. If any items sold or prices vary from the approved list, the change must be
20 immediately noticed to the Jail Medical Services Bureau Captain. Before adding an item
21 to the list of commissary items to be provided to the County, the Contractor shall submit
22 a written notice of the addition of the proposed item and five (5) actual samples of the
23 proposed item to the Jail Medical Services Bureau Captain at least one month in
24 advance of their offering. Any item deletion shall be submitted in writing to the Jail
25 Medical Services Bureau Captain at least one month in advance of its cancellation. Any
26 price change shall be submitted in writing to the Jail Medical Services Bureau Captain at
27 least one month in advance of the price change. Such changes shall be reflected in the
28

1 commissary order forms by updating the commissary order forms, which shall be the
2 Contractor's responsibility.

3 (C) As part of the commissary items, Contractor shall provide for sale County-
4 approved over-the-counter medicine as requested by the County. Additionally,
5 Contractor shall sell and provide Americans with Disabilities Act-approved 4" security
6 toothbrushes.

7 (D) Contractor's items sold shall comply with the provisions of Code of Regulations,
8 Title 15, California Penal Code Section 4025, and all other Federal, State, and Local
9 Laws and Regulations applicable to the Fresno County Jail Facilities' commissary
10 services.

11 (E) Purchases shall be limited to a maximum of \$150.00 per incarcerated person per
12 week for orders placed by the incarcerated person and orders placed through the
13 "mycarepack.com" website. The Contractor shall withhold commissary purchases and
14 deny new commissary purchases to those incarcerated persons identified by the
15 Sheriff's staff to be on a disciplinary status or to those incarcerated persons who have
16 lost their commissary privileges.

17 (F) Contractor shall package and deliver commissary orders to the delivery points as
18 designated by the County. Contractor must begin and complete delivery of commissary
19 items at the dates, schedule, and times determined by the County, at County's sole
20 discretion, and may be changed at the sole discretion of the County.

21 (1) Contractor shall pick up commissary order forms by 5:30 am (PST) and shall
22 deliver the commissary items between 1:00 pm and 8:30 pm (PST) on the same date
23 when necessary. Contractor shall delivery the commissary items at least twice per
24 week, unless directed otherwise by the County.

25 (2) **Redeliveries.** Contractor shall make any redeliveries of commissary order no
26 later than by 11:00 AM PST of the next day following the date the items were initially
27 delivered. However, Contractor shall reschedule delivery times and change the dates
28 as requested by the County at County's sole discretion. Redelivery may be due to

1 errors, out of stock items, or damaged items, as confirmed by Jail Services Unit Staff
2 supervising the commissary delivery.

3 (3) Contractor shall deliver all commissary items directly to the housing units of
4 all incarcerated persons housed at the Fresno County Jail Facilities.

5 (4) Contractor shall remove all equipment used to transport commissary items
6 and any resulting waste from the various delivery points as designated by the
7 County.

8 (5) Contractor shall use a clear, sealed tamperproof plastic bag which has large
9 and small holes punched through to deliver the commissary items to the incarcerated
10 person. Each bag shall have the incarcerated person's identification number, name,
11 facility and location, list of items and quantity ordered, total amount of the order, and
12 the incarcerated person's account balance on it.

13 (6) Contractor shall check each order twice for accuracy, in the warehouse and
14 at the point of delivery. In case of errors, extra product shall accompany every
15 delivery. When delivering the commissary order, the Contractor shall verify and
16 check-off each incarcerated person's name from the commissary distribution list.

17 (7) Contractor shall ensure that all products ordered by incarcerated persons or
18 through the "mycarepack.com" website are delivered to the correct incarcerated
19 person by scanning the incarcerated person's wristband using a scanning program
20 and device, making sure the information provided by the wristband matches the Jail
21 Identification Number, and by ensuring that the incarcerated person's photo on the
22 wristband matches the incarcerated person's face.

23 (8) Contractor shall ensure that each receipt of completed commissary order is
24 signed by the incarcerated person upon the delivery of the completed commissary
25 order. Contractor shall retain these receipts and original completed commissary
26 order forms.

27 (G) Contractor shall provide to the County internet-based commissary purchasing
28 through its "mycarepack.com" website free of charge. This website shall be maintained

1 by Contractor at no cost to County. This website shall be for the sole purpose of
2 providing a point of service for the provision of commissary items and gift packs to
3 incarcerated persons that are paid by the relatives, friends, loved ones, and other
4 interested parties of the incarcerated persons. All commissary items purchased through
5 “mycarepack.com” website shall be delivered according to the same delivery
6 requirements and conditions imposed on the Contractor for commissary items
7 purchased by the incarcerated persons as discussed herein.

8 (H) If a commissary item is retooled or discontinued by the manufacturer, the
9 Contractor shall inform the County immediately and the replacement item shall be
10 submitted for approval or removal to Jail Medical Services Bureau Captain within thirty
11 (30) days of the Contractor receiving the item. The Contractor shall obtain a replacement
12 item within thirty (30) days of receiving notice of its predecessor’s retooling or
13 discontinuation.

14 **1.14 Operational Issues**

15 (A) Contractor shall ensure that every incarcerated person who (i) properly
16 completes a commissary form, (ii) has been deemed eligible for commissary by the
17 County, and (iii) has sufficient, verifiable trust funds, can purchase commissary items a
18 minimum of once per week. Additional opportunities to purchase commissary items must
19 be mutually agreed upon by both the County and the Contractor.

20 (B) Contractor shall provide, as needed, pre-printed commissary order forms and
21 shall update them as commissary items or prices change. The Contractor shall be
22 responsible for the delivery of the order forms.

23 (C) Contractor shall be required to store all inventory off-site. No on-site storage or
24 preparation area shall be provided by the County.

25 (D) Contractor agrees to meet on an as-needed basis with designated jail
26 representatives for purposes of resolving all commissary service issues. Contractor shall
27 maintain a written record of all such meetings and supply a copy of these records to the
28 jail representative designated by the County.

1 (E) Contractor shall be responsible for responding to all incarcerated person verbal
2 complaints or verbal grievances concerning commissary service issues within twenty-
3 four (24) hours of receiving said grievance from correctional staff of the County. If the
4 Contractor is unable to effectively resolve a verbal complaint or verbal grievance and a
5 written grievance is submitted, Contractor shall be responsible for answering all written
6 grievances regarding commissary issues within fourteen (14) days of receiving the
7 grievance.

8 (F) Within ten days from the Effective Date of this Agreement, Contractor shall
9 provide the County with a detailed emergency commissary services plan which
10 addresses interruption of normal delivery, i.e., loss of power or water, fire, employee
11 actions, etc., for any period of time for all Fresno County Jail Facilities.

12 (G) Contractor shall provide a method of handling backorders and restocking for
13 items that have been ordered and not delivered to an incarcerated person because they
14 may have been released. Contractor shall maintain a 99.9% or greater completed (no
15 backorder) order percentage. If an incarcerated person has ordered commissary and
16 their account debited, but the incarcerated person is released or transferred before
17 receiving their order, the entire order shall be brought back to Contractor's warehouse,
18 all items restocked, and that incarcerated person's account shall be credited so their
19 funds can be returned to them.

20 (H) Contractor shall (i) provide and install the interface between its commissary
21 program and the Viapath/GTL tablets and kiosks at the Fresno County Jail Facilities, (ii)
22 shall ensure that its commissary program integrates with the Viapath/GTL tablets and
23 kiosks at the Fresno County Jail Facilities to allow incarcerated persons the ability to
24 electronically order commissary items, and (iii) shall obtain the necessary permission,
25 licenses and perform any other necessary action for such installation and integration
26 prior to the Effective Date of this Agreement. All operation and maintenance of all
27 computer hardware and software for the commissary services program and the related
28 computerized incarcerated person account system is the responsibility of Contractor.

1 Such hardware shall not be located at any of the Fresno County Jail Facilities but shall
2 be located at Contractor's offsite location.

3 1.15 **Representation.** The Contractor represents that it is qualified, ready, willing, and
4 able to perform all of the services provided in this Agreement.

5 1.16 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
6 applicable federal, state, and local laws and regulations in the performance of its obligations
7 under this Agreement, including but not limited to workers compensation, labor, and
8 confidentiality laws and regulations.

9 **Article 2**

10 **County's Responsibilities**

11 2.1 The County designates the Jail Medical Services Bureau Captain of the County, or
12 his or her designee ("Jail Medical Services Bureau Captain"), as the liaison between the
13 Contractor and the County with respect to all communications, billing, and invoicing necessary
14 for the performance of this Agreement and any related disputes.

15 2.2 At the expense of the Contractor, the County shall conduct necessary background
16 checks on all employees of the Contractor that the Contractor assigns to work in any of the
17 Fresno County Jail Facilities. These background checks must be completed before the
18 employee's placement into one of the Fresno County Jail Facilities. The Sheriff, or his or her
19 designee, reserves the right to refuse admittance to any employee of the Contractor at his/her
20 sole discretion without cause. The Sheriff, or his or her designee, reserves the right to require
21 background checks of all employees the Contractor assigns to provide services under this
22 Agreement, regardless of whether that employee normally accesses any of the Fresno County
23 Jail Facilities or not.

24 2.3 The County shall provide directions to the Contractor's employees in the event of any
25 disturbances or security-related incidents while inside the Fresno County Jail Facilities. The
26 Contractor's employee shall immediately follow the directions of the County's correctional staff
27 in such circumstances.

1 2.4 The County shall immediately notify the Contractor if any of the Contractor's
2 employees assigned to the Fresno County Jail Facilities lose their access privileges. The
3 Contractor shall immediately remove said employee from the relevant Fresno County Jail
4 Facility.

5 2.5 The County-designated Jail Watch Commander shall resolve disputes involving jail
6 staff and the Contractor in matters such as work location and security measures.

7 2.6 The County shall provide ingress/egress privileges to the appropriate Fresno County
8 Jail Facility or Facilities, subject to its security requirements, to the Contractor's employees who
9 have been approved for such privileges by the County.

10 2.7 The County shall provide the Contractor access to the Fresno County Offendertrak
11 Computer System. The Contractor shall ensure that it obtains the necessary permission and any
12 required licenses and shall perform any other necessary action to obtain such permission and any
13 required license prior to accessing the Offendertrak Computer System. The County shall provide a
14 detailed contingency plan in case of system failure, connection failure, file corruption or other
15 problems that result in the inability to obtain the incarcerated person download file. If the
16 Contractor does not receive the incarcerated person download file in its correct format by 7:00
17 a.m., commissary delivery shall be delayed. All ongoing equipment shall be provided at the
18 Contractor's expense.

19 2.8 The County shall make incarcerated person accounts accessible to the Contractor.

20 2.9 **Protection of Incarcerated Person Information and Other Information.**

21 Definitions:

22 A. "Authorized Persons" means the Contractor's employees who have access to Personal
23 Information.

24 B. "Disclose" or any derivative thereof means to disclose, release, transfer, disseminate, or
25 otherwise provide access to or communicate all or any part of any Personal Information
26 orally, in writing, or by electronic or any other means to any person.

27 C. "Personal Information" means any and all information, including any data, provided, or to
28 which access is provided, to the Contractor by or upon the authorization of the County,

1 under this Agreement that: (i) identifies, describes, or relates to, or is associated with, or
2 is capable of being used to identify, describe, or relate to, or associate with, a person
3 (including, without limitation, names, physical descriptions, signatures, addresses,
4 telephone numbers, e-mail addresses, education, financial matters, employment history,
5 and other unique identifiers, as well as statements made by or attributable to the person);
6 (ii) is used or is capable of being used to authenticate a person (including, without
7 limitation, employee identification numbers, government-issued identification numbers,
8 passwords or personal identification numbers (PINs), financial account numbers, credit
9 report information, answers to security questions, and other personal identifiers); or is
10 personal information within the meaning of California Civil Code section 1798.3,
11 subdivision (a), or 1798.80, subdivision (e).
12

13 D. "Privacy Practices Complaint" means a complaint received by the County relating to the
14 Contractor's (or any Authorized Person's) privacy practices, or alleging a Security Breach.

15 E. "Security Safeguards" means physical, technical, administrative or organizational security
16 procedures and practices put in place by the Contractor (or any Authorized Persons) that
17 relate to the protection of the security, confidentiality, value, or integrity of Personal
18 Information. Security Safeguards shall satisfy the minimal requirements set forth in this
19 Section 2.9.
20

21 F. "Security Breach" means (i) any act or omission that compromises either the security,
22 confidentiality, value, or integrity of any Personal Information or the Security Safeguards,
23 or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of,
24 or any corruption of or damage to, any Personal Information.

25 G. "Use" or any derivative thereof means to receive, acquire, collect, apply, manipulate,
26 employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal
27 Information.
28

- 1 H. The Contractor is aware of the sensitive nature of the Personal Information that the
2 Contractor may encounter or have access to.
- 3 I. The Contractor acknowledges that, in the course of its engagement by the County under
4 this Agreement, the Contractor, or any Authorized Persons, may Use Personal
5 Information only as permitted herein.
- 6 J. The Contractor agrees and covenants in favor of the County that the Contractor shall: (i)
7 keep and maintain all Personal Information in strict confidence, using such degree of
8 care under this Section 2.9 as is reasonable and appropriate to avoid a Security Breach;
9 (ii) Use Personal Information exclusively for the purposes for which the Personal
10 Information is made accessible to the Contractor; (iii) not Use, Disclose, sell, rent,
11 license, or otherwise make available Personal Information for the Contractor's own
12 purposes or for the benefit of anyone other than the County, without the County's
13 express prior written consent, which the County may give or withhold in its sole and
14 absolute discretion; (iv) protect any and all Personal Information from any manner of
15 observance, whatsoever, by or to any person not specifically and explicitly identified and
16 authorized by the County or its designee; and (v) not, directly or indirectly, Disclose
17 Personal Information to any person other than person or persons not specifically and
18 explicitly identified or authorized by the County or its designee pursuant to this
19 Agreement, without the Sheriff's express prior written consent.
- 20 K. The Contractor shall remain liable to the County for the actions and omissions of any
21 unauthorized third party concerning its Use of such Personal Information as if they were
22 the Contractor's own actions and omissions.
- 23 L. The Contractor covenants, represents and warrants to the County that the Contractor's
24 Use of Personal Information under this Agreement does and shall at all times comply
25 with all applicable federal, state, and local, privacy and data protection laws, as well as
26 all other applicable regulations and directives, including but not limited to California Civil
27 Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-
28 Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3,

1 beginning with section 1747). If the Contractor Uses credit, debit or other payment
2 cardholder information, the Contractor shall at all times remain in compliance with the
3 Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including
4 remaining aware at all times of changes to the PCI DSS and promptly implementing and
5 maintaining all procedures and practices as may be necessary to remain in compliance
6 with the PCI DSS, in each case, at the Contractor’s sole cost and expense.

7 M. The Contractor covenants, represents and warrants to the County that, as of the
8 Effective Date of this Agreement, the Contractor has not received notice of any violation
9 of any privacy or data protection laws, as well as any other applicable regulations or
10 directives, and is not the subject of any pending legal action or investigation by, any
11 government regulatory authority regarding same.

12 N. Without limiting the Contractor’s obligations under this Section 2.9, the Contractor’s (or
13 Authorized Person’s) Security Safeguards shall be no less rigorous than accepted
14 industry practices and, at a minimum, include the following: (i) limiting Use of Personal
15 Information strictly to the Contractor’s technical, delivery and administrative personnel
16 and Authorized Persons who are necessary for the Contractor’s Use of the Personal
17 Information pursuant to this Agreement; (ii) ensuring that all of the Contractor’s
18 connectivity to the County computing systems shall only be through the County’s
19 security gateways and firewalls, and only through security procedures approved upon
20 the express prior written consent of the Jail Medical Services Bureau Captain ; (iii) to the
21 extent that they contain or provide access to Personal Information, (a) securing business
22 facilities, data centers, paper files, servers, back-up systems and computing equipment,
23 operating systems, and software applications, including, but not limited to, all mobile
24 devices and other equipment, operating systems, and software applications with
25 information storage capability; (b) employing adequate controls and data security
26 measures, both internally and externally, to protect (1) the Personal Information from
27 potential loss or misappropriation, or unauthorized Use, and (2) the County’s operations
28 from disruption and abuse; (c) having and maintaining network, device application,

1 database and platform security; and (d) maintaining authentication and access controls
2 within media, computing equipment, operating systems, and software applications; (iv)
3 encrypting all Personal Information; and (v) providing appropriate privacy and
4 information security training to Authorized Persons.

5 O. Immediately upon the Contractor's awareness or reasonable belief of a Security Breach
6 or that Personal Information is at risk of being observed or disclosed to or by a person or
7 persons not specifically and explicitly identified or authorized by the County, the
8 Contractor shall (a) notify the Jail Medical Services Bureau Captain of the Security
9 Breach, such notice to be given first by telephone at the following telephone number
10 (559) 600-8131, followed promptly thereafter by email at the following email address:
11 Jack.Rocha@fresnosheriff.org (which telephone number and email address the County
12 may update by providing notice thereof to the Contractor), and (b) preserve all relevant
13 evidence (and cause any affected Authorized Person to preserve all relevant evidence)
14 relating to the Security Breach. The notification shall include, to the extent reasonably
15 possible, the identification of each type and the extent of Personal Information that has
16 been, or is reasonably believed to have been, breached, including but not limited to,
17 compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss
18 or destruction, corruption, or damage.

19 P. Immediately following the Contractor's notification to the County of a Security Breach, as
20 provided pursuant to this Section 2.9, the Parties shall coordinate with each other to
21 investigate the Security Breach. The Contractor agrees to fully cooperate with the
22 County, including, without limitation: (i) assisting the County in conducting any
23 investigation; (ii) providing the County with physical access to the facilities and
24 operations affected; (iii) facilitating interviews with Authorized Persons and any of the
25 Contractor's other employees knowledgeable of the matter; and (iv) making available all
26 relevant records, logs, files, data reporting and other materials required to comply with
27 applicable law, regulation, industry standards, or as otherwise reasonably required by
28 the County. To that end, the Contractor shall, with respect to a Security Breach, be

1 solely responsible, at its cost, for all notifications required by law and regulation, or
2 deemed reasonably necessary by the County, and the Contractor shall provide a written
3 report of the investigation and reporting required to the Jail Medical Services Bureau
4 Captain within thirty (30) days after the Contractor's discovery of the Security Breach.

5 Q. The Contractor shall take prompt corrective action to respond to and remedy any
6 Security Breach and take mitigating actions, including but not limiting to, preventing any
7 reoccurrence of the Security Breach and correcting any deficiency in Security
8 Safeguards as a result of such incident, all at the Contractor's sole expense, in
9 accordance with applicable privacy rights, laws, regulations and standards. The
10 Contractor shall reimburse the County for all reasonable costs incurred by the County in
11 responding to, and mitigating damages caused by, any Security Breach, including all
12 costs of the County incurred relation to any litigation or other action described in this
13 Section 2.9.

14 R. The Contractor agrees to cooperate, at its sole expense, with the County in any litigation
15 or other action to protect the County's rights relating to Personal Information, including
16 the rights of persons from whom the County receives Personal Information.

17 S. The Contractor shall have and maintain a written information security policy that
18 specifies Security Safeguards appropriate to the size and complexity of the Contractor's
19 operations and the nature and scope of its activities.

20 T. The Contractor shall ensure that all of its employees, subcontractors, representatives,
21 agents, outsourcers, and consultants, and providers of professional services to
22 Contractor (who have access to Personal Information and are bound by law or in writing
23 by confidentiality obligations to protect Personal Information in accordance with the
24 terms of this Section 2.9, herein) who Use Personal Information agree to the same
25 restrictions and conditions in this Section 2.9 that apply to the Contractor with respect to
26 such Personal Information by incorporating the relevant provisions of these provisions
27 into a valid and binding written agreement between the Contractor and such persons or
28 entities, or amending any written agreements to provide same.

1 U. Upon the termination of this Agreement, the Contractor shall promptly return to the
2 County all Personal Information, whether in written, electronic or other form or media, in
3 its possession, in a form used by the County at the time of such return, or upon the
4 express prior written consent of the Jail Medical Services Bureau Captain, securely
5 destroy all such Personal Information, and certify in writing to the County that such
6 Personal Information have been returned to the County or disposed of securely, as
7 applicable. If the Contractor disposes of any such Personal Information, as provided
8 herein, such certification shall state the date, time, and manner (including standard) of
9 disposal and by whom, specifying the title of the individual. The Contractor shall comply
10 with all reasonable directions provided by the Jail Medical Services Bureau Captain with
11 respect to the return or disposal of Personal Information and copies thereof. If return or
12 disposal of such Personal Information or copies thereof is not feasible, the Contractor
13 shall notify the County accordingly, specifying the reason, and continue to extend the
14 protections of this Section 2.9 to all such Personal Information and copies thereof. The
15 Contractor shall not retain any copy of any Personal Information after returning or
16 disposing of Personal Information as required by this Section 2.9. The Contractor's
17 obligations under this Section 2.9 survive the termination of this Agreement and apply to
18 all Personal Information that the Contractor retains if return or disposal is not feasible
19 and to all Personal Information that the Contractor may later discover.

20 V. The Contractor acknowledges that any breach of its covenants or obligations set forth in
21 this Section 2.9 may cause the County irreparable harm for which monetary damages
22 would not be adequate compensation and agrees that, in the event of such breach or
23 threatened breach, the County is entitled to seek equitable relief, including a restraining
24 order, injunctive relief, specific performance and any other relief that may be available
25 from any court, in addition to any other remedy to which the County may be entitled at
26 law or in equity. Such remedies shall not be deemed to be exclusive but shall be in
27 addition to all other remedies available to the County at law or in equity or under this
28 Agreement.

1 W. Section 2.9 is not intended, nor does it attempt to, modify or prevent any disclosures that
2 are compelled by law or valid court order. In any case in which the Contractor believes it
3 is required to disclose Personal Information to government regulatory authorities, or
4 pursuant to a legal proceeding, or otherwise as may be required by applicable law, the
5 Contractor shall (a) immediately notify the County of the specific demand for, and legal
6 authority for the disclosure, including providing the County with a copy of any notice,
7 discovery demand, subpoena, or order, as applicable, received by the Contractor, or any
8 Authorized Person, from any government regulatory authorities, or in relation to any
9 legal proceeding, and (b) promptly notify the County before such Personal Information is
10 offered by the Contractor for such disclosure so that the County may have sufficient time
11 to obtain a court order or take any other action the County may deem necessary to
12 protect the Personal Information from such disclosure, and the Contractor shall
13 cooperate with the County to minimize the scope of such disclosure of such Personal
14 Information.

15 X. All services performed by the Contractor under this Agreement shall be in strict
16 conformance with all applicable Federal, State of California and/or local laws and
17 regulations relating to confidentiality.

18 **Article 3**

19 **Compensation, Invoices, and Payments**

20 3.1 **Compensation to the Contractor.** Contractor shall invoice the Fresno County
21 Sheriff's Business Office on a weekly basis for the prior week's commissary deliveries including
22 personal hygiene products, food, snacks, postage stamps, and envelopes. County shall pay the
23 Contractor's invoice for commissary deliveries from incarcerated person accounts only.
24 Contractor shall be responsible for posting commissary purchases to each incarcerated
25 person's account. Contractor must provide the County with a complete audit trail of all
26 transactions.

27 3.2 **Compensation to the County.** Contractor shall pay the County, as fixed
28 commission, 32% of web orders and 35% of kiosk orders of net sales of commissary services.

1 Net sales shall be equal to gross sales, less sales tax, and less postage sales reimbursement.
2 All food sales are non-taxable; all other applicable sales are fully taxable at the then-current
3 established sales tax rate. Contractor shall remit the applicable percentage of weekly net sales
4 to the Incarcerated Person Welfare Fund within three (3) business days after the Contractor
5 receives remittance for the prior week's sales.

6 **3.3 Pricing.** Contractor agrees to maintain an adequate inventory to provide commissary
7 services to incarcerated persons on a regular basis. Prices for products sold by Contractor shall
8 be determined by mutual written consent between Contractor and County. Postage stamps and
9 pre-stamped envelopes shall be sold at face value with no markup. Contractor shall pay all
10 federal, state, and local taxes associated with the operation of the commissary service.

11 **3.4** Contractor shall provide at no additional cost to the County Personal Hygiene Kits
12 and Discipline Housing Kits, according to the specifications determined by the County and
13 modified by the County in its sole discretion, to all eligible incarcerated persons, as determined
14 by the County. Additionally, Contractor shall provide and distribute Indigent Kits, at no additional
15 cost to the County and according to the specifications determined by the County, to indigent
16 incarcerated persons who submit a commissary form requesting the kit during their
17 incarceration. Contractor shall also provide the County enough Indigent Kits to be issued to
18 each incarcerated person at the time of booking. The term "indigent incarcerated person" shall
19 mean any incarcerated person who has less than \$2.00 on their books at the time the
20 commissary order is processed. Incarcerated persons who receive Indigent Kits shall not be
21 charged at any time for such kits.

22 **3.5** Any incarcerated person who receives a Personal Hygiene Kit, as defined by the
23 County, may be charged up to \$3.00 by the Contractor for the Personal Hygiene Kit at the time
24 of booking if they have money when they are booked or later during their incarceration when
25 they have money in their account.

26 **3.6** Contractor acknowledges that the County is a local government entity, and does so
27 with notice that the County's powers are limited by the California Constitution and by State law,
28 and with notice that the Contractor may receive compensation under this Agreement only for

1 services performed according to the terms of this Agreement and while this Agreement is in
2 effect, and subject to the maximum amount payable under this section. The Contractor further
3 acknowledges that County employees have no authority to pay the Contractor except as
4 expressly provided in this Agreement.

5 3.7 **Incidental Expenses.** Contractor is solely responsible for all of its costs and
6 expenses that are not specified as payable by the County under this Agreement.

7 **Article 4**

8 **Term of Agreement**

9 4.1 **Term.** This Agreement is retroactively effective on January 1, 2026, and terminates
10 on December 31, 2028, except as provided in section 4.2, "Extension," or Article 6, "Termination
11 and Suspension," below.

12 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
13 year periods only upon written approval of both parties at least 30 days before the first day of
14 the next one-year extension period. The Sheriff or his or her designee is authorized to sign the
15 written approval on behalf of the County based on the Contractor's satisfactory performance.
16 The extension of this Agreement by the County is not a waiver or compromise of any default or
17 breach of this Agreement by the Contractor existing at the time of the extension whether or not
18 known to the County.

19 **Article 5**

20 **Notices**

21 5.1 **Contact Information.** The persons and their addresses having authority to give and
22 receive notices provided for or permitted under this Agreement include the following:

23 **For the County:**

24 Attention: Business Manager
25 County of Fresno – Sheriff's Business Office
26 2200 Fresno Street
27 Fresno, CA 93721
28 Sheriff.payables@fresnosheriff.org
Fax: (559) 600-8318

For the Contractor:

Attention: Mr. Scott Browning - President
Canteen of Fresno, Inc.

1 527 "L" Street
2 Fresno, CA 93721
3 ScottB@canteenfresno.com

4 5.2 **Change of Contact Information.** Either party may change the information in section
5.1 by giving notice as provided in section 5.3.

5 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
6 for or permitted under this Agreement must be in writing, state that it is a notice provided under
7 this Agreement, and be delivered either by personal service, by first-class United States mail, by
8 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
9 Document Format (PDF) document attached to an email.

10 (A) A notice delivered by personal service is effective upon service to the recipient.

11 (B) A notice delivered by first-class United States mail is effective three County
12 business days after deposit in the United States mail, postage prepaid, addressed to the
13 recipient.

14 (C) A notice delivered by an overnight commercial courier service is effective one
15 County business day after deposit with the overnight commercial courier service,
16 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
17 the recipient.

18 (D) A notice delivered by telephonic facsimile transmission or by PDF document
19 attached to an email is effective when transmission to the recipient is completed (but, if
20 such transmission is completed outside of County business hours, then such delivery is
21 deemed to be effective at the next beginning of a County business day), provided that
22 the sender maintains a machine record of the completed transmission.

23 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
24 nothing in this Agreement establishes, waives, or modifies any claims presentation
25 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
26 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least 30 days' advance written notice to the
6 Contractor, may:

7 (A) Modify the services provided by the Contractor under this Agreement; or

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has
11 occurred, the County may give written notice of the breach to the Contractor. The written
12 notice may suspend performance under this Agreement, and must provide at least 30
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the
17 County, the Contractor has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County may terminate this Agreement by giving at least 30 days advance written notice to the
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
3 demand. This section survives the termination of this Agreement.

4 **Article 7**

5 **Independent Contractor**

6 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
7 agents, employees, and volunteers, is at all times acting and performing as an independent
8 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
9 venturer, partner, or associate of the County.

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
11 manner or method of the Contractor's performance under this Agreement, but the County may
12 verify that the Contractor is performing according to the terms of this Agreement.

13 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
14 right to employment rights or benefits available to County employees. The Contractor is solely
15 responsible for providing to its own employees all employee benefits required by law. The
16 Contractor shall save the County harmless from all matters relating to the payment of
17 Contractor's employees, including compliance with Social Security withholding and all related
18 regulations.

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this
20 Agreement, the Contractor may provide services to others unrelated to the County.

21 **Article 8**

22 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
23 County (including its officers, agents, employees, and volunteers) against all claims, demands,
24 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
25 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
26 the performance or failure to perform by the Contractor (or any of its officers, agents,
27 subcontractors, or employees) under this Agreement. The County may conduct or participate in
28

1 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
2 defend the County.

3 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

4 **Article 9**

5 **Insurance**

6 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
7 Agreement.

8 **Article 10**

9 **Inspections, Audits, and Public Records**

10 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
11 the County may examine at any time during business hours and as often as the County deems
12 necessary, all of the Contractor's records and data with respect to the matters covered by this
13 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
14 request by the County, permit the County to audit and inspect all of such records and data to
15 ensure the Contractor's compliance with the terms of this Agreement.

16 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
17 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
18 California State Auditor, as provided in Government Code section 8546.7, for a period of three
19 years after final payment under this Agreement. This section survives the termination of this
20 Agreement.

21 10.3 **Public Records.** The County is not limited in any manner with respect to its public
22 disclosure of this Agreement or any record or data that the Contractor may provide to the
23 County. The County's public disclosure of this Agreement or any record or data that the
24 Contractor may provide to the County may include but is not limited to the following:

25 (A) The County may voluntarily, or upon request by any member of the public or
26 governmental agency, disclose this Agreement to the public or such governmental
27 agency.

1 (B) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose to the public or such governmental agency any record or
3 data that the Contractor may provide to the County, unless such disclosure is prohibited
4 by court order.

5 (C) This Agreement, and any record or data that the Contractor may provide to the
6 County, is subject to public disclosure under the Ralph M. Brown Act (California
7 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

8 (D) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure as a public record under the California Public
10 Records Act (California Government Code, Title 1, Division 10, beginning with section
11 7920.000) ("CPRA").

12 (E) This Agreement, and any record or data that the Contractor may provide to the
13 County, is subject to public disclosure as information concerning the conduct of the
14 people's business of the State of California under California Constitution, Article 1,
15 section 3, subdivision (b).

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with
17 respect to any record or data that the Contractor may provide to the County shall be
18 disregarded and have no effect on the County's right or duty to disclose to the public or
19 governmental agency any such record or data.

20 **10.4 Public Records Act Requests.** If the County receives a written or oral request
21 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
22 and which the County has a right, under any provision of this Agreement or applicable law, to
23 possess or control, then the County may demand, in writing, that the Contractor deliver to the
24 County, for purposes of public disclosure, the requested records that may be in the possession
25 or control of the Contractor. Within five business days after the County's demand, the
26 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
27 possession or control, together with a written statement that the Contractor, after conducting a
28 diligent search, has produced all requested records that are in the Contractor's possession or

1 control, or (b) provide to the County a written statement that the Contractor, after conducting a
2 diligent search, does not possess or control any of the requested records. The Contractor shall
3 cooperate with the County with respect to any County demand for such records. If the
4 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
5 CPRA or other applicable law, it must deliver the record or data to the County and assert the
6 exemption by citation to specific legal authority within the written statement that it provides to
7 the County under this section. The Contractor's assertion of any exemption from disclosure is
8 not binding on the County, but the County shall give at least 10 days' advance written notice to
9 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
10 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
11 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
12 failure to produce any such records, or failure to cooperate with the County with respect to any
13 County demand for any such records.

14 **Article 11**

15 **Disclosure of Self-Dealing Transactions**

16 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
17 or changes its status to operate as a corporation.

18 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
19 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
20 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the
21 County before commencing the transaction or immediately after.

22 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
23 a party and in which one or more of its directors, as an individual, has a material financial
24 interest.

25 **Article 12**

26 **General Terms**

27 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
28 Agreement may not be modified, and no waiver is effective, except by written agreement signed

1 by both parties. The Contractor acknowledges that County employees have no authority to
2 modify this Agreement except as expressly provided in this Agreement.

3 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
4 under this Agreement without the prior written consent of the other party.

5 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
6 or related to this Agreement.

7 12.4 **Consistent Federal Income Tax Position.** The Contractor acknowledges that the
8 Fresno County Jail Facilities have been acquired, constructed, or improved by using net
9 proceeds of governmental tax-exempt bonds (collectively, "Bond-Financed Facilities"). The
10 Contractor agrees that, with respect to this Agreement and the Bond Financed Facilities, the
11 Contractor is not entitled to take, and shall not take, any position (also known as a "tax position")
12 with the Internal Revenue Service ("IRS") that is inconsistent with being a "service provider" to
13 the County, as a "qualified user" with respect to the Bond-Financed Facilities, as "managed
14 property," as all of those terms are used in Internal Revenue Service Procedure 2017-13, and to
15 that end, for example, and not as a limitation, the Contractor agrees that the Contract shall not,
16 in connection with any federal income tax return that it files with the IRS or any other statement
17 or information that it provides to the IRS, (a) claim ownership, or that it is a lessee, of any
18 portion of the Bond Financed Facilities, or (b) claim any depreciation or amortization deduction,
19 investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed
20 Facilities.

21 12.5 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
22 County, California. Contractor consents to California jurisdiction for actions arising from or
23 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
24 brought and maintained in Fresno County.

25 12.6 **Construction.** The final form of this Agreement is the result of the parties' combined
26 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
27 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
28 against either party.

1 12.7 **Days.** Unless otherwise specified, “days” means calendar days.

2 12.8 **Headings.** The headings and section titles in this Agreement are for convenience
3 only and are not part of this Agreement.

4 12.9 **Severability.** If anything in this Agreement is found by a court of competent
5 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
6 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
7 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
8 intent.

9 12.10 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
10 not unlawfully discriminate against any employee or applicant for employment, or recipient of
11 services, because of race, religious creed, color, national origin, ancestry, physical disability,
12 mental disability, medical condition, genetic information, marital status, sex, gender, gender
13 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
14 all applicable State of California and federal statutes and regulation.

15 12.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
16 of the Contractor under this Agreement on any one or more occasions is not a waiver of
17 performance of any continuing or other obligation of the Contractor and does not prohibit
18 enforcement by the County of any obligation on any other occasion.

19 12.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
20 between the Contractor and the County with respect to the subject matter of this Agreement,
21 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
22 publications, and understandings of any nature unless those things are expressly included in
23 this Agreement. If there is any inconsistency between the terms of this Agreement without its
24 exhibits and the terms of the exhibits, then the inconsistency shall be resolved by giving
25 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
26 exhibits.

27 12.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
28 create any rights or obligations for any person or entity except for the parties.

1 12.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

2 (A) The Contractor is duly authorized and empowered to sign and perform its
3 obligations under this Agreement.

4 (B) The individual signing this Agreement on behalf of the Contractor is duly
5 authorized to do so and his or her signature on this Agreement legally binds the
6 Contractor to the terms of this Agreement.

7 12.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
8 electronic signature as provided in this section.

9 (A) An “electronic signature” means any symbol or process intended by an individual
10 signing this Agreement to represent their signature, including but not limited to (1) a
11 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
12 electronically scanned and transmitted (for example by PDF document) version of an
13 original handwritten signature.

14 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
15 equivalent to a valid original handwritten signature of the person signing this Agreement
16 for all purposes, including but not limited to evidentiary proof in any administrative or
17 judicial proceeding, and (2) has the same force and effect as the valid original
18 handwritten signature of that person.

19 (C) The provisions of this section satisfy the requirements of Civil Code section
20 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
21 Part 2, Title 2.5, beginning with section 1633.1).

22 (D) Each party using a digital signature represents that it has undertaken and
23 satisfied the requirements of Government Code section 16.5, subdivision (a),
24 paragraphs (1) through (5), and agrees that each other party may rely upon that
25 representation.

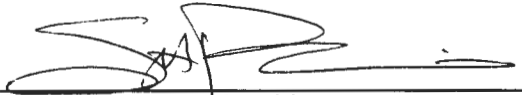
26 (E) This Agreement is not conditioned upon the parties conducting the transactions
27 under it by electronic means and either party may sign this Agreement with an original
28 handwritten signature.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

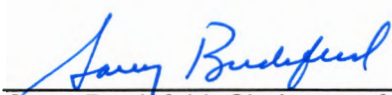
The parties are signing this Agreement on the date stated in the introductory clause.

CANTEEN OF FRESNO, INC.

COUNTY OF FRESNO




Scott Browning, President



Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

527 L. Street
Fresno, CA 93721

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

For accounting use only:

Org No.: 1500
Account No.: 5957
Fund No.: 0096
Subclass No.: 17700

Exhibit A

Application for Facility Access County Service Provider



FRESNO COUNTY SHERIFF-CORONER'S OFFICE
JAIL DIVISION

APPLICATION FOR FACILITY ACCESS TO
THE FRESNO COUNTY DETENTION FACILITIES

Name: _____

Agency/Firm/Organization Represented: _____

Agency/Firm/Organization Address: _____

Agency/Firm/Organization Telephone: _____

Immediate Supervisor: _____

Your Job Title: _____

Reason requesting authorization for Jail Clearance: (Interviews, Assessments, Lead Groups/ Classes, Volunteer, etc.)

After completing this form and the attached "Personal History Statement," immediately have your fingerprints taken at the Main Jail Fingerprints Room, located on the first floor of the Main Jail Detention Facility at 1225 "M" Street.

The review of clearance for approval will take place after fingerprints are researched in Sacramento for any criminal history. Notification will be made when the review is complete.

Temporary clearances are not granted.

Revised 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Instructions to the Applicant

- The information provided in this Personal History Statement (PHS) will be used in the background investigation to determine suitability for clearance to enter the Fresno County Sheriff-Coroner's Office Detention Facilities.
- Fill out the form completely and accurately.
- Type or legibly print (in ink) all required information.
- If a question does not apply, enter **N/A** (not applicable) in the space provided for your response.
- If more space is needed for responses, attach additional pages and identify the information by the question number.

Accurate and Full Disclosure

Keep in mind that:

1. **The completion of a Personal History Statement is mandatory.**
2. All statements are subject to verification.
3. Inaccuracies or incomplete statements may bar or remove you from consideration for clearance.
4. All required time periods in your background must be accounted for.
5. Attach copies of any required certificates, letters, transcripts, etc. as proof that you meet requirements for the position/clearance level applying for.
6. If self-employed as an interpreter, please attach a copy of your business license.
7. If employed by a law firm or social services agency, attach a letter from your immediate supervisor, on appropriate letterhead, verifying full-time employment and credentials.
8. If licensed, attach a photocopy of your license and/or credentials.
9. If representing a court approved program, provide a letter of verification from the Courts and the District Attorney's Office.
10. If applying as a Volunteer with Religious Programs, Alcoholics Anonymous, or Narcotics Anonymous, provide a letter of recommendation from the agency you are representing.

It is to your advantage to respond openly. All factors in your background will be evaluated in terms of the circumstances and facts surrounding their occurrence, and their degree of relevance. For example, having an arrest record is not in itself grounds for disqualification. During the investigation, the investigator will inquire into the facts surrounding such an occurrence. An evaluation will then be made of the relevance of these facts to the requirements for clearance.

Disclosure of Arrests and Convictions

As an applicant, you are required to disclose any of the following which occurred on or after your 18th birthday (even if the records are sealed):

1. All arrests, whether they result in a conviction or not.
2. All convictions.
3. All diversion programs, whether completed or not (unless medically related).

Revised 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 1: PERSONAL

1. YOUR FULL NAME
LAST FIRST MIDDLE

2. OTHER NAMES, INCLUDING NICKNAMES, YOU HAVE USED OR BEEN KNOWN BY

3. ADDRESS WHERE YOU RESIDE
STREET APT/UNIT
CITY STATE ZIP

4. MAILING ADDRESS, IF DIFFERENT FROM RESIDENCE

5. CONTACT NUMBERS
HOME () - WORK () - EXT OTHER () - CELL FAX PAGER

6. EMAIL ADDRESS
HOME BUSINESS

7. BIRTHDATE 8. SOCIAL SECURITY NUMBER 9. DRIVER'S LICENSE: 10. PLACE OF BIRTH

10. PHYSICAL DESCRIPTION
HEIGHT WEIGHT LBS HAIR COLOR EYE COLOR SEX M F

SECTION 2: EMERGENCY NOTIFICATION

A) NAME	STREET	HOME () -
RELATIONSHIP	CITY	WORK () -
	STATE ZIP	EXT
B) NAME	STREET	HOME () -
RELATIONSHIP	CITY	WORK () -
	STATE ZIP	EXT
C) DOCTOR/MEDICAL SERVICES	STREET	HOME () -
	CITY	WORK () -
	STATE ZIP	EXT

SECTION 3: Certification/License

11. I possess a certificate or license from the following institution:

Revised 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 4: LEGAL

12. HAVE YOU EVER BEEN ARRESTED OR CONVICTED OF ANY MISDEMEANOR OR FELONY OFFENSE IN THIS OR ANY OTHER STATE OR COUNTRY?

YES NO IF YES, LIST ALL OFFENSES, INCLUDING THOSE PUNISHABLE UNDER THE UNIFORM CODE OF MILITARY JUSTICE

ARRESTS / CONVICTIONS

A	APPROX DATE	LAW ENFORCEMENT AGENCY
---	-------------	------------------------

EXPLAIN CIRCUMSTANCES

B	APPROX DATE	LAW ENFORCEMENT AGENCY
---	-------------	------------------------

EXPLAIN CIRCUMSTANCES

C	APPROX DATE	LAW ENFORCEMENT AGENCY
---	-------------	------------------------

EXPLAIN CIRCUMSTANCES

D	APPROX DATE	LAW ENFORCEMENT AGENCY
---	-------------	------------------------

EXPLAIN CIRCUMSTANCES

13. Have you ever been placed on court probation as an adult?

YES NO IF YES, EXPLAIN THE CIRCUMSTANCES AND INCLUDE WHEN, WHERE AND WHY.

14. Have you ever been denied access to any other detention facilities?

YES NO IF YES, EXPLAIN THE CIRCUMSTANCES AND INCLUDE WHEN, WHERE AND WHY.

Revised 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FRESNO COUNTY SHERIFF-CORONER'S OFFICE
No Hostage Acknowledgment

You are requesting permission to enter a no hostage facility. It is the policy of the Fresno County Sheriff-Coroner's Office that employees will not recognize hostages for bargaining purposes or permit inmates or others to use hostages to escape from custody. This policy will be applied in all cases without regard to the sex, age, or employment status of any hostage.

It is the policy of the Fresno County Sheriff-Coroner's Office that all persons entering this facility may be subject to search.

The undersigned acknowledges that working or performing any activities within the Fresno County Sheriff-Coroner's Jail facilities can be dangerous. The dangers include the risk of personal injury and the damage to personal property. It is understood that the Fresno County Sheriff-Coroner's Office maintains a **NO HOSTAGE FACILITY**.

SECTION 5. Applicant Signature

I hereby certify that I have read and understand all rules and statements contained in this application and that I personally completed each page of this form and any supplemental page(s) I have attached, and that all statements made on each and every page are true and complete to the best of my knowledge and belief. I understand that any misstatement of material fact may subject me to disqualification, or, if I have been appointed, may disqualify me from attaining clearance.

SIGNATURE IN FULL

DATE

Revised 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

***** FOR OFFICIAL USE ONLY *****

Fingerprints taken: _____
Date Initials Comp ID#

Warrant/Offendertrak/NAMS Check: **Active** _____ **Negative** _____
Date Initials Comp ID#

Professional License: **Verified** _____ **Active** _____
Date Initials Comp ID#
Expires: _____

SERGEANT'S REVIEW

Approved: Yes _____ No _____

Contact Level: Red _____ Yellow _____ Green _____ White _____ Orange _____ Blue _____

Expiration Date: _____

Signature: _____ Date: _____

LIEUTENANT'S REVIEW

Approved: Yes _____ No _____

Signature: _____ Date: _____

Individual Received Pass _____

Clearance Revoked: _____ Reason: _____

Revised 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



FRESNO COUNTY Sheriff-Coroner's OFFICE
JAIL DIVISION
DETENTION FACILITIES IDENTIFICATION CARD

You have received a Jail identification card that will allow you to enter the Fresno County Detention Facilities. Your ID card has been issued with an expiration date (located beneath your photo). It is each individual's responsibility to renew their ID card prior to the expiration date. The Sheriff's Office will not issue a reminder.

If your badge expires prior to renewal, you will need to reapply and could be required to pay a fee to be re-fingerprinted.

If your ID card is lost, stolen or misplaced, it is your responsibility to report the loss to both the Sheriff's Office and your employer. IMMEDIATELY call and notify the Jail Pass Coordinator at (559) 600-8241.

In order to facilitate replacement of an ID card, you will need to submit the following:

- A letter addressed to the Jail Operations Bureau Commander explaining the circumstances of the loss, and if applicable, the steps you will take to prevent reoccurrence.
- A letter from your employer requesting replacement of the ID card (to include the telephone number and signature of your supervisor).

Without these documents, the ID card will not be reissued.

If you separate employment from your current employer, you are required to return your ID card within ten (10) business days to:

Ida Chapa
Fresno County Sheriff's Office
Jail Operations Bureau
1225 "M" Street
Fresno, CA 93721

The ID card is the property of the Fresno County Sheriff's Office. If you fail to return your ID card, it could prohibit you from being able to receive another ID card in the future.

Identification cards are not to be altered in any way.

I have read and understand the above conditions associated with maintaining a Fresno County Detention Facility ID card. I agree to comply with the conditions as set forth herein.

Printed Name _____

Signature _____

Date _____

Ida Chapa- (559) 600-8241
Witnessed by _____

2955
Computer Number _____

Revised 2017



FRESNO COUNTY SHERIFF'S OFFICE
POLICY ACKNOWLEDGEMENT
#D-360 – SEXUAL MISCONDUCT AND ABUSE

As part of the *National Standards to Prevent, Detect, and Respond to Prison Rape*, the Sheriff's Office is required to ensure that all employees, contractors, and volunteers who have contact with inmates are aware of their responsibilities under the Sheriff's Office sexual abuse prevention, detection, and response policy and procedure.

ZERO-TOLERANCE

The Fresno County Sheriff's Office maintains a ZERO-TOLERANCE policy regarding sexual abuse and sexual harassment. Not only does this include inmate-on-inmate sexual assault, but also sexual abuse, sexual misconduct, and sexual harassment of an inmate by a staff member, contractor, or volunteer. Definitions of each are provided under Section I of the policy.

SEXUAL ABUSE - IMMEDIATE RESPONSE

If the inmate was sexually abused within a time period that still allows for the collection of physical evidence, request that the victim not take any actions that could destroy the evidence (e.g., showering, brushing teeth, changing clothes, using the restroom, eating, drinking), and then immediately notify correctional staff.

REPORTING ALLEGATIONS

An inmate may report sexual abuse* to any employee, volunteer, or contractor. If the inmate reports the sexual abuse to *you*, you are required to immediately notify your supervisor and report the information to the on-duty Jail Watch Commander (600-8440).

*Inmates may report any aspect of sexual abuse, sexual misconduct, and sexual harassment; retaliation by other inmates or staff for reporting sexual abuse and sexual harassment; and staff neglect or violation of responsibilities that may have contributed to an incident of sexual abuse.

Any allegation is a very serious situation and shall be treated with discretion and confidentiality. Apart from reporting to your supervisor and the Jail Watch Commander, do not reveal any information related to the sexual abuse to anyone other than those who "need to know" (i.e., those who need to make treatment, investigation, and other security and management decisions).

SENSITIVITY

Victims of sexual abuse may be seriously traumatized both physically and mentally. You are expected to be sensitive to the inmate during your interactions with him/her.

SEXUAL DISORDERLY CONDUCT

By choosing to work in a jail environment, you have accepted the possibility that you may face inappropriate and socially deviant behavior. While it is not possible to stop all obscene comments and conduct by inmates, neither shall it be accepted; acts of indecent exposure, sexual disorderly conduct and exhibitionist masturbation will not be tolerated. Any inmate who engages in indecent exposure or sexual disorderly conduct shall be reported immediately to correctional staff, with a follow-up advisement to your supervisor.

Sexually hostile conduct shall not be ignored.

If you have any questions, please contact **Ida Chapa at (559) 600-8241.**
Please sign and return the attached Policy Acknowledgement form to your supervisor.

Revised 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION

POLICY ACKNOWLEDGEMENT

#D-360 – SEXUAL MISCONDUCT AND ABUSE

I hereby acknowledge that I received a copy of the *Sexual Misconduct and Abuse* policy for the Jail Division of the Fresno County Sheriff's Office and that I have read it, understand its meaning, and agree to conduct myself in accordance with it.

Signed: _____ Date: _____

Print Name: _____

Name of Employer: _____

Name of Supervisor: _____

Revised 04/16

Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Cyber Liability.** Cyber liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations

Exhibit C

under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy

Exhibit C

for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.