

**AMENDMENT TO THE KEEFE COMMISSARY NETWORK AGREEMENT
BY AND BETWEEN
KEEFE COMMISSARY NETWORK, L.L.C.
AND
LANCASTER COUNTY CORRECTIONS**

THIS AMENDMENT TO THE KEEFE COMMISSARY NETWORK AGREEMENT (the "Amendment"), dated the _____ day of _____, **2017**, shall amend the Commissary Network Agreement (the "Agreement") dated June 4th, 2013, under County Contact No. C-13-0232, by and between Keefe Commissary Network, L.L.C. ("KEEFE"), an affiliate of The Keefe Group, and Lancaster County Corrections as follows:

1. The Agreement is hereby amended to accept the four (4) year renewal term as described in paragraph 8 of the Agreement, Term & Termination and shall begin on June 5th, 2017.
2. The Agreement is hereby amended to revise the language in the Hardware paragraph of the original Agreement, to read:

During the term of this agreement, KEEFE shall supply COUNTY with such computer equipment and software as listed in the table below. COUNTY agrees to buy the hardware listed in Exhibit A for the sum of \$77,808.00 KEEFE agrees to delay payment of purchase price so long as COUNTY is utilizing the equipment as part of the Keefe Commissary Network program set forth in this Agreement. In the event that COUNTY elects to terminate the Agreement prior to the end of the successive four (4) year term, defined in paragraph 8 Term and Termination, COUNTY, at its option, shall promptly pay the agreed upon purchase price or return the equipment to KEEFE at KEEFE's own expense. If the Agreement is terminated after the successive four (4) year term, then the COUNTY shall only be liable to return the equipment to KEEFE. KEEFE hereby grants to COUNTY a royalty free license to use the KEEFE Commissary Network software. COUNTY acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this Agreement without specific written permission of an Officer of KEEFE.

Exhibit A


Type	Description	Qty
KIO	Inducomp - Edge Kiosk (R6) - includes Win 8.1 licensing	5
NET	Ultra Power Injector Kit for POE Kiosks	5
VEND	AMS-39-SNACK - Sensit Snack 5-wide Vending Machine (w/Lexan)	9
VEND	Direct Vend - 7020-BC(KG) Netlink Vending Terminal w/Barcode Reader (one per vending machine, sub for 7020-SW)	11
VEND	Direct Vend & Pre-Paid-Value - 4035 ITC Programming Keypad (one per vending machine)	11
MIC	Sharp Medium Grade Microwave	13

3. This Agreement is hereby amended to state that Keefe, at Keefe's own expense, will be responsible for the maintenance, upkeep, service, and replacement of all equipment outlined in paragraph 2 of this Amendment.
4. This Agreement is hereby amended to revise the service fee for commissary services to be provided by Keefe to Lancaster County Corrections from 23% of adjusted gross sales to 26% of adjusted gross sales, so long as paragraph 5 of this Amendment is accepted and implemented as part of this Amendment.
5. This Agreement is hereby amended to accept, in its entirety, the terms of the Memorandum of Understanding for Securepak for the renewal period described in this Amendment.
6. Except as otherwise stated in this Amendment, all other terms and conditions of the Agreement remain in full force and effect.
7. In the event that the terms of the Agreement conflict with the terms of this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

**KEEFE COMMISSARY
NETWORK, L.L.C.:**

LANCASTER COUNTY CORRECTIONS:

By: 
Signature

By: _____
Signature

JOHN PURICELLI
Printed Name

Printed Name

EXEC VP / GM
Title

Title

5/25/17
Date

Date

Memorandum of Understanding Terms and Conditions

1. **Parties.** This memorandum of Understanding is by and between **Access Securepak a Division of Keefe Commissary Network, LLC**, a Missouri corporation, hereinafter referred to as “**Company**“ and Lancaster County Corrections, hereinafter referred to as “**Customer**” effective as of _____, 2017. This Memorandum of Understanding, together with any Addenda hereto are hereinafter referred to as, the “**Agreement**”. This Agreement not be amended or altered except by written instrument executed by both parties.

2. **Services.** **Company** shall provide inmate packages to **Customer** consisting of food, hygiene, clothing, shoes and electronic items only. Inmate packages shall have a weekly dollar limit of \$ 50.00.

Company shall accept orders from family and friends of inmates of **Customer**. Inmate packages are shipped on a weekly basis. Additional packages programs and services, together with the pricing for such programs and services and any other relevant terms may be added to this Agreement through an Addendum signed by both parties to this Agreement.

3. **Commission.** **Company** shall pay a firm, set commission rate of 26% to **Customer**. This commission is based on total net sales to inmates of **Customer** and their family and friends and will constitute the total compensation payable to **Customer** under this Agreement or otherwise. For purposes of the commission calculation, total net sales includes the total amounts paid by **Customer** inmates, family and friends for products purchased from **Company** which monies are actually received by **Company** and specifically excludes any amounts paid for shipping, taxes, or other similar fees. **Company** shall pay commissions to **Customer** on a quarterly basis, with commission paid by the 15th of the month following the end of the quarter.

4. **Menu.** **Customer** shall approve all menus prior to menus being made available to inmates or friends and families of inmates for ordering purposes. **Company** shall work with **Customer** staff to determine appropriate menu to offer.

5. **Promotion.** **Company** agrees to provide posters and online ordering website, toll free customer service ordering and help desk.
6. **Confidentiality.** **Company** agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. **Company** agrees to use commercially reasonable efforts to provide **Customer** with advance notice to the extent practicable and permitted by applicable law, and to provide notice of any such disclosure to **Customer** within a commercially reasonable period of time following any such disclosure.
7. **Term.** This Agreement shall commence on the Effective Date and shall continue until all inmate packages, ordered prior to the earlier of: i) the receipt of a notice of termination of this Agreement by either party hereto; or ii) June 4th, 2021; are delivered.
8. **Termination for Breach.** Either party may terminate this Agreement if the other party continues its failure to perform, or fails to cure or correct any nonperformance of, any of its obligations under this Agreement, for 30 days after written notice of that failure (which describes the failure with reasonable specificity) is given by the party entitled to performance.
9. **Termination for Convenience.** Either party may at any time and for any reason terminate this Agreement by providing 60 days written notice in advance of such termination to the other party hereto.
10. **Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, **COMPANY** SHALL NOT BE LIABLE TO **Customer** FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. **COMPANY** SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATED TO THIS AGREEMENT.
11. **Notices.** Any notice, consent, or other communication to be given under this Agreement, by any party to the other party shall be in writing and shall be supplied by one or more of the following methods:
 - a. Sent by certified mail to the other party at the address on the signature page of the Agreement.
 - b. By e-mail transmission sent to the other party at the address on the signature page of Agreement.

Any party may change its address and/or e-mail for future communications by giving written notice thereof to the other party.

12. Governing Law.

- a. Except as prohibited by Nebraska law, all claims and disputes between the parties related to this Agreement must be submitted to mediation within one year of the act or omission giving rise to the claim or dispute, except for claims based on fraud, which must be brought within the State of Nebraska statute of limitation governing fraud claims. The failure to initiate mediation within the foregoing time period will constitute waiver of such claims and disputes.
- b. Before a Party initiates mediation regarding a claim or dispute under this Agreement, the Parties shall meet and confer in good faith to seek resolution of the claim or dispute. If a Party desires to initiate the procedures under this section, the Party shall give notice (a “**Dispute Initiation Notice**”) to the other providing a brief description of the nature of the dispute, explaining the initiating Party’s claim or position in connection with the dispute, including relevant documentation, and naming an individual with authority to settle the dispute on such Party’s behalf. Within 20 days after receipt of a Dispute Initiation Notice, the receiving Party shall give a written reply (a “**Dispute Reply**”) to the initiating Party providing a brief description of the receiving Party’s position in connection with the dispute, including relevant documentation, and naming an individual with the authority to settle the dispute on behalf of the receiving Party. The Parties shall promptly make an investigation of the dispute, and commence discussions concerning resolution of the dispute within 20 days after the date of the Dispute Reply. If a dispute has not been resolved within 30 days after the Parties have commenced discussions regarding the dispute, either Party may submit the dispute to mediation subject to the terms and conditions herein.
- c. The Parties shall meet and confer in a timely manner and good faith in an attempt to resolve any and all disputes that arise under this Agreement. In the event that the Parties are unable to resolve a dispute as described above, either Party may give written notice to the other Party of its intention to mediate. In the mediation process, the Parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the Parties. If the Parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association. Any mediator so designated must be acceptable to all Parties. The mediation will be conducted in Lincoln, Nebraska, as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either

Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs and fees, including legal fees, the the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

- d. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska except where Federal law applies, without regard to principles of conflict of laws. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate State court located in Lincoln, Nebraska in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement. The parties hereto explicitly waive their rights to a trial by jury.
- e.

13. **Force Majeure.** Neither party shall be liable for any failure to fulfill its obligations hereunder due to causes beyond its control, including acts or omissions of government or military authority, acts of God (including earthquakes and floods), shortages of materials, explosions, telecommunications failures (including any systemic Internet failures and any interrupt as in services of any of **Company** services providers), transportation delays, fires, labor disturbances, riots or wars; provided, that if either party shall be unable substantially to fulfill its obligations under this Agreement for a period of greater than thirty (30) days, the other party shall be permitted to terminate this Agreement upon ten (10) days' notice.

14. **Provisions of this Agreement.** In the event that any one or more of the provisions contained herein is held invalid or unenforceable in any respect, the parties shall negotiate in good faith with a view toward substituting thereof a suitable and equitable solution in order to carry out the intent and purpose of such invalid provision; provided, however, that the valid and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

15. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure to the benefit of **Company** and **Customer**. No third party, including any inmate or inmate's friends or family, shall be entitled to the benefits of or to enforce the obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COMPANY

CUSTOMER

BY: Martin Jenner
(Signature)

(Signature)

Name: Martin Jenner
(Print or Type)

(Print or Type)

Title: Vice President
(Print or Type)

(Print or Type)

Address: 10880 Lin Page Place

Address: St Louis, MO 63132

Email: mjenner@KeefeGroup.com

Date: 5-23-2017
