



PLACER COUNTY  
SHERIFF  
CORONER-MARSHAL



EST. 1851

MAIN OFFICE  
2929 RICHARDSON DR.  
AUBURN, CA 95603  
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION  
DRAWER 1710  
TAHOE CITY, CA 96145  
PH: (530) 581-6300 FAX: (530) 681-6377

EDWARD N. BONNER  
SHERIFF-CORONER-MARSHAL

DEVON BELL  
UNDERSHERIFF

**TO:** Honorable Board of Supervisors  
**DATE:** May 3, 2011  
**FROM:** Edward Bonner, Sheriff-Coroner-Marshall  
**SUBJECT:** Agreement for Canteen/Commissary Services

**ACTION REQUESTED**

Approve a three year agreement between the Placer County Sheriff's Office and Canteen Food Services for inmate commissary services in the amount not to exceed \$325,000 annually beginning June 1, 2011 to May 31, 2014.

**BACKGROUND**

In accordance with California Penal Code Section 4025(a) which authorizes the Sheriff to establish, maintain and operate a store in connection with the county jail, Placer County Sheriffs Office has maintained a contract with Canteen Food Services since FY 2000/2001 to provide commissary services for inmates incarcerated in the county jail through the Inmate Welfare Fund (IWF) program. This program is supported by section 4025(e) of the California Penal Code which states the money and property deposited in IWF shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail. The revenue received from commissary sales is placed directly into the IWF trust fund managed by the Sheriff's Office to support and directly benefit the inmates housed at the jail. The current estimated revenues based on the contract with Canteen Food Services are \$100,000 annually.

**FISCAL IMPACT**

Funding for this contract is generated by commissary purchases made by incarcerated inmates. The revenue generated from this contract is placed directly into the IWF trust fund. IWF has no impact on County General Funds.

CONTRACT NO: \_\_\_\_\_

BEGINS: June 1, 2011

ENDS: May 31, 2014

DESCRIPTION: CONTRACT FOR PROFESSIONAL  
TECHNICAL SERVICES BY  
CANTEEN FOOD SERVICES

ADMINISTRATIVE AGENCY:  
Sheriff-Coroner-Marshall

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An Agreement by and between the COUNTY OF PLACER SHERIFF-CORONER-MARSHAL, hereinafter referred to as "COUNTY", and CANTEEN FOOD SERVICES, hereinafter referred to as "CONTRACTOR", for the purpose of providing professional technical services related to INMATE COMMISSARY SERVICES.

WITNESSETH:

WHEREAS, the COUNTY desires to engage the services of CONTRACTOR to provide professional technical services in accordance with the provisions of the State law; and

WHEREAS, CONTRACTOR is willing to perform the services:

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between parties hereto as follows:

1. Scope of Work

COUNTY hereby engages CONTRACTOR to perform the work as set forth in the attached Scope of Work, dated June 1, 2011.

2. Amendment to Scope of Work

Said Scope of Work may be amended with the written approval of the Placer County Sheriff-Coroner-Marshall, or his designee, within the maximum compensation limits of this Agreement. However, any amendments which expand the Scope of Work such as to create any additional liability to COUNTY or additional compensation to CONTRACTOR, must be expressly authorized in writing. Such approval shall be provided prior to the commencement of any such additional work by the CONTRACTOR.

3. Compensation

(a) Maximum Limit. CONTRACTOR'S compensation shall not exceed \$325,000 annually, for a NTE contract amount of \$975,000 for the initial three year term, for the Scope of Work at the rate as indicated for the items sold per the attached exhibit.

All expenses of CONTRACTOR, including any expert or professional assistance retained by CONTRACTOR, to complete the work set forth in the Scope of Work shall be paid only from the money and within the limits set forth above.

- (b) Invoices. Invoices shall be submitted to COUNTY, in a form and with sufficient detail as required by COUNTY. Work performed by CONTRACTOR, will be subject to final acceptance by the Placer County Sheriff-Coroner-Marshal, or his designee, of the deliverables against which the contract is billed.
- (c) Payment Schedule. Payments shall be made to CONTRACTOR within thirty (30) days after the billing is received and approved by County and as outlined in the Scope of Work.

4. Reports and Coordination

- (a) The Placer County Sheriff-Coroner-Marshal, or his designee, shall be the normal contact/coordination person with CONTRACTOR. CONTRACTOR shall submit periodic written progress reports at least every thirty (30) days, or sooner as required by Scope of Work.

5. Records

- (a) CONTRACTOR shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time.
- (b) Upon request, CONTRACTOR shall make available to COUNTY copies of any and all working papers and other materials prepared or obtained as part of the Scope of Work. COUNTY may use such materials in any manner it so determines or requires.

6. Employees of Contractor

- (a) All persons performing services for CONTRACTOR shall be solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely responsible for the salaries and other applicable benefits, including Workers Compensation, of all such personnel.
- (b) COUNTY, reserves the right to refuse any employee(s) assigned by CONTRACTOR in performance of the Scope of Work should in COUNTY'S sole opinion, such employee(s) be detrimental to COUNTY'S interests or impair working relationships with COUNTY. The Sheriff-Coroner-Marshal, or his designee, will exercise this right as appropriate.

7. Non-Assignability

This Agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.

8. Cancellation

This Agreement may be canceled by either party upon the giving of thirty (30) days' advance written notice. In the event of cancellation by COUNTY, CONTRACTOR, shall be paid for work performed to the date of cancellation. The County reserves the right to terminate provision of all services and/or work at the time notice of cancellation is

given. The Placer County Sheriff-Coroner-Marshall, or his designee, will be responsible for determining the amount to be paid in such a circumstance to CONTRACTOR.

9. Hold Harmless and Indemnification Agreement

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

10. Insurance:

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

11. Worker's Compensation and Employers Liability Insurance:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

12. General Liability Insurance:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

13. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

14. Automobile Liability Insurance:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

15. CONTRACTOR'S Power and Authority

The CONTRACTOR warrants that it has full power and authority to grant the rights herein granted and will hold the COUNTY hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, CONTRACTOR agrees that it will not enter into any arrangement with any third party which might abridge any rights of the COUNTY under this Agreement.

16. Nondiscrimination

The Contractor will not discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creek, national origin, disability

(including HIV and AIDS), medical condition (Cancer or genetic characteristic), Age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employee, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon the aforementioned discrimination bases in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

17. Inurement's

The terms of this Agreement shall inure to the benefit of the parties, including their successors and permissible assigns, if any.

18. Jurisdiction/Venue

Parties agree that in the event any legal action is brought in regard to interpretation or enforcement of this agreement, the jurisdiction of such action shall be in the County of Placer, State of California, and Superior Court of Placer County.

19. Notices

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage, prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to the County:

Placer County Sheriff-Coroner-Marshal  
Corrections Division/IWF  
2775 Richardson Drive  
Auburn, CA 95603

If to Contractor:

Canteen Food Services  
Attn: Henry Medeiros, District Manager  
1409 Summerville Rd.  
Antioch, CA 94509-1389

COUNTY OF PLACER

\_\_\_\_\_  
Edward N. Bonner, Sheriff-Coroner-Marshal

Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Michael P. Fortunato, President

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

Attachments: A. Scope of Work, Dated April 1, 2011

# SCOPE OF WORK

## Attachment A

April 1, 2011

### Background Information:

- 1.1 Placer County Sherriff's Office houses approximately 450 to 500 inmates throughout each year. The inmate capacity is likely to grow within the next year, increasing the capacity of inmates an additional 100-200. If a facility is constructed in South Placer, the capacity will increase as well. All inmates are allowed to purchase a variety of food, dry mix beverages, toiletries, and other such articles on a weekly basis, up to a maximum of \$70.00 per week per inmate. The County's proceeds from the inmate commissary are deposited into the Inmate Welfare Fund account. Placer County makes no specific guarantee of the quantities which shall be provided by the contractor.

### Commissary Requirements:

- 2.1 The Contractor shall purchase and maintain inventory for sale to inmates of the Placer County Sheriff's Office (hereinafter) referred to as the Sheriff's Office, items such as food products, dry mix beverages, toiletries, medications, and other articles. The Contractor shall maintain a large variety of items, in quantities adequate to service the inmate population with appropriate merchandise in good quality.
  - 2.1.1 The Contractor shall maintain the inventory of merchandise, in a secure facility at a location other than on Placer County premises.
  - 2.1.2 The Contractor shall act as the primary provider of inmate commissary products. However, nothing contained herein shall preclude the Sheriff's Office from securing products from local vendors when it is determined to be in the best interest of Placer County by the Sheriff's Office staff.
  - 2.1.3 With the execution of the contract, Contractor will be permitted to charge the inmates the full retail price for their respective commissary orders. Any request for increase in prices must be reviewed and approved by the Placer County Sheriff's Office prior to implementation. This pricing methodology would place commissary items in-line with convenience stores and sister county programs in the regional area.
  - 2.1.4 The first year commission applied to the Inmate Welfare Fund will be 35% upon implementation of this agreement, less Sales Tax and stamps. The commission for the second and third years will be 36%.
- 2.2 The Contractor shall provide all merchandise, materials, equipment and personnel necessary to provide the services identified herein.
  - 2.2.1 The Contractor shall not hire an employee of the Sheriff's Office without prior permission of the Sheriff's Office for a period of six (6) months after termination of the employee with the Sheriff's Office.

- 2.2.2 Contractor owned and maintained trucks are to be used for delivery of commissary orders. Contractor is responsible for driver security clearance.
- 2.3 The Contractor shall not change brand names, size or quantity(s) of items for sale to inmates without prior approval of the Sheriff's Office.
- 2.4 Sheriff's Office staff will collect completed commissary request orders from all inmates by Midnight on Monday of each week. The completed commissary order forms will be processed through a scanning machine by noon on Tuesday, each week, and exported to the Contractor via modem. Said orders must be filled and delivered next day (Thursday) by 10:00 A.M.
- 2.4.1 When special circumstances dictate, and in coordination with Sheriff's Office staff, the vendor shall be required to provide the service outside the normal schedule.
- 2.4.2 The Contractor shall sort, bag, and identify each order by each inmate from whom the order was received prior to delivery to the Placer County Jail.
- 2.4.3 For security reasons, orders must be delivered in clear, plastic bags with holes to not allow liquids to be stored in them and which allow Sheriff's Office staff to view the contents in each order.
- 2.4.4 The Contractor shall keep a record of which inmate's orders are contained in each box of orders shipped. The boxes of orders must be numbered (i.e., 1 of 2, 2 of 2 etc.), separated by housing unit (i.e., A, B, 302A, 303A etc.) and delivered to the jail via Contractor's truck and personnel.
- 2.4.5 Upon delivery, county staff will immediately notify the Contractor which, if any, boxes are missing from the week's order. The Contractor shall re-pack the missing order (s) and ship it out for the next day's delivery. If missing boxes subsequently arrive, county staff will refuse delivery for the box(s) to be returned to the contractor.
- 2.5 The Sheriff's Office will provide a Correctional Officer whose responsibility it will be to pass out commissary orders to each inmate and verify any discrepancies with the inmate at that time.
- 2.6 The Sheriff's Office will electronically export commissary orders to the Contractor; the Contractor will electronically transmit back to the Sheriff's Office the total amount owed by each inmate and said amount will be electronically deducted from the individual inmates account.
- 2.7 The Contractor shall submit an itemized invoice, in duplicate, each week, for items actually ordered and received for the week to the address below. Checks will be mailed to the Contractor during the first week of each month for the weekly invoices submitted during the previous month.

Placer County Sheriff's Office  
Corrections Division/IWF  
2775 Richardson Dr.  
Auburn, CA 95603

- 2.8 The amount billed to Placer County Sheriff's Office by the Contractor will not include California Sales Tax. Sales Tax will be the responsibility of and paid for by the Contractor.

**Accounting/Inmate Welfare Fund Requirements:**

- 3.1 The Contractor shall provide all hardware and software to maintain complete accounting records of the Inmate Welfare Fund accounts.
- 3.1.1 The Contractor will provide an upgrade in "state of the art" technology system at no cost to the County. The proposed new technology software and hardware is Asys and is planned to reduce and simplify the County's workload.
- 3.2 The Contractor's software program must be user-friendly and must include a menu driven order program along with an interfacing accounting program including a check writing system.
- 3.2.1 The Contractor shall provide hardware adequate to efficiently operate the software program.
- 3.2.2 The Contractor shall install and implement the "new" Canteen Manager Trust Banking Accounting Software at no cost to the County.
- 3.3 Inmate Welfare Fund accounts shall be maintained by individual inmate name and inmate booking number.
- 3.4 The accounting software for the Inmate Welfare Fund accounts should include, but not necessarily be limited to, the following features:
- 3.4.1 Ability to remove/change/correct booking numbers entered in error.
- 3.4.2 Ability to print payee address on checks.
- 3.4.3 Maintain a check register which shall list payee, check number, account number, date and amount of check.
- 3.4.4 Maintain a bank reconciliation program which shall have the ability to balance to the Inmate Welfare Fund bank statement.
- 3.4.5 Maintain an inmate activity ledger which must indicate the breakdown of amounts on the statement as debits/credits, by description, to the account.
- 3.4.6 Ability to identify specific, individual checks when reconciling.
- 3.4.7 Ability to go into the check register at any time to see the bank balance.
- 3.4.8 Ability to provide a period report by week, month, quarter, and year of commissary sales as well as other items, not associated with commissary items that may either be sold to inmates or charged to their account.
- 3.4.9 Ability to provide a period report by week, month, quarter and year of Sales Tax paid.

- 3.5 The Contractor's software program must be highly reliable, with not less than five percent (5%) of time spent as "down time" during the first year of the Contract. "Down time" as defined herein, shall not include service and/or maintenance calls performed by the Contractor.
- 3.5.1 Maintenance and/or upgrades to the Contractor's software program must be completed at times other than when Sheriff's Office staff have need to use the system.
- 3.5.2 Failure to maintain a "down time" of less than 5%, after appropriate attempts to cure, could result in termination of the Contract.
- 3.6 All hardware and/or software installed by the Contractor shall remain the property of the Contractor, with title and property interest remaining with the Contractor.
- 3.6.1 The Contractor shall be responsible for any/all repair and maintenance to the hardware and/or software.
- 3.6.2 The Placer County Sheriff's Office will allow only appropriate employees of the County, and/or of the Contractor, access to the hardware and software on a needs basis.
- 3.6.3 The Contractor shall provide all training, orientation, and technical support for the system to all applicable Sheriff's Office staff to use the Contractor's hardware and software. Approximately six (6) Sheriff's Office staff will have access to the Contractor's hardware and software.
- 3.6.4 The Contractor shall not have access to the County's Correctional System.
- 3.7 The Contractor shall provide a minimum of three (3) workstations which shall each include all required hardware and software.
- 3.8 Upon termination of the Contract, for any reason, the Contractor shall removal all hardware and software as soon as is feasible, but in not more than sixty (60) days following Contract termination, subject to provisions contained in Paragraph 5.7 herein.
- 3.9 The Placer County Sheriff's Office uses a Jail Management System. At some time in the future, the Sheriff's Office may require the commissary system be able to interface with the Jail Management System. In anticipation of this eventuality, the Contractor shall provide a system of hardware and software which will be compatible to an interface with The Jail Management System. Specific changes will be completed as mutually agreed between the Sheriff's Office and the Contractor at that time, and shall be made by formal amendment to the contract.

### **Auditing and Records Requirements:**

- 4.1 The Contractor shall maintain and keep all records directly related to the inmates' purchases and the Inmate Trust Fund accounts for a period of not less than seven (7) years from the date the record is made.
  - 4.1.1 The Contractor shall, upon reasonable notice and at a reasonable time during normal business hours, allow authorized Sheriff's Office personnel the privilege of inspecting, examining and/or auditing and/all records which are directly related to the inmates' purchasing and the Inmate Welfare Fund accounts.
  - 4.1.2 All inspection, examination and/or auditing shall be conducted at the Contractor's locations where records shall normally be kept. All expenses related to such inspection, examination and/or auditing, (i.e., staff time and travel) will be the responsibility of the Sheriff Office.

### **General Contractual Requirements:**

- 5.1 The Contract will be administered by the Placer County Sheriff's Office. The Contract shall be effective from June 1, 2011 through May 31, 2014. Placer County shall have the right at its sole option, to renew the Contract for two (2) additional one (1) year periods, or any portion thereof. In the event that Placer County exercises such right, all terms, condition, and provisions of the original Contract shall remain the same and apply during the renewal period.
- 5.2 Within ten (10) business days following execution of this Contract, the Contractor will furnish the following:
  - 5.2.1 Certificate of insurance and other indemnity requirements as stated in the body of the Contract
  - 5.2.2 Provide a Blanket Fidelity Bond in the amount of \$500,000.00
- 5.3 If approved by Placer County, the Contractor may subcontract for those services described herein provided that any subcontractor agrees to the appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the County, and to ensure that the County is indemnified, saved, and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontract in those matters described in the Contract between the County and the Contractor. The Contractor shall expressly understand and agree that he shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment and/or services in the Contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 5.4 The Contractor represents himself/herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself, or his/her employees to be an employee of the County of Placer. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime,

etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agent, and employee, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

- 5.5 The County of Placer may terminate the Contract at any time for material breach of contractual obligations by providing the Contractor with a written notice of such termination. Prior to issuing such a notice, the County of Placer will, if appropriate, provide the Contractor with an opportunity to cure the breach within a reasonable period of time. Should the County of Placer exercise its right to terminate the Contract for such reasons the termination shall become effective on the date as specified in the notice of termination sent to the Contractor.
- 5.6 The County of Placer reserves the right to cancel the Contract at any time, for the convenience of the County, without penalty or recourse by giving the Contractor a written notice of such termination at least thirty (30) calendar days prior to said cancellation. The Contractor shall be entitled to receive just and equitable compensation for those work/products provided pursuant to the Contract prior to the effective date of cancellation.
- 5.7 Any written notice to the Contractor shall be deemed sufficient when deposited in the United States Mail, postage prepaid, addressed to Contractor's address as listed on the signature page of the Contract or at such address as the Contractor may have requested in writing.
- 5.8 All reports, documentation, and material developed or acquired by the Contractor, as a direct requirement specified herein shall become the property of the County of Placer. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract, shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the County of Placer.
- 5.9 Upon expiration, termination, or cancellation of this Contract, the Contractor shall assist Placer County to insure an orderly transfer of responsibility and/or continuity of those services required under the terms of the Contract to an organization designated by Placer County, if requested in writing. The Contractor shall provide and/or perform any or all of the following responsibilities:
  - 5.9.1 The Contractor shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master or printing elements, etc., which were required to be produced under the terms of the Contract, to Placer County and/or to Placer County's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by Placer County.
  - 5.9.2 The Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the Contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the Contract for a price not to exceed those prices set forth in the Contract.