

**SECOND AMENDMENT TO
COMMISSARY SERVICES AGREEMENT**

This Second Amendment to the Commissary Services Agreement (“**Amendment**”), effective _____, 2026, is made by and between Keefe Commissary Network, LLC (hereinafter referred to as “**Keefe**”) and the County of Humboldt, a political subdivision of the State of California, (hereinafter referred to as “**County**”). The County and Keefe are referred to herein jointly as the “**Parties**”.

WHEREAS, the Parties entered into the Commissary Services Agreement dated August 1, 2018 (the “**Agreement**”), whereby Keefe provides commissary services for the Customer; and

WHEREAS, the Agreement was amended as of November 1, 2023 (the “**First Amendment**”); and

WHEREAS, the Parties desire to amend the Agreement to add mail scanning services.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Mail Scanning. Keefe, through its approved subcontractor ViaPath, will offer a mail scanning services as described in Exhibit F attached hereto and by reference made a part of this Agreement.
2. Section 21 of the Agreement is amended to read as follows:

21. **INSURANCE REQUIREMENTS:**

This Agreement shall not be executed by COUNTY, and KEEFE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. **General Insurance Requirements.** Without limiting KEEFE’s indemnification obligations set forth herein, KEEFE, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of KEEFE or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence

form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Cyber Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by KEEFE in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
5. Technology Professional Liability Errors and Omissions Insurance appropriate to KEEFE's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by KEEFE in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "information property" of the Agency in the care, custody, or

control of KEEFE.

If KEEFE maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by KEEFE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, KEEFE. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that KEEFE shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, KEEFE's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to KEEFE's insurance and will not be used to contribute therewith.

5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. KEEFE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Such approval shall not be unreasonably withheld. If KEEFE does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to KEEFE under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and KEEFE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

KEEFE: Keefe Commissary Network
10880 Linpage Place
St. Louis, MO 63132
risk@tkcholdings.com

3. Except as expressly stated herein, all of the terms and conditions of the Agreement, as amended, will remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Agreement or the First Amendment, the provisions of this Second Amendment shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals effective as of the day and year first above written.

HUMBOLDT COUNTY

KEEFE COMMISSARY NETWORK, LLC

By: _____

By: _____

Michael Wilson

John Puricelli

Name:

Name:

Chair of the Board

Executive Vice President/General Manager

Title:

Title:

Date:

3/16/2026

Date:

By: _____

Title: President

Date: 03/18/26

Exhibit F
Mail Scanning Services

1. Mail Scanning Solution. At the County's request, Keefe, through its approved subKEEFE, agrees to scan inmate mail into an electronic format that the facility can then deliver electronically to the original inmate recipient. The inmates' mail will be directed to a mail scanning location designated by Keefe or Viapath, where such inmates' mail will be opened, scanned, and delivered electronically to the County and/or Keefe, for delivery via the Tablets to the inmates. The County will provide instructions to those desiring to send mail to inmates, on the address to send the mail, and other information for delivery. The Parties agree that any rule, regulation, statute, or court order, or other change mandated by any federal, state, or local authority which may interfere with, materially alter, or adversely affect Keefe's rights or obligations related to Mail Scanning under this Agreement, shall require the Parties to enter into good faith negotiations to renegotiate the terms of this Mail Scanning service. Any additional costs to Keefe resulting from changes mandated by federal, state, or local authorities shall be reimbursed to Keefe by the County until such time that a new agreement on the terms of the Mail Scanning service is reached. Should the parties fail to agree on new terms for the Mail Scanning service, Keefe shall be released from any and all further obligation to the County to provide the Mail Scanning service. Any changes to the Mail Scanning service do not affect the Parties' rights and obligations under the rest of this Agreement.

2. **County Obligations.** County must prescribe the location for friends and family to send US mail to inmates to the designated mail scanning facility and exclude any legal mail from being sent, and to provide the requested authorization to Keefe, or its subKEEFE for opening and scanning of the mail (excluding legal mail).

3. **Mail Scanning Solution Price.** The County will be charged \$4.00 per inmate per month, which amount will be deducted from the monthly Commission payment set forth in the Agreement.