

**Washtenaw County Sheriff's Office
Confidential & Preservation of Information Agreement
with Employees of Canteen Food Services**

Canteen Food Services Contractor/Employee NAME:

Stephen O'Keefe

(Printed)

This Confidential Information Preservation Agreement ("Agreement") is made between the Washtenaw County Sheriff's Office and the above-named Canteen Food Services Contractor/Employee ("Contractor").

In connection with their employment as a member of Canteen Food Services providing contractual services for the Washtenaw County Sheriff's Office, the contractor will have access to a variety of confidential information as defined within this agreement. The purpose of the agreement is to protect the information itself, the Sheriff's Office, the County, the contractor, and the public's or an individual's safety from the illegal, improper or inappropriate release or sharing of such confidential information.

As a condition of the Contractor's service under the terms and conditions of the contract with their employer, Canteen Food Services, and effective as of the date that the contract is valid and the Contractor commences their duties, the Contractor understands and agrees to the following.

1. Position of Trust. The Contractor acknowledges and understands that the Contractor is engaged in a position of trust with the Sheriff's Office, which has as one of its fundamental purposes the provision of public safety services to the citizens of Washtenaw County and the State of Michigan.

2. Definition of Confidential Information. By and through the Contractor's service with the Sheriff's Office and as a result of the Contractor's association with Sheriff's Office personnel, files, and documentation, the Contractor may collect, access, or receive certain information which, by itself or by implication, is confidential, sensitive, or proprietary. Confidential, sensitive, or proprietary information (collectively "Confidential Information") may, depending on the circumstances, include but not necessarily be limited to facts, opinions, documents, electronic records of any kind, or other evidence related to a pending or closed criminal or internal investigation; facts, opinions, documents, electronic records, or other evidence related to the Sheriff's Office personnel matters including any and all types of medical or medically related information; information contained in or related to a person's criminal history including alleged criminal activity; identities of victims, witnesses, or informants related to criminal, internal, or personnel investigations; or other information or material relating to the Sheriff's Office, its activities, its policy and procedure, or investigatory activities generally including, in all of the above listed types of information, information obtained from other agencies and organizations.

3. Non-Disclosure of Confidential Information. The Contractor acknowledges that the Sheriff's Office has a substantial and compelling interest in controlling or restricting the release of Confidential Information and that the Contractor's job duties require the exercise of caution and discretion when handling or discussing Confidential Information. Accordingly, the Contractor shall treat all Confidential Information that the Contractor gathers, views, or receives as strictly confidential. The Contractor will not disclose Confidential Information to any other person or entity not expressly authorized by the Sheriff's Office, except to the extent such a disclosure is affirmatively required or otherwise protected by law. The Contractor acknowledges and understands that the Contractor is responsible for the safekeeping of Confidential Information according to Sheriff's Officer policies and procedures and for the handling of such Confidential Information so as to prevent disclosure of Confidential Information to unauthorized persons. After the termination of the Contractor's employment

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with Canteen Food Services, the Contractor will not engage in any activity that involves or results in the use or disclosure of any Confidential Information (as defined above).

4. Return of Materials/Property at Termination/Separation of Employment. In the event of the Contractor's termination/separation of employment with Canteen Food Services, for any reason, the Contractor will promptly deliver to the Sheriff's Office all documents, data, and other information pertaining to Sheriff's Office operations that they may have in their possession; and the Contractor shall not take any documents, or other information, or any reproduction or excerpt thereof, containing or pertaining to any information or agency property.

5. Remedies. The Contractor acknowledges that the Sheriff's Office has a legitimate and compelling governmental interest in prohibiting the disclosure of Confidential Information; that the Contractor's breach of the terms of this Agreement will cause irreparable harm to the Sheriff's Office, its operations, and to the general public; and that monetary damages are insufficient to provide a fully adequate remedy for such a breach.

Therefore, in the event of a breach or threatened breach of any term of this Agreement, the Sheriff's Office shall be entitled to temporary, preliminary and permanent injunctive relief without any requirement of bond, in addition to any other legal or equitable remedies. These legal remedies may include payment of monetary damages to the Sheriff's Office depending on the circumstances of the Contractor's breach of this Agreement. The Contractor shall be responsible to pay for the actual costs and attorney fees incurred by the Sheriff's Office in the enforcement of this Agreement.

6. Jurisdiction. This Agreement shall be governed in all respects by Michigan law. The parties agree that they shall be subject to the sole and exclusive personal jurisdiction and venue of the courts seated in Washtenaw County, Michigan, regardless of where the Contractor may be located at the time any action may be commenced.

7. Tolling Provision. The duration of any post-termination obligation contained in this Agreement shall be extended by the length of time during which the Contractor is in breach of the provision.

8. Entire Agreement. This Agreement states the entire agreement between the parties relating to these matters and supersedes any and all conflicting agreements between the Sheriff's Office and the Contractor. Any modification of this Agreement must be made in writing and signed by the Contractor and an authorized representative of the Sheriff's Office.

9. Waiver of Breach. The waiver by the Sheriff's Office of a breach of any provision of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

10. Severability. The parties acknowledge that the provisions of this Agreement are severable, and expressly agree that if any provision of this Agreement is found to be unenforceable such a finding will not render any other provision of this Agreement unenforceable.

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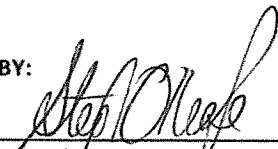
11. Binding Effect. This Agreement shall be binding upon the heirs, representatives, successors and assigns of each party.

12. Drafting Ambiguities. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be used in the interpretation of this Agreement.

13. Captions. The captions used in each section of this Agreement are for purposes of convenience only and are not a substantive part of this Agreement.

14. Continuation and Modification. Given the nature of the confidential information and materials the Contractor may collect, access, or receive as described within this agreement, the terms and conditions of this agreement shall continue following the Contractor's termination of employment with the Canteen Food Services.

However, in the Sheriff's sole and exclusive discretion, aspects of this agreement may be modified for reasonable purposes including by way of example but not limitation, the use of confidential information for training purposes, the ability of a Contractor to have access to information that they may have authored, or other such purposes.

AGREED TO AND ACCEPTED BY:  Stephen O'Keefe 6-11-20
Canteen Food Services Contractor/Employee Named Above Date

Sheriff / Designee Date



CERTIFICATE OF LIABILITY INSURANCE

11/2021

DATE (MM/DD/YYYY)
6/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE _____ FAX _____ (A/C, No, Ext) (A/C, No) E-MAIL ADDRESS: _____	
INSURED 1425224 CONTINENTAL CAFE, LLC 700 STEPHENSON HIGHWAY TROY MI 48083		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Property Casualty Co of America	NAIC # 25674
		INSURER B : Travelers Casualty and Surety Company	19038
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES ** **CERTIFICATE NUMBER:** 16814049 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	630-0K850360	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000 \$
GENL AGGREGATE LIMIT APPLIES PER X POLICY PRO. LDC JECT							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	810-2L714445	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A X	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR N N CUP-4K253673 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50				1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1B-0K883944	1/1/2020	1/1/2021	N REP. REP. ER STATUTE ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE (EA EMPLOYEE) \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LIQUOR LIABILITY	N	N	630-0K850360	1/1/2020	1/1/2021	\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WASHTENAW COUNTY SHERIFF'S OFFICE IS ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. CANCELLATION WILL BE GIVEN IN ACCORDANCE WITH THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER 16814049 WASHTENAW COUNTY SHERIFF'S OFFICE 2201 HOGBACK ROAD ANN ARBOR MI 48105	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 