

COMMISSARY SERVICES AGREEMENT

Made on April 22, 2024, by and between these parties:

CTC Commissary, LLC (hereinafter referred to as “CTC”), and
AND
Muskogee County Sheriff’s Office (hereinafter referred to as “MUSKOGEE”)

The parties appear to enter into an Agreement by which the Muskogee County Sheriff’s Office located at 122 South 3rd Street, Muskogee, OK 74401, hereinafter referred to as **MUSKOGEE**, and, CTC Commissary, LLC, with principal office located at 1670 St. Lucy Street, Bossier City, Louisiana, hereinafter referred to as **CTC**. **MUSKOGEE** states that it desires for **CTC** to install its Commissary Inmate Services and possibly a Trust Fund Accounting System at the Muskogee County Jail, and **CTC** desires to provide said services.

1. EXCLUSIVE GRANT

MUSKOGEE grants to **CTC**, an independent contractor, the exclusive right to sell, provide, and market to the inmates at Muskogee County Jail, and any future facility managed by **MUSKOGEE**, commissary products and commissary services. The exclusive right to sell and provide to the inmates commissary services at **MUSKOGEE**, shall include but not be limited to food products, non-alcoholic beverages, sundry items, and any and all other products as shall be approved by **MUSKOGEE**.

2. CTC RESPONSIBILITIES

- A.** **CTC** will supply One (1) Booking Kiosk, One (1) Lobby Kiosk, and mutually agreed upon commissary items of high quality. Installation and service to begin 60-90 days following the execution of this Agreement.
- B.** **CTC** shall be responsible for and therefore pay all Federal, state and local taxes, including sales taxes arising from the operation of its commissary services located at **MUSKOGEE**, and/or any subsequent facility agreed to by the parties.
- C.** The commissary products shall be sold to **MUSKOGEE** or the inmates, as applicable, subject to ordinary price increases that might, from time to time, be necessary in **CTC**’s sole discretion, due to market factors beyond the control of **CTC**, including but not limited to product availability, during the term or any renewal period of this agreement.
- D.** Shipment and delivery of orders will be on a once weekly basis on dates established by **CTC** and **MUSKOGEE**. **CTC** will provide commissary service once per week, using a bagging operation system whereby inmate orders are made using City Tele-Coin Company, Inc. telephones and video, and, processed at our facility, and shipped for delivery.
- E.** **CTC** agrees to provide and normal commissary maintenance for **MUSKOGEE**.
- F.** **CTC** will provide, should **MUSKOGEE** so desire, a Commissary and Trust Fund Accounting System through “Cactas Cashless Commissary and Trust Fund Accounting System” and any other software necessary to enable **MUSKOGEE** to place orders for commissary products and utilize the commissary system, technical training deemed reasonable by **CTC** upon initial start-up of the software, instructions for the operating procedures for the software, and normal maintenance as set out herein.
- G.** **CTC** will provide Web Deposit Service to **MUSKOGEE** as requested, by contracting with “Cactas Cashless Commissary and Trust Fund Accounting System” which provides a Web Deposit service allowing an inmate family or friend to electronically transmit money to inmate accounts. The Web Deposit Service allows a family member or friend to transmit money to a particular inmate at **MUSKOGEE**’s facility, and, **CTC**’s website provides a convenient link to

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“Cactas” website for payment to the inmate’s account. Normally, less than an hour after the family member or friend authorizes a Web Deposit transaction, the money is available in the inmate’s account. “Cactas” provides all money transmission services on behalf of the inmate and all funds deposited by a family member or friend for the benefit of an inmate at **MUSKOGEE**’s facility are processed at “Cactas”.

H. **CTC** shall also provide a “Debit Card Release” program to be used at the time of an inmate’s release.

3. **MUSKOGEE RESPONSIBILITIES**

A. **MUSKOGEE** acknowledges that, it either currently has a Trust Account, or is required to open a Trust Account, and it is solely responsible for the control of the Trust Account. **MUSKOGEE** shall have the sole responsibility to ensure that its employees follow and adhere to the accounting system provided by **CTC**, and the operating procedures presented during the initial training provided by **CTC**. Specifically, but not limited to balancing of the cash drawers, daily Trust Fund balancing, weekly Trust Fund balancing, and monthly bank reconciliation. **MUSKOGEE** acknowledges that it is the legal owner of all funds in the Trust Fund Account and administers all funds in the Trust Account in its sole discretion, subject to all applicable rules and regulations.

B. **MUSKOGEE** acknowledges that it is responsible for any loss or damage to any **CTC** equipment or hardware that is the result of vandalism, theft, or abuse of any nature or kind.

C. Orders that are below \$100 of **CTC**’s cost, not the inmate sale price total, will be subject to shipping charges via UPS or other applicable freight carrier charges. These charges will be billed to **MUSKOGEE**.

D. Orders shall be made using another City Tele-Coin Company’s telephones and video.

4. **TERM AND TERMINATION**

This Agreement shall become effective as of the commencement date of service, said date being the first order received by **CTC**, and shall remain in effect for 12 months, this being the initial term. The completion date of this agreement shall be on the 30th day of June, 2025. At the initial term completion date, or any subsequent renewal term completion date, **CTC** or **MUSKOGEE** at its option has the right to refuse this contract, under the terms and conditions set forth herein, by giving certified notice to **CTC** or **MUSKOGEE**. Any certified notice shall be mailed and received Ninety (90) days prior to a scheduled termination date of this contract, or subsequent renewal term, to the address provided herein. This Agreement, or any renewal thereof, shall continue in force automatically for additional Twelve (12) Month periods should no action be taken by either party within the time frame set out herein.

A. **CTC** shall pay a commission of Thirty-seven (37%) percent to **MUSKOGEE** for all Gross Sales made by **CTC**. Gross sales are defined as total gross receipts less all applicable sales taxes, indigent sales, and postage sales. It is understood that all products shall remain the property of **CTC** until sold.

B. **CTC** will invoice **MUSKOGEE** weekly upon delivery of all commissary purchases, with payment of

the invoice amount due on receipt. **MUSKOGEE** also had the option to remit the invoice amount by ACH draft. **CTC's** invoice will include the following items:

1. Commissionable sales;
2. Non-commissionable sales (postage stamps, indigent purchases, etc.)
3. Total amount due **CTC**

MUSKOGEE agrees that **CTC** shall remit to **MUSKOGEE** its commissions on a monthly basis.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties acknowledge and agree that it is the intent of the parties, subject to the applicable terms and conditions set forth in the direct sales to **MUSKOGEE** financial arrangement, to create and establish an independent contractor relationship under the terms and conditions of this Agreement. As stated hereinabove, no employee/employer relationship is created by this Agreement.

6. ASSIGNMENT

The Parties agree and affirm that neither **CTC** nor **MUSKOGEE** may assign or transfer this Agreement, or any part, term, or condition thereof, without the written consent of the other Party, except **CTC** shall not need **MUSKOGEE's** consent to assign or transfer this Agreement if **CTC** were to merge into another company or entity, or sell substantially all of its assets.

7. TITLE TO SOFTWARE AND HARDWARE

A. **MUSKOGEE** shall have no property interest or ownership in or to the software and technology, and, shall at all times protect the software and technology from copying, removal, tampering, or disclosure to other persons, companies, or entities without the express written consent of **CTC**.

B. All hardware, if any is supplied, of any nature or kind, shall remain the property of **CTC**, unless purchased from **CTC** as evidenced by a written Bill of Sale.

8. INDEMNIFICATION

A. The parties shall indemnify each other against any loss, damage, injury or death, caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence, and arising out of the consumption or use of the products sold or services provided. However, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents, food suppliers or employees.

B. The party's obligation to hold each other harmless, pursuant to the Agreement, shall be dependent upon promptly notifying each other in writing of any such claims or lawsuits against either **CTC** or **MUSKOGEE**, in no event later than thirty (30) days after the date of first receiving notice of such claim or lawsuit. Failure of either party receiving such notification, to notify the other party of any such claim or lawsuit within said thirty (30) day period, shall relieve that party of any and all responsibility and liability under the Agreement to indemnify and hold harmless.

9. INSURANCE

A. **CTC** shall maintain insurance for the following risks in such amounts under such policies as appropriate: General Liability (including contract, products completed, operations, and business automobile coverage).

10. TERMINATION

A. Failure of any third-party delivery service to deliver a **CTC** shipment in a timely and satisfactory manner, and, unavailability of products, shall not be a cause for termination of this agreement.

B. This Agreement may only be terminated upon the following circumstances:

1. Upon mutual agreement of both **MUSKOGEE** and **CTC**, upon 60 days written notice.

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2. Proper notification as described in Section 4.
3. For cause in the following manner:
 - a) If either party shall refuse, fail, or be unable to perform any of the terms of this agreement for any reason other than excused performance stated in other sections of this agreement. The party claiming such failure shall give the other party written notice of such breach listing the event and necessary documentation supporting such breach.
 - b) Within 30 days, both parties shall meet and discuss the claimed breach, and set forth a mutually agreed upon resolution to such breach and the time-line for correcting such breach in a manner satisfactory to both parties. Such resolution and time -line must be in writing, agreed and signed by both parties.
 - c) If a mutually agreed resolution is not achieved, or if at the end of such time -line, the agreed upon resolution and time-line are not being met; the breached party may cancel this agreement effective ten (10) days after the end of said agreed time-line, or failure to mutually agree to resolution.

11. EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than payment of the monies) shall be delayed or prevented because of compliance with any law, degree, or order of any governmental agency or authority, either local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other person whatsoever is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations here under (other than the payment of monies) during the periods of such suspension of performance of duties hereunder. Further, product unavailability shall be considered an excused performance under the terms of this Agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Commissary Services and there are no other or further written, or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized officers of **CTC** and **MUSKOGEE**. This Agreement supersedes all other agreements between the parties for the provision of Services outlined herein.

13. GOVERNING LAW

Any disputes between the parties hereto, if not settled amicably, shall be brought in a court of competent jurisdiction, and governed by the laws of the State of Oklahoma.

14. SEVERABILITY

If any part of this Agreement is determined, by a court of competent Jurisdiction to be partially unenforceable the unenforceability shall not affect the balance of this Agreement.

15. EXCLUSIVITY PROVISION

MUSKOGEE hereby states and affirms that **CTC** shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of any and all inmate commissary items, and therefore have the exclusive right to sell, provide, and market to the inmates at Muskogee County Jail commissary products and commissary services. The exclusive right to sell and provide to the inmates commissary services at **MUSKOGEE** shall include but not be limited to food products, non-alcoholic beverages, sundry items, and any and all other products as shall be approved by **MUSKOGEE**.

16. NOTICES

All notices required by this Agreement shall be sent certified mail, FedEx, or UPS, return receipt to the following addresses:

TO MUSKOGEE: Muskogee County Sheriff's Office
Attn: Sheriff Andy Simmons
200 State Street
Muskogee, OK 74401

TO CTC: CTC Commissary, LLC
Attn: Jerry Juneau, Sr.
4501 Marlana Street
Bossier City, Louisiana 71111

THUS DONE AND SIGNED on, 4/22/24.

Muskogee County Sheriff's Office

By: [Signature]
Signature
Andy Simmons
Print Name
Sheriff
Title

THUS DONE AND SIGNED on _____.

Muskogee County, Oklahoma

By: _____
Signature

Print Name
Presiding Commissioner
Title

22nd day of April 2024
Chairman _____
Member [Signature]
Member [Signature]
Attest [Signature]
County Clerk



THUS DONE AND SIGNED on _____.

CTC Commissary, LLC

By: _____
Signature
Gerald L. Juneau
Print Name
Managing Member
Title