



County Jail Inmate Commissary Service Agreement

This agreement is made between Sheriff Andy Simmons, on behalf of Muskogee County Sheriff's Office for the benefit of the Muskogee County jail facility located at 122 S 3rd St, Muskogee, OK 74401, and Commissary Express, Inc., at 609 E Pecan St. Sherman, TX 75090 for the purpose of providing commissary services to inmates of the Muskogee County Sheriff's Office and shall be effective on the 14th day of March, 2023.

County's Grant to Commissary Express, Inc.

Muskogee County hereby grants unto Contractor the exclusive right to provide inmate commissary products to inmates in the Muskogee County jail facility and any and all other jails operated by Muskogee County.

Responsibilities of Parties

Providing Service. Contractor will purchase and maintain at high standards of quality such mutually agreed upon number and type of inventory items at mutually agreed locations for the sale of food products, non-alcoholic beverages, and other such articles and will keep the inventory adequately supplied and in good quality.

Contractor will provide commissary services once weekly using a bag operation system whereby inmate orders are processed at our facility in Sherman, Texas. Orders will be packaged and shipped for delivery.

Menus, Prices, and Services Specifications. Changes in the prices of the commissary items shall be subject to annual review and final approval by the Sheriff's Office prior to implementation by Contractor. The Sheriff's Office shall be notified of any new product offerings and submit written request and/or approval before new products are offered to inmates.

Indemnification. Contractor and Muskogee County agree that neither the Sheriff nor the Sheriff's Office shall assume any responsibility whatsoever for any damage to Contractor's equipment while on the premises of the Muskogee County Sheriff's Office.

Hardware/Software/Equipment. Contractor agrees to provide and install necessary computers, software, and equipment in accordance with the industry standard for the efficient recording, reconciling, and accounting of inmate purchases and inmate trust accounts.

All maintenance, repair, or replacement of hardware shall be the responsibility of Contractor. Furthermore, Contractor shall provide all required training necessary to employees of the County to facilitate the usage of said software and hardware.

License and Permits. Contractor will be responsible for all federal, state, and local license and permits in connection with the commissary service it provides for Muskogee County Sheriff's Office.

Taxes. Contractor will be responsible for collecting and paying all sales tax on commissary goods sold to Muskogee County Inmates.

Financial Arrangements

Contractor will be reimbursed for commissary purchased by Muskogee County inmates on a weekly basis from monies generated from the Inmate Commissary Trust Fund. Contractor must provide a detailed invoice to the County for payment.

Contractor will pay a monthly commission to the County at 30 percent of gross sales less postage sales and taxes.

Terms

This agreement shall remain in effect until June 30, 2023 with a (1) year auto renewal. Either party may terminate this agreement, with or without cause, upon 30 days prior written notice, if Muskogee County does not appropriate funds to support this contract. Notice must be sent via certified mail to the representative's address herein.

Notices & Communications

All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States Postal Service, postage prepaid, and certified mail, return receipt requested and addressed as follows:

Contractor

Commissary Express, Inc.
609 E Pecan St.
Sherman, Texas 75090

County

Muskogee County Sheriff's Office
220 State Street
Muskogee, OK 74401

Independent Contractor Relationship

It is mutually understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this Agreement; that employees of Contractor are not nor shall they be deemed to be employees of the County and that employees of the County are not nor shall they be deemed to be employees of the contractor.

All software and hardware installed by Contractor pursuant to the provisions of this Agreement are and shall at all times remain the property of Contractor and Agreement. All maintenance, repair, or replacement shall be the responsibility of Contractor.

Venue

This agreement will be governed and construed according to the laws of the State of Oklahoma. This agreement is performable in Muskogee County, Oklahoma.

Extent of Agreement

This agreement represents the entire contract between the Sheriff’s Office and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Sheriff and Contractor. Any absence or omission from the contract document specifications concerning any point shall be regarded as meaning that the best commercial practices are to prevail, and that only materials and workmanship of a quality that would be normally specified by Muskogee County are to be used.

Muskogee County, Oklahoma

Commissary Express, Inc.

Andy Simmons, Sheriff

Sam Loria, CEO

Date: _____

Date: _____

Andy Simmons, Sheriff
220 State Street
Muskogee, OK 74401

Sam Loria, CEO
609 E Pecan St.
Sherman, Texas 75090

27th day of March 2023
Chairman Bennett Pan
Member [Signature]
Member [Signature]
Attest [Signature]
County Clerk

