

## COMMISSARY SERVICES AGREEMENT

Made on December 17, 2022, by and between these parties:

CTC Commissary, LLC (hereinafter referred to as "CTC"), and  
**AND**  
Montague County Sheriff's Office (hereinafter referred to as "MONTAGUE")

The parties herein, Montague County Sheriff's Office, located at 111 South Grand Street, Montague, TX 76251, hereinafter referred to as "MONTAGUE", and, CTC Commissary, LLC, with principal office located at 1670 St. Lucy Street, Bossier City, Louisiana, hereinafter referred to as "CTC" desire to enter into an Agreement wherein MONTAGUE states that it desires for CTC to renew their Commissary Inmate Services Agreement, and possibly a Trust Fund Accounting System, at Montague County Jail, and CTC desires to provide said services.

### 1. EXCLUSIVE GRANT

MONTAGUE grants to CTC, an independent contractor, the exclusive right to sell, provide, and market to the inmates at the Montague County Jail, commissary products and commissary services. The exclusive right to sell and provide to the inmates commissary services at MONTAGUE, and any and all future facilities managed by MONTAGUE, 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 MONTAGUE.

### 2. CTC RESPONSIBILITIES

- A. CTC has supplied One (1) Booking kiosk, and will supply mutually agreed upon commissary items of high quality. Service to continue 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 MONTAGUE, and/or any subsequent facility agreed to by the parties.
- C. The commissary products shall be sold to the benefit of inmates at MONTAGUE, 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, 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 MONTAGUE. CTC will provide commissary service once a week, using a bagging operation system whereby orders are made by City Tele-Coin Company, Inc. telephones or video, and, processed at our facility, and shipped for delivery.
- E. CTC agrees to provide telephone support and normal maintenance for MONTAGUE.
- F. CTC will provide, should MONTAGUE 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 MONTAGUE 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 MONTAGUE 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 MONTAGUE facility, and, CTC's website provides a convenient link to "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 MONTAGUE's facility are processed at "Cactas". On line transactions shall be assessed a fee of Ten (10%) percent.

### **3. MONTAGUE RESPONSIBILITIES**

- A. MONTAGUE 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. MONTAGUE 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. MONTAGUE 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. MONTAGUE 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 MONTAGUE.

### **4. TERM AND TERMINATION**

This Agreement shall become effective as of the commencement date of service, and shall remain for an initial term of Sixty (60) months. The initial term commencing on January 8, 2023, and ending on January 7, 2028. At the initial term completion date, or any subsequent renewal term completion date, CTC or MONTAGUE 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 MONTAGUE. 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. Should no notice of the intent to terminate, as set out hereinabove be given, 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.

### **5. COMMISSION**

- A. CTC shall pay a commission of Thirty (30%) percent to MONTAGUE 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. MONTAGUE agrees that CTC shall remit to MONTAGUE its commissions on a monthly basis.

### **6. 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 MONTAGUE 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.

**7. ASSIGNMENT**

The Parties agree and affirm that neither CTC nor MONTAGUE 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 MONTAGUE'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.

**8. TITLE TO SOFTWARE AND HARDWARE**

A. MONTAGUE 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.

**9. 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 MONTAGUE, 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.

**10. INSURANCE**

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).

**11. TERMINATION**

A. Failure of any third-party delivery service to deliver a CTC shipment in a timely and satisfactory manner 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 MONTAGUE and CTC, upon 60 days written notice.
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.

**12. 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.

**13. 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 MONTAGUE. This Agreement supersedes all other agreements between the parties for the provision of Services outlined herein.

**14. 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 Texas.

**15. 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.

**16. NOTICES**

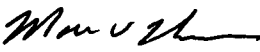
All notices required by this Agreement shall be sent certified mail, FedEx, or UPS, return receipt to the following addresses:

**TO MONTAGUE: Montague Sheriff's Office**  
Sheriff Marshall Thomas  
111 South Grand Street  
Montague, TX 76251

**TO CTC: CTC Commissary, LLC**  
Attn: Jerry Juneau, Sr.  
1670 St. Lucy Street  
Bossier City, Louisiana 71111

THUS DONE AND SIGNED on this day, December 12, 2022.

**Montague County Sheriff's Office**

By:   
*Signature*  
Marshall W. Thomas  
*Print Name*  
Sheriff  
*Title*

(Signatures contained on the following page)

THUS DONE AND SIGNED on this day, December 12, 2022.

Montague County, Missouri

By:

  
*Signature*

Kevin Benton  
*Print Name*

County Judge  
*Title*

THUS DONE AND SIGNED on this day, \_\_\_\_\_.

City Tele-Coin Company, Inc.

By:

\_\_\_\_\_  
*Signature*

Gerald L. Juneau  
*Print Name*

President & CEO  
*Title*