



## **County Jail Inmate Commissary Service Agreement**

This agreement is made between Sheriff Jake Guerra, on behalf of Atascosa County Sheriff's Office, for the benefit of the Atascosa County Jail Facility located at 1108 Cambell Ave. Jourdanton, TX 78026 and Commissary Express, Inc., located at 609 E Pecan St. Sherman, TX 75090. The purpose is to provide commissary services to inmates of the Atascosa County Sheriff's Office and shall be effective on the 1<sup>st</sup> day of December, 2025.

### **County's Grant to Commissary Express, Inc.**

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

### **Responsibilities of Parties**

Commissary Express shall be responsible for purchasing, maintaining, and ensuring high standards of quality with respect to such number and type of inventory items, as may be mutually agreed upon by both parties. Said inventory items shall be maintained at mutually designated locations for the sale of food products, non-alcoholic beverages, and such other articles, as may be approved by the parties. Contractor shall ensure that all inventory is adequately supplied, properly maintained, and of consistently 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 given 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 requests and/or approval before new products are offered to inmates.

Indemnification. Contractor and Atascosa 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 Atascosa 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 licenses and permits, in connection with the commissary service it provides for Atascosa County Sheriff's Office.

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

## **Financial Arrangements**

Contractor will be reimbursed for commissary purchased by Atascosa 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 25 percent of gross sales, less postage sales and taxes.

## **Terms**

This agreement shall remain in effect for (3) years, from the commencement of service. Either party may terminate this agreement, with or without cause, upon 30 days prior written notice. 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**

Atascosa County Sheriff's Office  
1108 Campbell Ave.  
Jourdanton, TX 78026

## 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 always remain the property of Contractor and Agreement. All maintenance, repair, or replacement shall be the responsibility of Contractor.

All data obtained from Atascosa County belongs to Atascosa County. Atascosa County has the right to request their data to be extracted and turned over to Atascosa County in a common format at no cost at any time.


## Venue

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

## 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 Atascosa County are to be used.

Atascosa County, Texas




Sheriff Jake Guerra

Date: 11-3-2025

Sheriff Jake Guerra  
1108 Campbell Ave.  
Jourdanton, TX 78026

Commissary Express, Inc.



Lauren Mason, Vice President

Date: 11-4-25

Lauren Mason, Vice President  
609 E Pecan St.  
Sherman, Texas 75090