#### **KEEFE COMMISSARY NETWORK AGREEMENT**

This Agreement made and entered into effective as of the 1<sup>st</sup> day of September, 2016, by and between KEEFE COMMISSARY NETWORK, L.L.C. an affiliate of THE KEEFE GROUP, ("KEEFE") and the Williamson County Sheriff's Office, a County Jail in the State of Texas ("INSTITUTION").

Whereas, KEEFE is in the business of supplying food and other related products to inmate commissary departments of correctional facilities throughout the United States, including INSTITUTION; and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the ordering of commissary supplies by inmates and the payment thereof, now, therefore, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

#### 1. OPERATION OF COMMISSARY BY INSTITUTION

INSTITUTION agrees that during the term of this Agreement, it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

#### 2. OPERATION OF COMMISSARY BY KEEFE

KEEFE agrees that on an as needed basis, it will download all inmate orders for commissary items via POE (Phone Order Entry). Keefe will employ onsite management to handle all commissary duties. KEEFE will bag, box, and ship such commissary items to the INSTITUTION for distribution to the inmates and will bill the INSTITUTION monthly or more frequently for all such purchases. In addition, KEEFE will keep the computer equipment updated

with complete information as to commissary items available, pricing, and other terms and conditions of sale.

#### 3. HARDWARE

During the term of this agreement, KEEFE shall supply INSTITUTION with such computer equipment and software necessary to run all commissary operations to include two new desktop PC's for Williamson Inmate Accounts staff. KEEFE hereby grants to INSTITUTION a royalty free license to use the KEEFE Commissary Network software. INSTITUTION acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

#### 4. PAYMENT

KEEFE will invoice INSTITUTION for all commissary items purchased.

INSTITUTION will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

#### 5. SERVICE FEE

INSTITUTION will be paid a service fee for the services to be provided by it hereunder equal to 43% of adjusted gross sales. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and INSTITUTION listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from INSTITUTION, the service fee paid to INSTITUTION shall be reduced accordingly by KEEFE after negotiation with INSTITUTION.

#### 6. MENU

Product selection and pricing will be agreed upon by INSTITUTION and KEEFE. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by INSTITUTION. Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of INSTITUTION. The product prices set forth in Exhibit "A" are agreed upon by both parties to be effective as of September 1, 2016.

#### 7. **DEPOSIT SERVICES**

This agreement shall include KEEFE'S Access Corrections® Deposit Services. KEEFE will facilitate family deposits to inmate trust accounts via website, toll free phone number and deposit kiosk placed in a mutually agreeable site within the facility. Facility will provide power and network connectivity for the kiosk. KEEFE will guarantee all deposits and ACH moneys to designated INSTITUTION bank account nightly. No fees for this service will be borne by INSTITUTION.

#### 8. TERM & TERMINATION

This Agreement shall commence on September 1, 2016 and continue in effect for a period of three years thereafter (the base term) unless otherwise terminated earlier pursuant to the terms and conditions of the documents that derive the Contract (as defined below). At the end of the said base term, the INSTITUTION reserves the right to extend this Agreement, by mutual agreement of both parties, as it deems to be in the best interest of the INSTITUTION, for up to two additional one year terms thereafter. In the event of such extension(s), any price escalation at the time of extension shall be no more than the amounts necessary to reflect increases in the

Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor.

#### 9. VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

#### 10. CONTRACT

The parties to this Agreement hereby acknowledge and agree that the INSTITUTION's Request for Proposals (Number: 1605-084) for Jail Commissary Services for the Williamson County Sheriff and any addenda issued as a part thereof ("RFP"); KEEFE's proposal that was submitted by KEEFE in response to the RFP; and this Agreement, collectively form the "Contract" and are as fully a part of the Contract as if attached to this Agreement. The parties to this Agreement acknowledge and agree that should there be any conflict between the terms, conditions, specifications and/or obligations set forth in (1) the RFP; (2) KEEFE's proposal that was submitted by KEEFE in response to the RFP; and/or (3) this Agreement, the applicable documents will be referred to for the purpose of clarification and controlling effect in the following order of precedence: (1) the RFP; (2) this Agreement; and (3) KEEFE's proposal that was submitted by KEEFE in response to the RFP.

#### 11. ENTIRE AGREEMENT

The Contract represents the entire and integrated agreement between the parties

hereto and supersedes prior negotiations, representations or agreements, either written or oral.

#### 12. WAIVER

No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of KEEFE and INSTITUTION.

#### 13. <u>INDEMNIFICATION</u>

To the extent allowed by law, 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 or employees.

IN WITNESS WHEREOF, the parties have executed this Commissary Agreement to be effective as of the year and date first above written.

John Puricelli
Executive Vice President, General Manager
MENGT 10, 2016
Date
Williamson County Sheriff's Office (INSTITUTION)
BY: Jame R. Wilson
PRINTED NAME: JAMES R. WILSOW
TITLE: SHEKIFF
8-/6- Date , 20/6

## Exhibit "A" Initial Product Pricing

### Williamson County Commissary Menu FOOD SECTION

	*BEVERAGES*		-	**PASTRIE S/CANDY**			**FOOD/SNACKS CONTD**	_
time City	0 escription	Price	itm# Q	ty Description	Price	Itm# Q	ty Description	Pric
2000	S.S. Co fee *	\$0.46	3329	_StawberryFifled iced Long John *	\$1.49	2584	Tuna w/Jalapenos 3.53 oz * H	\$3.0
2005	SS Taster's Choice *	\$0.46	4005	Butteränger *	\$1.44	2596	Cream Cheese w/Jalapenos 2 oz	\$1.1
2015	FD Colombian Coffee 3 o z* H	\$5.47	4015	Nestles Crunch*	\$1.44	2664	Velveeta Maicaroni and Cheese * H	\$1.4
282	KF Alturo Blend Coffee 3 oz * H	\$4.10		Chick O Stick *	\$0.62	2665	SpicyVelveeta Macaroni and Cheese * H	\$1.4
283	KF Colombian Blend Coffee 3 oz * H	\$4.51	4035	Reese's PB Cups *	\$1.44	2666	Velveeta Cheesy Rice * H	\$1.1
	_10 pk Salt	\$0.67	4036	Hershey's Chocolate Bar*	\$1.44	2667		\$1.1
As Autor	10 pk Pepper	\$0.67	4037		\$1.44		Velveeta Cheesy Refried Beans * H	\$1.6
	French Cappuccino 4.8 o z* H	\$2.98		Skittles	\$1.44	2669		
	S.S. Hot Cocoa "							\$1.6
	10 pack Creamer	\$0.46		Snickers w Amonds	\$1.39	1	Spicy Vel Cheesy Refried Beans and Rice* H	\$1.6
	S.S. Orange Drink	\$1.03	4046	M&M Peanut 53 oz Baq *	\$4.42		Kelloqq's Frosted Flakes S.S. *	\$1.5
		\$0.46	4047	M&M Plain 5.3 oz Bag *	\$4.52		Kellogg's Froot Loops S.S. *	\$1.5
	S.S. Fruit Punch	\$0.46	1000000	Snickers Miniatures 4.4 ozBaq *	\$3.44	1000000000	BC Ground Beef Crumbles Spicy 6 ozH	\$3.5
-	Sweet & Low 10-pack	\$1.06		Butters cotch Buttons	\$1.59		F.C. Macketel in Siria cha Sauce 3.53 oz H	\$2.3
	_S.S. Lemonade	\$0.46	-	Bit O' Honey	\$1.59		High Heat Sausage 1.63 oz	\$1.4
	Grape Kool-Aid 6 oz * H	\$2.23	11/2/12/19	Rootbeer 8 arreis	\$1.59	3583	Salami 5 oz	\$3.6
	_ Tropical Punch Kool-Aid 6 oz* H	\$2.23	4135	Jo9y Ranchers Assorted	\$1.69	3585	Summer Sausage 5 oz	\$3.6
334	Cherry Kool-Aid 6 oz * H	\$2.23	4145	Startte Mints	\$1.59	6172	BC Chill NO Beans 11.25 oz	\$3.1
310	_ Country Time Lemonade 6 oz * H	\$2.23	4146	Atomic Fire Balls	\$1.59	6173	BC Chill w/ Beans 11.25 oz	\$3.1
121	Country Time Raspberry Lemonade 6 oz * H	\$2.01	4150	_ Sour Fruit Balls	\$1.59	6174	BC Hot Chill w Beans 1125 oz	\$3.1
550	Non-fat Powdered MHk 10 oz * H	\$4.47	4155	Sugar Free Wild Fruit	\$1.59	6176	BC Beef Stew 11.25 oz	\$3.1
	**COOKIES/CRACKERS**			**BREAKFAST**		6178	F.C. Mackerel Fillets 3.53 oz *H	\$2.3
004	Peanut Butter Creames 6oz*	\$1.54	3336	GV Frosted Shredded Wheat 20 oz	\$ 5.91	6179	Fresh Catch Sardines Soybean Oil H	\$2.3
010	Chocolate Chip Cookies 2.75 oz * H	\$1.03	3342	GV Raisin Bran 20 oz *	\$ 5.91	6181	Fresh Catch Sardines Hot Tomato H	\$2.3
015	Oatmeal Raisin Cookle 2-pack * H	\$1.03	3358	GV Frosted Flakes 20 o z*	\$ 5.91	6190	Fish Steaks/Oil w/Green Chilles 3.53 oz* H	\$2.3
020	Oreo Sandwich Cookies 1.8 oz *	\$1.03	3359	GV Berries Bunch Q Crunch 20 oz *	\$ 5.91		F.C. Salmon 3 53 oz* H	\$2.7
030	Van Crème Cookies 6 oz * H	\$1.54	4210	GV Fruit Rolls 20 oz*	\$ 5.91	6193	BC BBQ Beef 11.25 oz	\$3.7
031	Orange Pineapple Creme Cookies 6oz* H	\$1.54	6401	Quaker Variety Plack Granola Bar *	\$ 5.91	6195	BC Premium Chicken Breast 45 oz	\$4.2
035	Chocolate Chip Cookies 6 oz *H	\$1.54		**FOOD/SNACK ITEMS**		6208	Student Mix 3.75 oz	\$1.7
	iced Datmeal Cookies 6 oz *H	\$1.54	4460	Instant Potatoes 4 oz *H	\$1.75	A STORY	Spicy Cajun Mtx 3.5 oz	\$1.7
045	Duplex Creme Cookies 6 oz * H	\$1.54		Calun Chicken Ramen	\$0.98		Tropical Bland Mix 4 o 2	\$1.2
050	Chocolate Chip Cookies 16 oz * H	\$3.75	6016	Lime Chil Shimp Ramen	\$0.98		Chill Picarte Corn Nuts	\$1.0
-								
	_loed Oatmeal Cookies 16 oz * H Satine Crackers 16 oz * H	\$3.75	6018	Texas Beef Ramen Chili Ramen	\$0.98 \$0.98	6262	Ranch Corn Nuts	\$1.0
-	Snack Cracker (Like Ritz) 16 oz*	-			-	1000		
		\$3.67	6046	_ Chicken Ramen	\$0.98		Mustard 12 pk *H	\$1.4
	Cheese Cracker 1.5 oz bag *	\$0.98	6048	BeefRamen	\$0.98	100000	Ketchup 12 pk * H	\$1.4
	_ Cheese Sandwich Crackers*	\$0.82	6050	White Rice 7 oz * H	\$1.76		Hot Sauce 12 pk	\$1.4
222	PB Sandwich Crackers *	\$0.82	6052	Hot Vegetable Ramen	\$0.98	6300		\$1.3
-	**SNACK S/PASTRIE S**	-	6053	_ Caj. Shrimp Ramen	\$0.98	6320	The state of the s	\$1.1
	Banana Moon Pie	\$ 1.08	6078		\$1.38		Grape Jelly Squeezer * H	\$0.5
201	Strawberry Moon Pie	\$ 1.08	6079	Whole Shabang Chips 1.5 oz* H	\$1.12	6415	SS Peanut Butter * H	\$0.8
205	Chocolate Moon Pie	\$ 1.08	6083	White Cheddar Popcom 5 oz * H	\$2.31	6428	Cheddar Squeezer 2 oz	\$1.4
226	_Chocolate Iced Donut *	\$1.44	6100	Pote to Chips 1.5 oz * H	\$1.12	6429	Jalapeno Cheddar Sqzr 2 oz	\$1.4
230	Peanut Butter Bars (twin-pack)*	\$0.80	6102	Stuffed Jalapeno Chips 1.5oz * H	\$1.12	6445	Velveeta Nacho Cheese Dip 4 o z	\$2.6
231	Oatmeal Sandwich Cakes (single-pack)*	\$0.53	6103	Habener o Torfilla Chips 1.5 cz * H	\$1.12	6500	(Hot) Pickle *	\$1.5
236	Swiss Rolls (tvin-pack)*	\$0.74	6105	BBQ Potato Chips 1.5 oz*H	\$1.12	6501	(Mild) Pickle *	\$1.5
245	Dunking Sticks (single-pack) *	\$0.74	6108	ML Pretzels 11 oz *	\$2.66	6507	Sliced Jalapeno Peppers	\$1.0
248	iced C innamon Roll*	\$1.49	6111	Hots Spicy Com Chip 1.5 oz "H	\$1.12	6600	C. Annie Tortilas *	\$2.2
261	Jumbo Honey Bun*	\$1.49	THE RESERVE OF THE PERSON OF T	Cheese Puffs 2 oz * H	\$1.12	6606	Peanuts 1.75oz *	\$1.0
	SL Chocolate Cup cakes *	\$1.49		CA Cheese Crunchy11 oz * H		100000	Moon Lodge Hot Hot Hot Peanuts *	\$1.0
	ked Honey Bun *	\$1.59		CA Tortille Chips 12 oz *H	\$3.72		Plain Bagei 4 oz*	\$1.0
	2 Pack StrawberryD onuts*	\$1.49		Nacho Tortilla Chips 1.5 oz H	\$1.12		Thai Palace Rice Noodles-Chili	\$1.4
	Bear Claw*	\$1.49	1000000	Hot Hot BBQ Potato Chips 1.5 oz* H	\$1.12	-	Refied Beans 8 oz * H	\$2.6
295		\$3.49		Sour Cream & Onion Chips * H	\$1.12		Hot Chill Refred Beans & Rice 4.4 oz* H	\$1.5
	Blueberry Cheese Danish*	\$ 1.49		Hot Spicy Pork Rinds 20 z	\$1.69		Fish Steak in LA Hot Sauce 3.53 oz * H	\$2.3
	Strawberry Cheese Danish*			Caramel Popcorn 3.53o z * H		-	Spem Hormel Pouch 3 oz	\$2.1
-		\$ 1.49			\$1.59			
540	Zippy Cakes Strawberry Cereal Bar*	\$ 0.67		_ Frito Lay Flamin Hot Cheetos 1.75oz	\$1.27		BC Roast Beef & Gravy 10ozH	\$4.2
				CA SBQ Com Chips 12 oz* H	\$3.72	6826	_ f.C. Tuna in a pouch 4.23 oz *H	\$3.2
			0407	Frito Lay Cheetos 202	\$1.27			
			0.101	- I NO CON CINCENS 202				

## Exhibit "A" Initial Product Pricing

### Williamson County Commissary Menu HYGIENE, CLOTHING, AND MISC SECTION

** PERSONAL CARE PRODUCTS**			-	PERSONAL CARE PRODUCTS"	**CLOTHING**			
tem (	by Description	Price	Item Q	Description	Price	Item Qty	Description	Price
0001_	4 oz Shampoo	\$1.25	0020	Crawford Dandruff Rinse	\$ 1.25	1450	Small Shower Shoe	\$3.0
0002_	4 oz Conditioner	\$1.25	0821	Palm Brush	\$ 1.00	1451	Medium Shower Shoe	\$3.0
0030_	Sulphur 8 Medicated Shampoo	\$4.15	0855	Pony Tail Holder	\$ 0.25	1452	Large Shower Shoe	\$3.0
0050	Blue Mag. Cond./Hairdress	\$2.10	0105	Power-Up Clear Deodorant Extreme	\$ 2.95	3820	X-Large Shower Shoe	\$3.0
0051_	Blue Mag. Bergamot Cond	\$2.10	0115	Mennen Men's Sport Talc Pers/Deo	\$ 4.25	1504	Small T-Shirt	\$3.7
0055_	Pro Glo Gel Pomade	\$2.10	0138	Mennen Men's Reg Stick Deo	\$ 3.75	1505	Medium T-Shirt	\$3.7
0068_	Luster Pink Oil Moi sturizer	\$5.40	0490	Hinged Soap Dish	\$ 0.75	1506	Large T-Shirt	\$3.
0102_	Powerup A/P Deodorant Force	\$2.95	0216	Heritage Cocoa Butter Stick	\$ 2.25	1507	X-Large T-Shirt	\$3.
106_	Powerup Womens Deoderant	\$2.95	0508	Aim Tartar Control Toothpaste	\$ 2.75	1508	2X-Large T-Shirt	\$5.
0116_	Suave Deoderant	\$3.50	4644	Bump Stopper Razor Bump Treatment	\$ 4.75	1509	3X-Large T-Shirt	\$5.
147_	Power-up AP Deodorant - Drive	\$2.95	0070	Pro Go Cocoa Better Crème w/Aloe	\$ 2.50	5273	Reading Glasses 1.25	\$7.
0210	4 oz Skin Care Lotion	\$1.25	0713	Preference Panty Shields	\$ 125	5275	Reading Glasses 1.75	\$7.5
0215_	Cocoa Butter Lotion 4 oz	\$1.25	0199	Honey-Lemon Cough Drops	\$ 1.50	5277	Reading Glasses 2.25	\$7.5
0240	Medicated Skin Cream 4.5 oz	\$2.00	0674	Halls Cherry Cough Drops	\$ 1.75	1514	Men's Brief Small	\$2.
0251_	Tolnaftate Anti-fungal	\$2.05	0675	Halls Regular Cough Drops	\$ 1.75	1515	Men's Brief Medium	\$2.
0242_	Acne Lotion	\$3.25	3692	Multi-Purpose Solution	\$ 5.95	1516	Men's Brief Large	\$2.
270_	Chapstick	\$1.25		**MISCELLANEOUS**		1517	Men's Brief X-Large	\$2.
0320_	Magic Cream Shave Depilatory	\$3.80	1004	One-Cent Postage Stamp	\$0.01	1518	Men's Brief 2X-Large	\$4.
331_	Brushless Shave Cream	\$1.90	1015	No clasp-9.5 x12.5 Envelope	\$0.35	1529	Small Boxer Shorts	\$3.
397_	Next 1 Cocoa Butter Soap 5 oz	\$1.35	1049	1st Class Stamp (1 Each)	\$0.49	1530	Medium Boxer Shorts	\$3.
398	Dial Translent Soap 4 oz	\$1.40	1001	Large Stamped Envelopes	\$0.60	1531	Large Boxer Shorts	\$3.
1401	Dove Soap Sensitive Skin	\$2.50	1060	8.5 x 11 Letter Pad	\$1.71	1532	X-Large Boxer Shorts	\$3.
1424	Moisturizing Soap 5 oz	\$1.45	1085	Eraser Beveled Pink	\$0.50	1533	2X-Large Boxer Shorts	\$5.
1426	Next 1 Sport Bar Soap 5 oz	\$1.45	1086	Pocket Dictionary	\$3.60	1534	3X-Large Boxer Shorts	\$5.
0491	Soap Dish	\$0.70	1040	FlexPen	\$0.98	1540	Tube Socks (One Size Fits All	\$1
0500	6 oz Mouthwash Mint	\$1.60	1300	Playing Cards	\$2.17	1550	Small Thermal Top	\$5.
0520	Colgate Toothpaste	\$2.50	1310	Double Six Dominoes	\$4.00	1551	Medium Thermal Top	\$5.
0530	Cool Wave Toothpaste 4 oz.	\$2.25	1315	Chess Set with Board	\$8.00	1552	Large Thermal Top	\$5
0557	Antishank Toothbrush	\$0.50	1320	Checkers Set with Board	\$6.00	1553	X-Large Thermal Top	\$5.
0581	2 pk APAP (X-Strength Tvi)	\$0.75	1327	Uno	\$7.25	1554	2X-Large Thermal Top	\$7.
0583	2pk Ibuprofen	\$0.75	1400	Cereal Bowl	\$1.25	1555	3X-Large Thermal Top	\$7.
0595	2.5 oz Effergrip	\$4.00	1430	Washcloth White	\$1.00	1560	Small Thermal Bottom	\$5.
0640	Rolaids (3 Roll Pack)	\$2.75	1472	Ultra Surf 2 oz	\$1.34	1561	Medium Thermal Bottom	\$5.
0671	Cherry Cough Drops	\$1.50	1106	Love Card	\$1.55	1562	Large Thermal Bottom	\$5.
0680	Daily Multi Vitamins	\$3,75	1103	Birthday Card	\$1.55	1563	X-Large Thermal Bottom	\$5.
0710	Tampons 1 box	\$7.50	1109	Friendship Card	\$1.55	1564	2X-Large Thermal Bottom	\$7
711	Sanitary Napkins	\$2.85	1120	Thank You Card	\$1.55	1565	3X-Large Thermal Bottom	\$7.
760	Cotton Swabs 100-ct	\$1.00	1121	Se asonal Greeting Card	\$1.55	1650	Small Women's Parities	\$1.
0700	TO SECURE OF STREET STREET, ST	H. Walter	Lan Manifesta	A STATE OF THE STA	- 100	1651	Medium Women's Panties	\$1.
						1652	Large Women's Panties	\$1.
						1653	X-Large Women's Panties	\$1.
						1697	2X-Large Women's Panties	\$3.
				SEE OTHER SIDE FOR FOOD ITEMS*		8388	Sports Bra-34	\$7.
						8389	Sports Bra-36	\$7.
						8390	Sports Bra-38	\$7.

# Exhibit "B" Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by INSTITUTION

### **How Commissions Are Determined**

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

Monthly Sales
Less Postage/Non Commissionable
= Adjusted Gross Sales

x 43% Commission Offered

\*Postage sales and stamped envelopes are noncommissioned.