


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KEEFE COMMISSARY NETWORK, LLC
COMMISSARY SERVICES AGREEMENT

FILED FOR RECORD at <u>2:11</u> o'clock <u>P</u> M
MAR 25 2025
BECKY LANDRUM County Clerk, Hunt County, Tex. by 

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC, ("Keefe"), and Hunt County Sheriff Office, Texas ("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the following services which are detailed herein: the ordering of commissary items by inmates; the operation of and payment for commissary; payments to inmate trust accounts; and an inmate package program; (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the Keefe computer equipment ("Computer Equipment") and Keefe proprietary software ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts.

1.1 **OPERATION OF COMMISSARY BY KEEFE.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3.0. 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. Keefe will provide all onsite staffing to handle all commissary duties.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software necessary to provide the Commissary Services. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

3. **PAYMENT.** Keefe will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Keefe's standard credit terms (NET 30 DAYS).

4. **COMMISSION.** Customer will be paid a commission for the services to be provided under this Agreement equal to **36.5%** of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in Exhibit A of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer. Additionally, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the commission paid to Customer to reflect said increases. If other material conditions change due to causes beyond Keefe's control including, but not limited to, a change in the scope of services, menu changes requested by Customer, material decreases in inmate population or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Keefe's control, it is agreed that the parties shall adjust the commission paid to Customer to reflect the impact of the material change in circumstances.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. All changes must be approved by Customer.

6. **PAYMENT SERVICES.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit B, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit B. Except as provided for herein, no fees for this service will be borne by Customer.

7. **RELEASE CARD SERVICES.** Reserved.

8. **PACKAGE PROGRAM.** This Agreement includes Keefe's Access Securepak® Inmate Package Program Service. Keefe shall process and deliver orders placed through its Access Securepak website on the terms and conditions provided therein. Customer will be paid a commission for this service equal to **36.5%** of all final Securepak sales made on behalf of inmates at Customer's facility minus any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales. Keefe shall deliver Securepak orders to Customer's

facility once per week. Customer agrees that Keefe may charge a processing fee for each order which may be amended by Keefe from time to time.

9. **WHOLESALE VENDING PROGRAM.** Reserved.

10. **INMATE VENDING.** Reserved.

11. **SECURE TABLET PROGRAM.** Reserved.

12. **TERM & TERMINATION.** This Agreement shall become effective as of the 1st day of February 2025, and shall continue in effect for a period of (5) five years (the "Base Term"). The Agreement will automatically renew for successive one-year terms thereafter, unless either party to this Agreement gives notice in writing to the other party no less than ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement. If either party shall materially breach any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such material breach shall give the other party a written notice of such breach. If within thirty (30) days from such notice the material breach has not been cured, or the material breach is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

Keefe shall have the right to terminate this Agreement upon any change to or enactment of any federal, state or local law, rule, regulation, or regulatory guidance, or published change in the interpretation thereof by any federal, state, or local regulatory agency or other governmental agency having jurisdiction over this Agreement, which would have a material adverse effect upon: (i) the subject matter hereof; (ii) Keefe's ability to perform its obligations hereunder; or (iii) Keefe's expected risks or benefits under this Agreement; provided that the parties, after good faith discussions, cannot find a mutually agreeable solution after the parties have negotiated in good faith for a period not exceeding thirty (30) days, which negotiation period the parties can mutually agree to extend.

13. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God, or any other reason whatsoever that 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 hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

14. **CUSTOMER'S RESPONSIBILITIES.**

- a) Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures.
- b) Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee.
- c) Customer shall fully cooperate and take all actions necessary to allow Keefe to perform the Services in compliance with all applicable federal, state, and local laws or regulations.
- d) Customer represents and warrants that it is lawful in its respective jurisdiction of Hunt County, Texas to provide the Services as detailed in this Agreement.

15. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hunt.

16. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Keefe and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

17. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

18. **INDEMNIFICATION.** Keefe shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Keefe's negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. Customer shall indemnify Keefe to the extent allowed under Texas law.

19. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to

direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

20. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

21. **CONFIDENTIALITY.** “Confidential Information” includes any non-public, confidential or proprietary information furnished by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) including, but not limited to, information relating to the Disclosing Party’s business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party’s possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.

22. **EXCLUSIVITY.** Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.

23. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

24. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

25. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

26. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

Hunt County Sheriff's Office

By: Terry Jones
Name: Terry Jones
Title: Hunt County Sheriff
Date: 3-25-25
Address for Notice:
2801 Stuart St. Greenville, TX 75401

Keefe Commissary Network, LLC

By:
Name: John Puricelli
Title: Executive Vice President
Date:
Address for Notice:
10880 Lin Page Place, St. Louis, MO 63132

With a copy to:
General Counsel, TKC Holdings, Inc.
1260 Andes Blvd., St. Louis MO 63132

Exhibit A
Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

Exhibit B
Payment Services
(Payment Services with lobby kiosks)

1. **Services.** Keefe will provide kiosk(s) money handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations. For purposes of this Agreement the following terms shall apply as follows. Lobby Kiosk refers to a kiosk(s) in which an inmate's family and friends may conduct deposits to the inmate trust account (hereinafter referred to individually as "**Lobby Kiosk**" and collectively as "**Kiosks**").

2. **Authorization.** Customer authorizes Keefe to act on its behalf in handling monies and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing, and settlement to Customer for the benefit of designated recipients.

3. **Responsibilities of Keefe.**

a. Keefe will receive payments from the public, directed to recipients by way of the Services.

b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate, or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.

c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.

d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.

e. Keefe will provide sufficient promotional material to be posted by Customer.

f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a kiosk.

g. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.

h. Keefe may contract with a third-party service provider to remove monies from kiosks, to replace receipt paper and other similar administrative tasks.

i. Keefe will secure kiosks(s) in designated spaces(s).

j. If applicable Keefe will provide the following additional functions as selected below:

☐ Install network drop for kiosk(s)

- ☐ Install electrical outlet(s) for kiosk(s)
- ☐ Install Internet Service Provider (ISP)

Keefe Initial: _____

4. Responsibilities of Customer.

- a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice of any changes to the bank account information.
- b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.
- c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
- e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit and/or its negligence in the performance of its duties hereunder.
- f. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
- g. If applicable Customer will provide the following functions for use of kiosk as selected below:

- ☐ Install network drop for kiosk(s)
- ☐ Install electrical outlet(s) for kiosk(s)
- ☐ Install Internet Service Provider (ISP)

Customer Initial: _____

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- h. Customer will assist Keefe with the recovery of funds from recipient accounts for any chargebacks that are ultimately not reversed by the card processor.

5. Rates. The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time.

6. Exclusivity. Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.

7. Refunds/Chargebacks.

- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or

change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.

- b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
- c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.
- d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control and Customer will reimburse, defend, indemnify, and hold Keefe harmless from any and all losses, costs, and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.