

## **INMATE COMMISSARY SERVICE AGREEMENT BETWEEN THE WEBB COUNTY SHERIFF AND QV SUPPLIES**

This contract is made and entered into by and between the Webb County Sheriff Martin Cuellar (SHERIFF) and QV Supplies (CONTRACTOR) to provide Inmate Commissary goods and services this \_\_\_ day of \_\_\_\_\_, 2015 (the "Agreement"). CONTRACTOR shall provide commissary goods and services for the adult inmates at the Webb County Jail upon the terms and conditions as set forth herein.

**1. GRANT:** The SHERIFF hereby grants CONTRACTOR exclusive rights to provide commissary goods and services for the adult inmates at the Webb County Jail in accordance with this Agreement.

**2. TERM:** The term of this Agreement shall be for two (2) years only with no options to extend. Effective date of this agreement is when both parties have signed and agreed to all terms and conditions.

**3. COMMISSION:** CONTRACTOR shall pay a fixed rate of return commission of 10% of gross sales to the SHERIFF'S commissary fund; the fixed rate of return may be adjusted after the initial term of this agreement. Any increases must be approved in writing by both parties.

**4. TERMINATION:** The SHERIFF reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the CONTRACTOR shall be entitled to receive payment from the SHERIFF for work completed prior to the termination date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to CONTRACTOR'S default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the CONTRACTOR with any or all losses incurred, including attorney's fees and expenses.

**5. INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and save harmless the SHERIFF, its agents, employees, and representatives from and against any and all suits, actions, claims, demands, damages or losses arising from the acts or omissions of CONTRACTOR, its agents, employees, representatives or subcontractors. CONTRACTOR indemnification obligations hereunder shall extend to matters arising under the terms of this Agreement. CONTRACTOR shall, at its own cost and expense, defend any such claim and any suit, action or proceeding which may be commenced thereunder, and shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred therein. The SHERIFF may elect, at its own expense, to retain separate counsel, in addition to that provided by CONTRACTOR. CONTRACTOR indemnification obligations hereunder shall not be construed to extend to any claim arising prior to CONTRACTOR'S obligation under this agreement, any claim challenging the validity of a conviction or sentence or any suit, action, claim, demand, damage or loss arising from the acts or omissions of the SHERIFF, its agents, employees, representatives or subcontractors.

**6. INSURANCE:** CONTRACTOR agrees to maintain all necessary insurance in connection with the CONTRACTOR employees, its corporation, and this service. The amount of General Liability, workman's compensation will be mutually agreed upon by both parties as of the date the contract is awarded. CONTRACTOR must provide copy of necessary insurance to SHERIFF or his designee.

## **7. SCOPE OF WORK / RESPONSIBILITY OF VENDOR:**

- A) **Service Time:** CONTRACTOR must provide services to the Webb County Jail inmates on Tuesdays and Fridays of each week.
- B) **Staff Time:** Staff shall be provided five (5) days per week, if needed, and as requested by the SHERIFF. CONTRACTOR shall adjust the commissary schedules as directed by the SHERIFF, or his designee.
- C) **Delivery of Items:** Individual inmate commissary orders shall be delivered in clear, perforated, plastic bags with tamper—proof seals, or bags that are approved by the Webb County Jail. Within each bag, two copies of the order receipt shall be provided. Orders shall be conducted on Mondays and Thursdays of each week. The receipts shall contain the following information.
- a. Inmate's name
  - b. Inmate's location
  - c. Items and quantity ordered
  - d. Total order
  - e. Beginning balance
  - f. Ending balance
  - g. Two signature lines
- D) **Items to be sold:** CONTRACTOR and SHERIFF shall meet and mutually agree upon items to be carried. After the initial agreement; no items are to be added or removed without permission of the SHERIFF. It will be the CONTRACTOR'S responsibility to keep the SHERIFF up to date on new product availability.
- E) The CONTRACTOR shall make categories of products available for purchases to include:
- a. Hygiene products
  - b. Stationary materials
  - c. Ethnic products
  - d. Snacks
  - e. Food
  - f. Games
  - g. Personal care items and
  - h. Certain clothing items

Items offered through the commissary must meet the following guidelines:

- a) Food items must be wrapped and/or packaged singularly, for individual consumption.
- b) Food items must be individually dated.
- c) All containers must be made of non-breakable materials.
- d) All consumable products shall be alcohol-free—i.e. mouthwash, etc.

**Supply:** Maintain sufficient inventories to limit shortages and/or backorders.

**Computer:** Provide a computer and necessary hardware for same, if needed, from the CONTRACTOR.

**Purchasing Inventory:** CONTRACTOR agrees to purchase any existing inventory at the Webb County Jail at current cost.

**Profit Increase:** CONTRACTOR shall continue to look at new avenues of increasing profits. All new items shall be discussed with the SHERIFF and/or his designated representative for approval.

**Damaged / Returned Goods:** CONTRACTOR shall establish a method for handling damaged or shortages by refund or replacement. In addition, the CONTRACTOR shall establish a method of handling "restocking or return orders" (at no cost to the SHERIFF) when the inmate is released prior to receiving their order.

**Shelving:** Providing necessary shelving.

**Complaints:** All inmate complaints regarding quality and/or delivery of commissary items shall be review and answered. CONTRACTOR shall meet with the SHERIFF, or his designee, to review and appropriately respond and correct any problem.

8. **ALL NOTICES** sent pursuant to this Agreement shall be sent via certified mail, return receipt requested or national overnight courier service to:

**SHERIFF:** Webb County Sheriff Martin Cuellar  
Attention: Jose Angel Lopez III, Finance Director  
902 Victoria Street  
Laredo, Texas 78040

**CONTRACTOR:** Ms. Violeta Vazquez, Owner / General Manager  
DBA QV Supplies  
2118 Ross  
Laredo, Texas 78043

9. **THIS AGREEMENT** shall not be altered, changed or amended except in a writing executed by both parties.

10. **FORCE MAJEURE:** In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11. **SEVERABILITY:** If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

In Witness whereof, the SHERIFF and the CONTRACTOR have executed this Agreement, as of the day and year above written, in duplicate: one will remain with SHERIFF and one will remain with CONTRACTOR;

SHERIFF: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_