



PREMIER
SUPPLY LINK, LLC

COMMISSARY SERVICE AGREEMENT

This AGREEMENT made this 7th day of September, 2023 by and between Madison County Board of Supervisors, represented by the Madison County Sheriff's Office, with principal offices located at the Madison County Detention Center, 2935 Highway 51, Canton, MS 39046, hereinafter referred to as "Client", and Premier Supply Link LLC with principal offices located at 2552 Highway 468, Pearl, Mississippi 39208 and principal mailing address of P.O. Box 54350, Pearl Mississippi 39288, hereinafter referred to as "PSL". This Agreement refers to the following correctional facilities: MADISON COUNTY DETENTION CENTER and any existing and or future facilities operated by the Madison County Sheriff's office.

Client grants to PSL, as an independent contractor, the exclusive right to provide a commissary bagging operation in order to sell commissary items which are charged to the residents' account balance, including but not limited to, food items, personal hygiene products, clothing, electronics and supplies to the residents of the facilities listed above, each location referred to as "Premises". Charges to the residents' accounts for services to the residents which are provided by the Client are excluded from this provision.

PSL will subcontract with Premier Services LLC, hereinafter referred to as "PS", to provide licensed and bonded money transmitter services, phone debit and IVR services, custom hardware and software solutions, kiosks, web-based ordering and deposit services, and inmate release payment services.

Services

PSL agrees to provide an approved menu of items available to the residents, and will keep the inventory adequately serviced and supplied with appropriate merchandise in good quality. PSL agrees to price items based on the average of convenience store pricing. Twice per year PSL will survey convenience store pricing and adjust pricing to the residents accordingly. A report of the survey will be available prior to any pricing adjustment.

PSL agrees to accept residents' orders from the Client once per week and deliver to the facility the bagged orders once per week. The exact order day and delivery day will be provided to "Client" by PSL. PSL shall be responsible for providing an interactive phone based method of ordering to the inmates, using Client's existing telephone system. Client shall notify PSL of any discrepancy in the filled orders in a timely manner and PSL, will resolve the discrepancy.

PSL will subcontract with PS to provide:

- Cloud computing technology system for managing the inmate trust fund and commissary operation. A jail management software interface will be provided to offer batch interfacing with Client's jail management system to keep the inmate populations in sync.
- 1 Lobby Kiosks for friends and family to deposit funds to an inmate's account in real-time.
- 1 Intake Kiosks to deposit money from recently booked inmates.
- Website for friends and family to deposit funds to an inmate's account in real-time.
- Client with standard maintenance, and on-site support services, for PS owned hardware. Hardware installed on 2935 Highway 51, Canton, MS 39046.

Commissions and Payments

PSL agrees to provide a commission of 28% of sales to the Client. Commissions will not be paid on postage stamps, stamped envelopes, or on any item Client wishes to sell at or near cost. Commissions paid to Client shall be paid monthly and shall be delivered to Client by the 15th day of the month following the month in which related services were made.

PSL agrees to provide a commission of 10% of sales for on-line special order items and holiday packages.



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PSL will settle all amounts owed for services and products provided by PSL within 10 days.

PSL agrees to pay all taxes, fees, and other assessments levied by federal, state, local and other governments related to the sales and profits under this Agreement, except for any taxes based on PSL's net income.

Hold Harmless and Indemnification

PSL shall hold Client harmless and indemnify Client against any loss, damage, injury or death arising out of the consumption or use of the commissary products sold and caused by PSL or PSL's agents or employee's negligent acts; provided, however, that nothing contained herein shall require PSL to defend or indemnify Client for losses, damages, injuries or death arising out of the negligence of Client, its agents or employees. This old harmless and indemnification provision shall survive the termination of this agreement, including termination for cause.

Independent Contractor

It is mutually understood and agreed, PSL nor Client are authorized to oblige the other party or act in the name of the other party other than as a stated in this Agreement and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; the employees of PSL are not nor shall they be deemed to be employees of Client; and that employees of the Client are not nor shall they be deemed to be employees of PSL.

Term and Termination

The initial term of this agreement shall be for four (4) years beginning September 7, 2023 and ending December 31, 2027. The term of this Agreement may be extended by Client for two (2) additional one-year terms at the end of the initial term, under the same terms and conditions unless either party gives 30 days written notice not to renew.

PSL will not assign or transfer this Agreement, without written approval of Client. Any outstanding commissions owed to the Client for inventory that was purchased from PSL shall be paid prior to any assignment of this Agreement.

All notices required under this Agreement are to be sent by registered mail to the address below, or to such other addresses as each party may hereafter designate:

PSL:
Premier Supply Link, LLC
P.O. Box 54350
Pearl, MS 39288

Client:
Madison County, MS
C/O Madison County Sheriff
Madison County Detention Center
2935 Highway 51
Canton, MS, 39046

This Agreement and the exhibits set forth constitute the entire understandings of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings and negotiations with respect to the subject matter hereof. Any amendments to this Agreement must be in writing and signed by both parties.

Failure of either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect such party's right to later enforce such provisions.



If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect the balance of this Agreement.

This Agreement will be governed by the laws of the State of Mississippi. The parties signing below affirm they have the authority to enter into this Agreement on the date stated above and hereby agree to the terms and conditions stated herein.

Madison County

Premier Supply Link LLC

By: _____

By: 

Title: _____

Title: President

Printed name of Official Signing

Dennis Martin
Printed name of Official Signing

RESIDENT BANKING SERVICE AGREEMENT

This Resident Banking Service Agreement (AGREEMENT) is entered into by and between the Madison County Board of Supervisors, on behalf of the Madison County Sheriff's Department and the Madison County Detention Center (MCDC), located at 2935 Highway 51, Canton, MS 39046 and Premier Services LLC (PS) located at 2552 Highway 468, Pearl, MS 39208.

Fees for Resident Banking and related services rendered would be payable to PS as follows: \$2,000/month or 7% of the current month's commissary sales through the current commissary provider, whichever is greater, to be netted out of the monthly commission payment to Madison County. PS would transition Madison County to a monthly commissary, commission, and resident banking fee settlement to streamline processes and further reduce operating costs for Madison County.

1) Roles and Responsibilities

- a) MCDC will provide oversight to PS's Resident Banking operations.
- b) PS will:
 - i) Process and settle all resident withdrawal/disbursement and deposit transactions in a timely manner;
 - ii) Provide continuing training and support for MCDC personnel responsible for processing transactions on-site, such as medical charges, release cards, cash drops, etc.
 - iii) Comply with all prescribed internal control procedures to ensure the integrity of the resident trust fund and associated processes, data and documents;
 - iv) Handle all phone call and/or resident services issues associated with Resident Banking;
 - v) Report transaction, balance and other information to MCDC on a monthly schedule or as otherwise may be required by MCDC;
 - vi) Control and archive all documents associated with PS Resident Banking; and
 - vii) Identify opportunities to improve effectiveness and efficiencies associated with Resident Banking processes, procedures and controls and reduce costs to Madison County; to include release and transfer processing, unclaimed funds management and control, phone payment processing and other opportunities as may be identified from time to time by MCDC or PS.
- 2) **Term.** The initial term of this AGREEMENT shall be for four (4) years beginning September 7, 2023 and ending December 31, 2027. The term of this AGREEMENT may be extended by Client for two (2) additional one-year terms at the end of the initial term, under the same terms and conditions unless either party gives 30 days written notice not to renew.
- 3) **Confidentiality.** In order to protect the information and interest of the parties to this agreement, all parties to the memorandum of understanding agree to adhere to generally accepted standards and expectations of confidentiality.

RESIDENT BANKING SERVICE AGREEMENT

This AGREEMENT is subject to amendment, as agreed to in writing by both the Madison County Board of Supervisors and PS.

MADISON COUNTY SHERIFF'S DEPARTMENT
2935 Highway 51, Canton, MS 39046

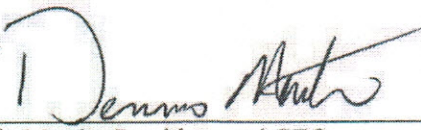
Authorized Official: _____

[_____], President, Madison County Board of Supervisors

Date: _____

PREMIER SERVICES LLC
2552 Highway 468, Pearl, MS 39208

Authorized Official: _____


Dennis Martin, President and CEO

Date: September 7, 2023