

Inmate Commissary Agreement

THIS AGREEMENT ("Agreement"), made this 13th day of March 2016, by and between Oasis Management Systems, Inc., a Georgia Corporation, with its principal offices located at 5320 Lake Pointe Center Drive, Suite A, Cumming, Georgia 30041 (hereinafter referred to as "Oasis") and the Fauquier County Detention Center, located in Warrenton, Virginia (hereinafter referred to as "Client").

1. **RIGHT AND TERM.** Oasis is hereby given and granted the exclusive right to operate all commissary services on the premises located in Warrenton, VA. All profits or losses from the commissary operations will be for Oasis' account. The term of this agreement will commence upon the execution hereof and will continue in force until October 27th, 2021. This contract may be renewed for an additional five (5) years, one (1) year terms, if mutually agreed upon by both parties in writing. Oasis will be entitled to withhold from any amounts due to Client any past due monies owed to Oasis by Client.

2. **RELATIONSHIP OF PARTIES.** The parties intend that Oasis will be an independent contractor to Client. Nothing herein will be construed to create a partnership or relationship between the parties and neither will have the authority to bind the other in any respect.

3. **DUTIES OF OASIS.** (a) **Inmate Commissary.** Oasis will provide weekly inmate commissary service to the inmates of the Fauquier County Detention Center on a one time per inmate per week basis. (b) **Compliance with Laws and Obtaining Licenses.** Oasis will comply with all applicable ordinances, laws, and regulations pertaining to the operations covered by this Agreement and will obtain licenses. (c) **Property Insurance.** Oasis will maintain insurance policies and client will maintain insurance on its premises, including all Client's property contained therein; for loss or damage by fire or other casualties. (d) **Insurance.** Oasis will maintain in force at all times during the term hereof; worker's compensation insurance and public liability insurance.

4. **ACCOUNTING SOFTWARE.** Oasis will provide the facility with the Lockdown accounting program with complete banking module. Client agrees to open a new bank account to receive free support for the bank reconciliation module. Should client decline to open a new bank account, Oasis will support the bank reconciliation module at a rate of \$100 per hour.

5. **REMOVAL OF PROPERTY.** Within thirty (30) days after the termination of this Agreement, Oasis will remove its property from Client's premises at its own cost.

6. **TERMINATION FOR CAUSE.** If either party fails to perform its obligations under this Agreement, the non-defaulting party may terminate this agreement upon (30) thirty days prior written notice.

7. **NONDISCRIMINATION AND COMPLIANCE WITH IMMIGRATION LAWS.** During the performance of this agreement, Oasis agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the employer.

During the performance of this Agreement Oasis agrees and represents that it does not now, nor will he during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

8. **SAFETY STANDARDS.** Oasis ensures that all of its employees will maintain proper sanitary practices. Client will be allowed to do background checks in pre-qualifying Oasis employees.

9. **RECORDS.** Oasis agrees to keep an accurate record of all sales in connection with the operation of the commissary and will permit Client to examine such records during normal business hours upon reasonable notice to Oasis.

10. **CONTINGENCIES.** Neither party will be liable for any nonperformance, in whole or part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the party such as war, sabotage, riot or other acts of civil disobedience, acts of third parties not within the control of the party, shortages of fuel, failures of power, accidents, fires, explosions, floods, or other acts of God. In the event that any contingency occurs, the party whose performance is affected will have a reasonable time in which to resume performance.

11. **CHANGE OF SCOPE.** In the event Client adopts a future policy that affects the amount of commissary revenue, such as the facility charging a booking fee, daily rate for being in jail, room and board rate, telephone commissary connection fees or any other process that would debit an inmate's account over and beyond what is currently in place, Oasis and Client will negotiate new financial arrangements within ten (10) days after written notice to Client. Both parties also agree to negotiate new financial arrangements if for some reason the inmate population would drop below 20% of the current average daily population. If no agreement can be reached, Oasis has the right to terminate agreement after providing 90 days notice.

12. **INDIGENT PACKAGES.** Oasis agrees to provide indigent packages to Client at an agreed upon price, which Client may decide to purchase or not to purchase in its sole discretion. Oasis agrees to provide Client with all indigent billing information and to sell to Client indigent packages at fair market pricing. No commission is paid on indigent packages.

13. **NEW PRODUCTS, PROGRAMS, PRICING.** Any and all new products and/or specialty programs must be reviewed and approved by Client before being placed on menu or into service. Oasis agrees to maintain prices for the first year.

14. **WAIVER.** Failure of either party to enforce any term of this Agreement on one or more occasions will not constitute a waiver to enforce such or any other term on any other occasion.

15. **MODIFICATION.** No modification of any of the terms and conditions of this Agreement will be effective unless such modification is expressed in writing and signed by both parties.

16. **ENTIRE AGREEMENT.** This Agreement and the Exhibits hereto contain the entire understanding of the parties with respect to the subject matter hereof. This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia.

17. **BINDING EFFECT.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors, assigns, and representatives.

18. **NOTICE.** Notice means written notice, by certified mail or verified facsimile or personally delivered, to the address as either party may designate for itself by written notice to the other.

19. **HARDWARE AND FEES.** Oasis will provide and maintain at no cost to the Fauquier County Detention Center a Deposit Kiosk for the jail lobby for the purpose of depositing funds onto the inmates' accounts. The kiosk will have a \$3.00 transaction fee on cash to the inmate friend or family and paid to Oasis. The Fauquier County Detention Center agrees to no longer accept deposits at a cash window except in situations when the kiosk is down for repair or maintenance.

Oasis will install a booking manager kiosk to receive and process monies received by inmates during the booking process.

Oasis will install a no-fee at release debit card program. Oasis will provide the card scanner and debit cards at no cost to the facility. There is a \$2.50 fee each week charged to the holder of the release debit card after the first 24 hours, charged to the remaining balance if any.

20. **FINANCIAL ARRANGEMENTS.** (a) **Commissions to Client:** Oasis will pay Client a commission amount of 25% of net sales. "Net Sales" is defined as total commissary sales sold by Oasis, minus any applicable taxes, postal products, and refunds. (b) **Accounting and Reporting.** After the end of each week, Oasis will submit a report of Net Sales and an itemization of the Client Commission during the preceding week period. The Fauquier County Detention Center agrees to pay Oasis weekly for all items purchased through the Inmate Commissary. An interest rate of 1 1/2 % will be assessed to all accounts in excess of thirty days. (c) **Offset.** Oasis will be entitled to withhold from any amounts due to Client any past due amounts owed to Oasis by Client.

21. INDEMNIFICATION. To the extent of the Law, Oasis covenants to save, defend, keep harmless and indemnify the Client, its agents and employees from and against any and all claims, loss damage, injury, costs (including, court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with Oasis' performance (or nonperformance) of the terms of this Agreement or its obligations under this Agreement. The terms of this indemnity shall continue in full force and effect until such time as Client gives Oasis written release from this indemnity.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in the day and year first above written.

OASIS MANAGEMENT SYSTEMS, INC.

BY :  _____

DATE: 3-21-16

FAUQUIER COUNTY DETENTION CENTER - Fauquier County Government.

BY : Susan R. Monaco

DATE: 3-23-2016
Susan R Monaco, CPPD, CPPB Procurement Manager