



TIGER CORRECTIONAL SERVICES

FULL FOOD SERVICES AGREEMENT

This Food Services Agreement (the "Agreement"), made 2019, by and between **Madison County Jail, 2935 US Hwy 51, Canton, MS 39046** ("Client"), and Tiger Correctional Services located at 515 West Washington Avenue, Jonesboro, AR 72401 ("Tiger").

WITNESSETH:

WHEREAS, Client desires to avail itself of Tiger's food services; and

WHEREAS, Tiger desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein-after set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

**SECTION 1.
GRANT OF EXCLUSIVE RIGHTS**

1.1 Client, grants to Tiger, as an independent subcontractor, the exclusive right to operate inmate food services at the following described premises: **Madison County Jail** (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates and staff and other persons at such Premises, meals consisting of food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such manual food service hereinafter referred to as "Services").

**SECTION 2.
PAYMENT**

2.1 Client shall pay Tiger for the Products and Services as provided in Exhibit A to this Agreement (the "Payment Terms"), which is attached hereto and made a part hereof.

**SECTION 3.
TIGER'S RESPONSIBILITIES**

3.1 Pursuant to the provisions of this Agreement, Tiger will operate and manage its Services hereunder at the Premises or at such other locations as shall be agreed upon, keep its Services adequately supplied with appropriate merchandise of good quality at agreed prices.

3.2 Price per meal is firm for a 365-day period from the Effective Date of this agreement. Changes to prices will be governed by terms set forth in Exhibit A, Section I, "Price Per Meal".

3.3 Tiger shall pay all Federal, state, and local taxes which may be assessed against Tiger's



equipment, inventory, supplies or Products while in or upon the Premises, as well as all Federal, State,

and local taxes assessed in connection with the operation of its services upon the Premises. Tiger shall not be responsible for Client's real estate and personal property taxes on space or equipment provided by Client pursuant to this Agreement, or otherwise. Tiger also agrees to comply with all Federal, State, and local laws and regulations, governing the preparation, handling, and serving of foods, and to procure and keep in effect all necessary licenses, permits, and food handler's cards required by law, and to post such permits within the kitchen in a prominent place as required by law. The taxes which are Tiger's responsibilities as referred to herein and the cost of any licenses, permits, and food handler's cards which Tiger must obtain, shall be Tiger's cost of business and will be charges to operation to Tiger's business. Tiger agrees to comply with applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment.

3.4 Tiger shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authority may require in connection with their employment and subject to security background screening as permitted or required by law, including criminal background checks conducted by the Client. All Tiger employees will be covered by employee dishonesty insurance coverage. Tiger, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or age, in violation of Federal, state, or local law. Tiger shall be solely responsible for all employment withholding, social security and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation.

3.5 Tiger shall provide supervision for all necessary cleaning of the food service equipment, preparation areas and floors in the storage and food service preparation areas, as per agreement. Tiger agrees to maintain conditions of sanitation and cleanliness in the storage and food service preparation areas.

3.6 All records pertaining to the payments made pursuant to the Payment Terms Agreement. Agreement shall be kept on file by Tiger for a period of three (3) years from the date the record is made, and Tiger shall, upon reasonable notice, give the Client or its authorized representative the privilege annually at a reasonable time of inspecting, examining, and auditing, during normal business hours, such business records which are directly relevant to calculating the payments due to Tiger pursuant to the Payment Terms. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at Tiger's locations where such records are normally maintained.

3.7 Tiger agrees that its employees and agents shall comply with and observe all applicable rules and regulations, supplied in writing, concerning conduct on the Premises which Client imposes upon Client's employees and agents. Client will inform Tiger in writing of any new regulations or changes that effect the operation of the food storage or preparation areas.

3.8 Tiger agrees to be responsible for the repair and/or replacement of any of Client's equipment due to its employee's negligent acts. This does not include the repair or maintenance for normal equipment wear and tear, and other responsibilities of the Client as defined in Section 4 of this Agreement.

3.9 Tiger shall provide and furnish the following materials as part of its Services: bleach and mild degreaser, dish chemicals, paper supplies, foil, food labels, as well as, sanitary gloves, hairnets and aprons for Tiger employees. The foregoing materials shall only be used for the provision of the Services in the food storage and preparation areas, pertaining to this agreement, and shall not be used by Client for



any other purpose.

3.10 Tiger's menu shall be a rotating menu that will consist of a minimum caloric count of 2,500 calories per day. The menu will be approved by a licensed dietitian and be available for review by Client upon request. Any changes or substitutions to the menu shall be made in accordance with the foregoing requirements and in accordance with Client's applicable regulations. Any such changes shall be documented and provided to Client on a weekly basis. Client will have the opportunity to review and approve any menu changes in advance other than those changes which are due to product unavailability or other issues beyond Tiger's control.

3.11 Tiger shall provide meals to meet special diet needs to those inmates in need of such meals at no additional cost so long as the expense of such meals is equal to or lesser than that of a normal meal. In the event and to the extent, that Tiger's expense for meals meeting special diet needs surpasses that of a normal meal such cost will be passed on to Client with Client's approval.

SECTION 4. CLIENT'S RESPONSIBILITIES

4.1 Client shall, without cost to Tiger, provide Tiger with the necessary space for the operation of said Services, and shall furnish, without cost to Tiger all utilities and facilities reasonable and necessary for the efficient performance of this Agreement by Tiger, including but not limited to the following: heat, hot and cold water, steam, gas, lights, and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

4.2 Client shall, at its own cost and expense, provide all food equipment, facilities and floor space, as mutually agreed is necessary for the efficient provision of Tiger's Services hereunder and permit Tiger to have the use of all such equipment and facilities in the performance of Tiger's obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. The Client shall maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate, Tiger shall notify Client and have the right to affect repairs or replacements at the expense of the Client, if the Client fails to do so within a reasonable amount of time after notice of said equipment deficiency. All equipment and items of equipment furnished by Client to Tiger are the sole property of the Client, and Tiger will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

4.3 Client shall provide Tiger inmate labor necessary to allow Tiger to adequately prepare, serve and clean for all three (3) meals daily. The "adequate" number of inmates necessary will be based upon the kitchen equipment capabilities, average general population and the availability of shifts. If it is preferable to the Client, Tiger will provide the employees to prepare the daily meals.

4.4 The Client and its personnel shall be responsible for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all-day room and dining areas, at no cost to Tiger.

4.5 Client agrees that it shall not employ or contract with any person employed by or under contract with Tiger, without Tiger's permission, which may be withheld for any reason, for a period of twelve (12) months after the termination of such person's employment or contract with Tiger. Client shall not



impose any regulation on Tiger's employees not imposed on Client's employees.

4.6 Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located on the Premises.

4.7 Client shall provide facility staff to distribute dinner meal. These will be prepared and staged by Tiger staff for easy distribution.

SECTION 5. INDEMNIFICATIONS AND INSURANCE

5.1 Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees or agents). Notwithstanding the foregoing, Tiger shall not be required to indemnify Client for any claim or action brought by an employee of Tiger against Client.

5.2 Notification of an event giving rise to an indemnification claim under Section 5.1 of this Agreement ("Notice") must: (a) be received by the indemnifying party on or before the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement, and (b) include a factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.

5.3 Tiger shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, liquor, products-completed operations, and business automobile coverage); and worker's compensation (including employer's liability coverage). Certificates of Insurance for such coverage and naming Client as an additional insured will be furnished within thirty (30) days upon request of Client.

5.4 Client shall obtain and maintain insurance for the operation of the Premises, equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as the Board of County Commissioners or other governing body having authority over Client deems appropriate.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1 Unless sooner terminated as provided herein, the term of this Agreement shall be for a term of 24 months, beginning on _____, 2019 to _____, 2020 continuing for consecutive one-year terms from year to year thereafter for up to one-year periods.

6.2 Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing sixty (60) days or more prior to the proposed termination date.



6.3 If either party shall breach this Agreement by refusing, failing or being unable to perform or observe any of the terms or conditions of this Agreement for any reason other than as provided in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the breach has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period. Notwithstanding the foregoing any failure of Client to pay Tiger within ten (10) days after said payment is due and payable as provided in Section 2 of this Agreement shall be immediate grounds for termination effective upon written notice from Tiger.

6.4 Upon the termination or expiration of this Agreement, Tiger shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Tiger, where applicable, remove its property and equipment, and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Tiger excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 Tiger shall be an independent contractor and shall retain control over its employees and agents. The employees of Tiger are not nor shall they be deemed to be employees of Client and employees of Client are not nor shall they be deemed to be employees of Tiger.

7.2 Each party agrees not to hire employees of the other party during the term of this agreement and for 12 months after the termination date of the agreement unless mutually agreed upon.

SECTION 8. EXCUSED PERFORMANCE

8.1 In case performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority either local, state, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which 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, in good faith, at its option suspend, without liability the performance of its obligation hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 9. ASSIGNMENT

9.1 Neither Tiger nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliate company or wholly owned subsidiary.



**SECTION 10.
ENTIRE AGREEMENT: WAIVER**

10.1 This Agreement constitutes the entire Agreement between the parties and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of Tiger and Client. This Agreement supersedes all other agreements between the parties for the provision of Services by Tiger on the Premises.

SECTION 11. NOTICES

11.1 All notices to be given under this Agreement shall be in writing and shall be made either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the United States mail.

If to Client: **Madison County Jail**
2935 US Hwy 51
Canton, MS 39046

If to Tiger: Karen Hinson
Director, Food Services
Tiger Correctional Services, Inc. 515 West Washington
Ave. Jonesboro, AR 72401

**SECTION 12.
GOVERNING LAW**

12.1 This Agreement shall be governed by the laws of the State of **Mississippi**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

MADISON COUNTY JAIL

TIGER CORRECTIONAL SERVICES

BOARD OF SUPERVISORS

By: _____

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____



**EXHIBIT A
PAYMENT TERMS**

I. PRICE PER MEAL

Client shall pay Tiger a price per meal as detailed in the scale that is attached to Food Services Bid from Tiger to Client as "Pricing Schedule" and incorporated herein by this reference, which scale is based upon the number of inmates. To the extent, Tiger's receipts are less than Tiger's costs and expenses for providing such meals, Tiger shall bear all losses. To the extent Tiger receipts exceed its costs and expenses Tiger shall be entitled to all profits there from. Tiger shall not execute any price per meal increases without supplying Client proper validation of substantial increases to food, miscellaneous or labor cost. Prepackaged Kosher Meals will be charged at \$3.75 per meal.

The parties will review the price per meal charged no later than each anniversary date of this Agreement, and at that time the pricing will be adjusted based on the Consumer Pricing Index.

II. PAYABLE TERMS

Tiger shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (30) days of receipt of the invoice from Tiger. All past due amounts due Tiger will be subject, at the option of Tiger, to a service charge.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Tiger in its sole discretion, determines that Client's credit has become impaired, Tiger shall have the option to: (a) either decline to continue provision of services hereunder, except on a cash in advance basis, until such a time as credit has been re-established to Tiger's satisfaction, or (b) terminate this Agreement without liability whatsoever to Tiger by giving sixty (60) days prior written notice to client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF PAYMENT TERMS

The payment terms of this Agreement have been negotiated between parties upon the condition that Tiger will operate its Services at the same points of services and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Tiger to change the operation or scope of Services, Client and Tiger shall mutually agree on the appropriate financial arrangements for the requested changes.



Menu Pricing

Inmate Count	Price per Meal
341-360	\$1.16
361-380	\$1.14
381-400	\$1.12
401-420	\$1.11
421-440	\$1.09
441-460	\$1.08
461-480	\$1.07
481-500	\$1.06
501-520	\$1.05
521-540	\$1.04
541-560	\$1.03