

**AGREEMENT FOR FOOD SERVICES
AT THE GORDON COUNTY JAIL, GEORGIA**

THIS AGREEMENT is made this 1st day of September, 2015, by and between the Gordon County Board of Commissioners, Georgia, having its place of business at 201 N. Wall Street, Calhoun, GA 30701 (hereinafter referred to as "County") and ABL Management, Inc., having its principal place of business at 11224 Boardwalk, Suite B 1-5, Baton Rouge, LA 70816 (hereinafter referred to as "ABL").

WITNESSETH

1. **GRANT:** The County and ABL hereby agree that ABL shall provide meals for the inmates, staff and visitors of the Jail, which shall include the furnishing of nutritious, wholesome and palatable meals in accordance with the terms of this Agreement. The meals shall meet all nutritional standards imposed by the U.S. Bureau of Prisons, the American Correctional Association Standards and any standards required by federal, state or local laws and regulations.

2. **OPERATIONAL RESPONSIBILITIES:**

- A. Facilities and Equipment: The County and ABL agree that ABL will use the existing Jail preparation kitchen facility 'as is.' County agrees to provide heat, lighting, ventilation and all other utilities. The County will provide local intercom business telephone service to the contractor at no charge. This telephone shall be used only for local service business-related calls. Should the contractor desire local service for personal and other non-business related calls or long distance calls, a separate telephone not connected to the Jail System shall be installed at ABL's expense.

The County will furnish building maintenance services for the premises and shall make all kitchen equipment repairs. The County will furnish and maintain an adequate inventory of serviceware, glassware, pots, pans and utensils at the Jail.

- B. Food Products and Supplies: ABL shall purchase and pay for all food products and supply inventory required to furnish the meals provided for hereunder. The products purchased for use in the meal preparation facilities will remain the property of ABL.
- C. Sanitation: ABL will be responsible for cleaning and housekeeping in the food preparation, service and storage area and will, on a continuing basis, maintain high standards of sanitation, in accordance with federal, state and local laws and regulations.

ABL shall meet all County sanitary standards and codes for meal preparation.

The County will be responsible for extermination services and removal of trash and garbage from the designated trash collection areas.

- D. Personnel: ABL shall provide expert administrative, dietetic, purchasing, equipment consulting, personnel advice and supervision to meet all Jail, religious and medical food related requirements. All such personnel will be employees of ABL.

The County retains the right to thoroughly investigate any current or prospective ABL employees assigned to the Jail. Such employees must pass a security clearance and submit to activity control by the County. No ABL employee will be permitted to work in the facilities without clearance from the County.

All Employees of ABL will be required to pass a criminal background check and pre-employment drug testing and to comply with all requirements of ABL's Drug Free Workplace policy.

Anyone entering the facility is subject to search by County. County, at its sole option, may refuse entry into the facility by any ABL employee that it deems may pose a risk.

- E. Equal Employment Opportunity: ABL agrees that it shall not discriminate against any employee or applicant for employment, hire, tenure, terms, conditions or privilege of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status or other criteria made illegal by State or Federal Law or County policy. In addition, ABL agrees to take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to the criteria listed above. Any breach of this provision may be regarded as material breach of this Agreement.
- F. Health Examinations: ABL shall cause its employees assigned to duty on the Jail premises to submit to periodic health examinations at least as frequently and as stringently as required by law, regulation and policy, and to submit satisfactory evidence of compliance with all health laws, regulations and policies to the County upon request.
- G. Insurance: ABL shall furnish to the County a certificate of insurance in a form acceptable to the County, certifying that ABL carries Workers' Compensation and General Comprehensive (including products' liability insurance affording coverage for both bodily injury and property damage) in such amounts as are acceptable to the County.

ABL agrees to indemnify, defend, and hold harmless County, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of ABL, ABL's agents, employees, or representatives under this.
- H. Statutes: It is mutually agreed that each party hereto will comply with all federal, state and local laws, statutes, lawful ordinances, regulations and requirements applicable to their activities hereunder. The County will provide adequate physical security at all times for ABL employees, suppliers, management and other authorized visitors.
- I. Return of Equipment: ABL shall return to the County at the expiration of this Agreement, the kitchen premises and all equipment furnished by the County in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of ABL without negligence on the part of ABL or its employees.
- J. License Fees, Permits and Taxes: ABL shall secure and pay all Federal, State and local licenses, permits and fees required for the preparation of the meals, provided hereunder. Gordon County shall provide ABL with a sales tax exemption certificate for the State of Georgia. If sales taxes or similar taxes are assessed by any other jurisdiction it shall be the responsibility of ABL to pay such taxes.

3. FINANCIAL AGREEMENTS AND TERMINATION:

- A. ABL shall submit to the County on the first day of every week, for the preceding week, an invoice for meals provided hereunder. The price per meal, utilizing inmate labor, is as follows and shall be guaranteed for one (1) year:

<u>Inmate Population</u>	<u>Price per Meal</u>
200 – 224	\$1.52168
225 – 249	\$1.48758
250 – 274	\$1.40830
275 – 299	\$1.36581
300 - 324	\$1.32987
Staff Meals	\$1.75

Gordon County can choose to add a Full Time Employee for an additional \$0.17 cents per meal.

Gordon County can choose to add an additional Part-Time Employee for an additional \$0.085 cents per meal

- B. ABL will also provide the following for the price per meal listed:
1. An ON-SITE Food Services Director and two (2) Hourly Supervisors;
 2. Payment of all fringe benefits for the ABL Management, Inc. employees;
 3. Payment of all permit, license and insurance costs;
 4. Provision of uniforms and nametags for all ABL Management, Inc. employees;
 5. Purchase of all food products and other supplies required to provide the meals hereunder; and,
 6. Preparation and serving of proposed menu to residents of the jail at the direction of the Jail Commander, in compliance with Jail regulations and scheduling. The Scale above represents the total amount of meals served regardless if it is Inmate, Visitors or Staff.

Cancellation of this Agreement may be instituted by either party giving written notice a minimum of ninety (90) days prior to the requested termination date. This Agreement is for one (1) year, and with the agreement of both parties can be renewed for three (3) additional years

If ABL wants or needs to increase the price per meal ABL will provide documentation as to the need for an increase at least one hundred twenty (120) days prior to the end of the calendar year in which the contract would expire, the contract will automatically renew pursuant to the terms and conditions stated herein.

- C. ABL shall invoice the County on the first day of every week for the preceding week. The County shall remit payment within thirty (30) days after receipt of invoice.

Such payment shall be sent to:

ABL Management, Inc.
P. O. Box 613128
Memphis, TN 38101-3128

- D. ABL agrees to provide additional meals as mutually agreed upon at prices mutually agreeable.
- E. ABL agrees to make the fullest use of the USDA donated commodities when they are available, wholesome and appropriate for menu purposes.

ABL reserves the right to refuse acceptance of any commodities which are contaminated or in excessive amounts.

The utilization of USDA donated commodities is subject to the following requirements:

1. ABL will properly handle, store and prepare all commodities.
2. A weekly inventory shall be taken of all commodities by ABL. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity lost due to spoilage, theft or shrinkage and the balance at the end of the week.
3. Commodities received will be used solely for the benefit of those persons in the Jail.
4. ABL shall credit to the County weekly invoice the USDA market value of each commodity item used for the week, less shipping and handling charges actually incurred.
5. All commodity records, including inventory, offering forms and commodity receipts, will be kept by ABL for a period of not less than one (1) year from the close of the fiscal year to which they pertain at the Jail kitchen or at ABL's office in Baton Rouge, Louisiana. At the end of the contract year, commodity records will be turned over to the County.

4. **ACCESS AND RECORDS:** ABL shall keep full and accurate accounts of sales and meal count records in connection with the meals covered by this Agreement. All such records shall be retained by ABL for a period of two (2) years at ABL's Corporate Office in Baton Rouge, Louisiana, and may be audited by the County at any time during regular working hours.
5. **CONFLICT OF INTEREST:** ABL covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with its performance of this Agreement. No person having any such interest shall be employed by ABL. In addition, no officer, agent or employee of the County shall participate in any decisions relating to this Agreement, which affect his/her personal interest of any corporation, partnership or association in which he/she is directly interested or has any personal or pecuniary interest.
6. **QUALITY CONTROL:** ABL shall provide to the County in advance, a twenty-eight (28) day menu and daily menus for review. Such menus shall be followed without substantial deviation unless agreed to by the County. Such menus shall include, at no extra charge, requested requirements for special diets for religious and medical reasons as approved by the County.
7. **INDEPENDENT CONTRACTOR STATUS:** The parties do hereby acknowledge that ABL is retained to provide the services set forth in this Agreement as an independent contractor, and in no way shall the employees, agents or officers of ABL be considered employees of the County.
8. **INCORPORATION OF PROPOSAL:** In addition to the rights, duties and responsibilities set forth in this Agreement, ABL shall perform its duties in accordance with the Proposal for the County by ABL and the County Request for Proposal. Wherever any of the terms and conditions set forth in ABL's Proposal, the County Request for Proposal, or this Agreement conflict or are inconsistent, the parties agree that the conflict or inconsistency shall be resolved by applying the following order of document precedence:
 1. This Agreement,
 2. The County Request for Proposals,
 3. ABL's Proposal.
9. **DAMAGES:** In the event of a breach of this Agreement by either party hereto resulting in damages to the other party that party may recover from the party breaching the Agreement any and all damages that may be sustained.
10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of Georgia. The parties do hereby contract and agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the appropriate court of the State of Georgia, Gordon County. The parties do hereby agree to submit themselves to the jurisdiction of such court and do hereby agree to waive any defenses they may have to lack of jurisdiction over the person or subject matter. The parties do hereby further consent and stipulate that venue shall be proper in Gordon County, Georgia in any such actions. The parties further stipulate that all obligations or duties to be performed under the terms and conditions of this Agreement are performable in Gordon County, Georgia.
11. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties as follows:

To: Sheriff Mitch Ralston
Gordon County Sheriff's Office
2700 US Highway 41 NW
Calhoun, GA 30701

To: Mr. John D. Appleton
Chairman, President and CEO
ABL Management, Inc.
11224 Boardwalk, Suite B 1-5
Baton Rouge, LA 70816

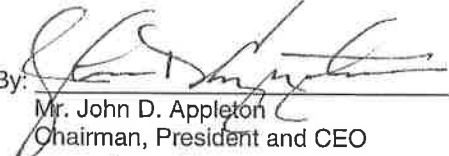
12. **MUTUAL CONSENT TO CHANGE OF DUTIES:** The duties of ABL may be changed from time to time by the mutual consent of the parties hereto. Any such change of duties shall be documented in writing and signed by both of the parties hereto. Notwithstanding any such change, the duties of ABL shall be construed as continuing under this Agreement as modified.

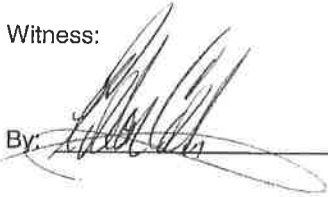
13. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective between ABL and the County upon the date of the signing of the last signature of the parties signing this document. However, the actual one-year term of this Agreement shall not begin to run until the first day ABL begins providing meals at the Jail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives, the day and year first above written.

ABL MANAGEMENT, INC.:

Witness:

By: 
Mr. John D. Appleton
Chairman, President and CEO

By: 

Date 8/25/15

Date 8/25/15

GORDON COUNTY:

Witness:

By: _____
Sheriff Mitch Ralston

By: _____

Date _____

Date _____

By: _____
Mr. Martin Vaughn
Purchasing Director

By: _____

Date _____

Date _____