



**TIGER CORRECTIONAL SERVICES
FULL FOOD SERVICES AGREEMENT**

This Full Food Services Agreement ("Agreement") is entered into and made effective this 10 day of MAY, 2021 (the "Effective Date"), by and between **Muskogee County Jail, 122 S. 3rd St., Muskogee, OK 74401** ("Client"), located at MUSKOGEE and Tiger Commissary Services, Inc., d/b/a Tiger Correctional Services, Inc., an Arkansas corporation located at 515 W. Washington Ave., Jonesboro, Arkansas 72401 ("TCSI")

WITNESSETH:

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

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 contractor, the exclusive right to operate inmate food services at the following described premises: **Muskogee County Jail** (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, 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 incorporated herein by reference.

**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, and keep its Services adequately supplied with appropriate merchandise at agreed-upon prices.

3.2 The 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 PerMeal".

33 Tiger shall pay all Federal, state, and local taxes that 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 that are Tiger's responsibilities as referred to herein, and the cost of any licenses, permits, and food handler's cards that Tiger must obtain, shall be Tiger's costs of business and will be charges to the operations of Tiger's business. Tiger agrees to comply with applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment.

34 Tiger shall hire all employees that it deems 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 authorities 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 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 withholdings, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation.

35 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.

36 All records pertaining to the payments made pursuant to the Payment Terms 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 that 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 Client, and such inspection, examination, and audit shall be conducted at Tiger's location(s) where such records are normally maintained.

37 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 that Client imposes upon Client's employees and agents. Client will inform Tiger in writing of any new regulations or changes that affect the operation of the food storage or preparation areas. Client agrees that it shall not impose any rule or regulation on Tiger's employees that is not imposed on Client's employees.

38 Tiger agrees to be responsible for the repair and/or replacement of any of Client's equipment due to the negligent acts of Tiger's employee(s). 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. Tiger shall provide and furnish the following materials as part of its Services: bleach and mild degreaser, sanitary gloves, hairnets, and aprons for Tiger employees. The foregoing materials shall be used only 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.



39 Tiger's menu shall be a rotating menu that will consist of a minimum caloric count of 2800 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 that are due to product unavailability or other issues beyond Tiger's control.

3.10 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.

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 that are 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, local phone line, and office space. Client shall supply chemicals needed for all laundry services and ensure the equipment is in working order.

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 Client shall 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. 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 Client if 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 Client. Client shall be responsible for any loss or damage to equipment resulting from vandalism, theft, or abuse not committed by Tiger's employees or agents.

4.3 Subject to Section 4.4, 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. The parties agree and understand that any inmates performing the work described in this Agreement are not employees or agents of Tiger.

4.4 Client warrants that any inmate labor provided by Client pursuant to Section 4.3 of this Agreement is in compliance with and does not violate any and all applicable municipal, county, state, and/or federal laws, statutes, regulations, ordinances, decrees, and/or orders. Client shall provide Tiger with all grievances daily. Client will sign off weekly on all grievances that have been reconciled and resolved. Client shall not use or provide inmate labor that would violate any such law, statute, regulation, decree, and/or order. In addition, Client hereby accepts sole responsibility for determining whether the use or provision of inmate labor would be in compliance with or in violation of any such law, statute, regulation, ordinance, decree, or



order. Client shall hold harmless, defend, and indemnify Tiger and Tiger's officers, agents, and employees from and against any and all demands, damages, losses, judgments, penalties, interest, and expenses (including attorneys' fees, paralegals' fees, and court costs) arising directly or indirectly from, or on account of or in connection with, inmate labor provided by Client to perform any work set forth in this Agreement.

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

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 staff to distribute dinner meals. These will be prepared and staged by Tiger staff for easy distribution.

4.8 Absent express written permission from Tiger, Client shall not, during the Initial Term or any renewal term of this Agreement, and for twelve (12) months after this Agreement has expired or terminated, employ or contract with any person who was employed by or under contract with Tiger during the Initial Term or any renewal term of this Agreement. However, this prohibition does not apply with respect to any such person whose employment or contract with Tiger was terminated more than twelve (12) months before Client hired or contracted with that person. Before the requisite twelve (12) months have elapsed following the termination of such person's employment or contract with Tiger, Client shall not communicate with, or otherwise indicate to, any such person Client's desire, plan, or decision to hire that person.

Client shall notify in writing any concerns or changes needed regarding menu. All changes will be approved by both parties within 14 days of notification.

SECTION 5. INDEMNIFICATION, INSURANCE, AND LIMITATION OF LIABILITY

5.1 Tiger shall indemnify Client against 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 Tiger's negligence, recklessness, or willful misconduct. However, nothing contained herein shall require Tiger to defend or indemnify Client for losses, damages, or expenses arising out of or resulting from the negligence, recklessness, or willful misconduct of Client or Client's officers, agents, or employees. In addition, Tiger shall not be required to indemnify Client for any claim or action brought against Client by a current or former employee or agent of Tiger.

5.2 Written notice of an event ultimately giving rise to an indemnification claim under Section 5.1 of this Agreement (a) must be received by Tiger on or before the earlier of a date thirty (30) days subsequent to the date on which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement, and (b) must include a factual summary of the damage and cause thereof. In addition, Tiger's obligation to indemnify Client pursuant to this Agreement shall be dependent upon Client promptly notifying Tiger in writing of any actual claims or lawsuits against either Tiger or Client. Specifically, Client must do the following: (a) provide written notice to Tiger with thirty (30) days after the date on which Client first received notice of any such claim or lawsuit; and (b) forward to Tiger the summons, complaint, and



any other documents that relate to said claim or lawsuit within thirty (30) days after the date on which Client was served with any such documents. Client's failure to comply with the notice requirements set forth in this Section 5.2 shall relieve Tiger of any and all responsibility and liability under the Agreement to indemnify, defend, or hold Client harmless.

5.3. Client shall hold harmless, defend, and indemnify Tiger and Tiger's officers, agents, and employees from and against any and all demands, damages, losses (including economic losses), judgments, penalties, interest, and expenses (including attorneys' fees, paralegals' fees, and court costs) arising directly or indirectly from, or on account of or in connection with, the negligence, recklessness, or willful misconduct of Client or Client's officers, agents, employees, or anyone else for whom Client is legally liable. However, nothing contained herein shall require Client to defend, indemnify, or hold Tiger harmless for losses, damages, or injuries caused by the negligence, recklessness, or willful misconduct of Tiger or Tiger's officers, agents, or employees. Client's agreement to hold harmless, defend, and indemnify Tiger shall extend throughout the Initial Term and any renewal term of this Agreement and thereafter until the expiration of any applicable statutes of limitation. Client's obligation set forth in this Section 5.3 shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Client agrees to pay on behalf of Tiger, as well as provide a legal defense for Tiger, for any and all claims subject to this provision. Such payment on behalf of Tiger shall be in addition to any and all other legal remedies available to Tiger and shall not be considered to be Tiger's exclusive remedy.

5.4 Tiger shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, non-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.

5.5 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.

5.6 WHATEVER THE CAUSE, TIGER SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOOD WILL, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS, WORK STOPPAGE, DATA LOSS, ECONOMIC DAMAGE, OR LOST PROFITS.

5.7 Except as expressly provided herein, Tiger shall not be liable to Client for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement or otherwise, except to the extent which it is unlawful to exclude such liability under the applicable law.

5.8 Notwithstanding the generality of the provisions set forth in this Section 5, Tiger expressly excludes liability for errors in data information, reports, or results in any form.

5.9 Without waiving or contradicting any limitation of liability contained in Section 5, the parties agree that no action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than two (2) years after the cause of action arises.



5.10 In the event that any exclusion contained in this Agreement shall be held to be invalid or unenforceable for any reason and TCSI becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the amount paid to TCSI under this Agreement.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1 This Agreement commences on the Effective Date and shall remain in effect for 12 months (the "Initial Term") until _____ (the "Initial Termination Date"). Thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms unless either party notifies the other party in writing of its election not renew at least sixty (90) days prior to the Initial Termination Date or to the end of the then-current renewal term. During any renewal term, all of the terms and conditions set forth in this Agreement shall remain in effect unless modified in accordance with the provisions of this Agreement.

6.2 If either party breaches 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 8.1 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 complaining party may cancel the Agreement, with such cancellation taking effect thirty (30) days after the end of said sixty (60) day cure period. Notwithstanding the foregoing, the failure of Client to pay Tiger within ten (10) days after said payment is due and payable as provided in Section 2 shall be immediate grounds for termination effective upon written notice from Tiger.

6.3 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.

6.4 In the event Client breaches this Agreement during the initial term, terminates this Agreement in violation of the time deadline imposed for nonrenewal, or otherwise breaches the Agreement, TSI shall be entitled to any and all direct, indirect, incidental and consequential damages arising from Client's breach, in addition to attorney's fees and costs.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 The parties mutually understand and agree that neither Tiger nor Client is authorized to oblige the other party or act in the name of the other party other than as stated in this Agreement. The parties' express intent is to hereby create and establish an independent-contractor relationship under the terms and conditions of this Agreement. It is understood by both Client and Tiger that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Tiger is not acting hereunder as an employee of Client, but solely as an independent contractor. Thus, Tiger shall



retain control over its employees and agents. Neither party shall hold the other out to be in any capacity other than that which is contemplated under this Agreement. The employees of Tiger are not employees of Client, nor shall they ever be deemed to be employees of Client. Likewise, Client's employees are not employees of Tiger, nor shall they ever be deemed to be employees of Tiger.

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.



10th day of May 2021

Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature] County Clerk

If to Client:

Muskogee County Jail
122 S. 3rd St.
Muskogee, OK 74401

If to Tiger:

Tiger Correctional Services, Inc.
515 West Washington Ave.
Jonesboro, AR 72401



**SECTION 12.
CONFIDENTIAL
INFORMATION**

12.1 All materials and information related to Tiger's finances, operations, personnel, products, services, marketing strategies, business plans, costs, pricing, methods, and technical data, including, but not limited to, all technical or operating manuals, training manuals, policy and procedure manuals, and computer programs relative to or utilized in Tiger's business (collectively, the "Tiger Proprietary Information") are and shall remain confidential and the sole property of Tiger and shall constitute trade secrets of Tiger. Client shall keep all Tiger Proprietary Information confidential and shall use the Tiger Proprietary Information only as set forth in this Agreement. Client shall not photocopy or otherwise duplicate any materials containing Tiger Proprietary Information without the prior written consent of Tiger. Upon expiration or any termination of this Agreement, all materials containing any Tiger Proprietary information shall be returned to TCSI.

**SECTION 13.
GOVERNING LAW**

13.1 This Agreement shall be governed by the laws of the State of Oklahoma. Furthermore, Client shall at all times comply with and observe any and all municipal, county, state, and/or federal laws, statutes, regulations, ordinances, decrees, and/or orders that are in effect during the Initial Term or any renewal term of this Agreement and which in any manner relate to the subject matter of this Agreement.

**SECTION 14.
GENERAL PROVISIONS**

14.1 In any contract year where the financial obligations hereunder would exceed the city or county's available revenues for that fiscal year, the parties herein are relieved of their mutual contractual obligations. In such circumstance, the city or county shall apply its available revenues as full and final satisfaction of the sums due and owing under the contract.

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

Muskogee County Jail

TIGER COMMISSARY SERVICES, INC.

By: [Signature]

By: [Signature]

Title: ANDY SIMMONS, SHERIFF

Title: SENIOR SOLUTIONS SPECIALIST

Date: MAY 10, 2021

Date: MAY-27-2021



**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. Prepackaged Kosher Meals will be charged at \$7.50 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.

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.