



Benchmark Government Solutions

Food Service Agreement

THIS AGREEMENT is made by and between Muskogee County Sheriff's Office with principal offices located at 220 State Street, Muskogee Oklahoma 74401 (hereinafter referred to as "Client") and Benchmark Government Solutions with principal offices located at 8209 N. Western Avenue, Oklahoma City, OK 73114 (hereinafter referred to as "Benchmark").

WITNESSETH:

WHEREAS, Client desires to avail itself of Benchmark's Inmate Food Services and whereas Benchmark desires to perform such services for Client;

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

SECTION 1. CLIENT'S GRANT TO BENCHMARK

Client grants to Benchmark, as an independent contractor, the exclusive right to operate the food services program at the following described premises: Muskogee County Detention Center (such location hereinafter referred to as "Premises"), and the exclusive right to serve to inmates meals, as shall be approved by the Client (such food services hereinafter referred to as "Services").

SECTION 2. BENCHMARK'S RESPONSIBILITIES

A. Pursuant to the provisions of this Agreement, Benchmark will operate and manage its Services hereunder at such locations as shall be agreed upon, keep its Services adequately serviced and supplied all in accordance with the appropriate merchandise of good quality at prices agreed upon by the parties and further set forth in Exhibit A, attached hereto.

B. Benchmark agrees to pay all Federal, State and, Local taxes which may be assessed against Benchmark equipment or merchandise 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. Benchmark also agrees to comply with all Federal, State, and Local laws and regulations governing the preparation, handling, and serving of foods. Benchmark will also procure and keep in effect all necessary licenses, permits, and food handler's cards required by law, and to post such permits in a prominent place as required by law. All costs in connection with such taxes (excluding Client's real estate and personal property taxes), licenses, permits, and food handler's cards shall be a Cost of Business and will be charged to the operation of business. Benchmark agrees to comply with applicable Federal, State, and Local laws and regulations pertaining to wages and hours of employment.

C. Benchmark shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examination as City, State, or Federal

authority may require in connection with their employment, to include security background screening as permitted by law and drug testing conducted by Benchmark in addition to criminal background checks conducted by the Client. All persons employed by Benchmark will be the employees of Benchmark, and not of the Client, and will be covered by employee dishonesty coverage. Benchmark 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. Benchmark agrees to comply with applicable Federal, State, and Local laws and regulations pertaining to wages and hours of employment.

D. All records shall be kept on file by Benchmark for a period of three (3) years from the date the record is made and Benchmark shall, upon reasonable notice, give the Client or its authorized representative the privilege (at a reasonable time) of inspecting, examining, and auditing, during normal business hours, such of Benchmark business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. 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 the Benchmark location where said records are normally maintained. Such information shall be deemed Confidential Information.

E. Benchmark agrees that Benchmark employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

F. Benchmark shall provide the computer hardware and software, including installation and training. At its own expense, Benchmark shall furnish, maintain, repair, replace and keep in operating condition any office equipment reasonably necessary for Benchmark and Client to perform any administrative functions related to this Agreement. The Client will make available internet access within the facility to allow Benchmark to complete work associated with the food service operation.

G. Benchmark shall provide necessary Food Services at such hours as the Client and Benchmark mutually agree.

J. Benchmark may provide necessary Laundry Services (ordering chemicals) as the Client and Benchmark mutually agree.

K. In connection with the Services provided here under, Benchmark shall purchase inventory, equipment, and services from various sellers and vendors selected by Benchmark at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Benchmark deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Benchmark. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

L. Benchmark shall oversee all necessary cleaning of the food service equipment, food service preparation area, and floors in the storage and food service preparation area. Benchmark agrees

to maintain conditions of sanitation and cleanliness in accordance with applicable laws. Client shall require Benchmark to provide Cleaning Checklists and Inspections to Client on a daily, weekly, and monthly basis.

M. Benchmark agrees to be responsible for the repair and/or replacement of any equipment due to its employees' 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 3.

N. Benchmark shall provide refreshments upon request by Client for Meetings and Events.

SECTION 3. CLIENT'S RESPONSIBILITIES

A. Client shall comply with all "client responsibilities" as agreed to in writing.

B. Client shall provide Benchmark with access to the Premises in order to provide the Services required hereunder. The Client shall not unreasonably deny Benchmark access to the Premises. 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 in the Premises.

C. Client shall, without cost to Benchmark, provide Benchmark with the necessary space for the operation of its Services, and shall furnish, without cost to Benchmark, all utilities and facilities reasonable and necessary for the efficient performance of Benchmark services hereunder, include, 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.

D. Client shall, at its own cost and expense provide all food equipment, facilities, and floor space as mutually agreed as necessary for the efficient provision of Benchmarks Services hereunder. The Client will 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 Benchmark shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Client shall permit Benchmark to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Benchmark are the sole property of the Client, and Benchmark will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

E. The Client will be responsible, at no cost to Benchmark, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas.

F. At its own expense, Client shall furnish Benchmark with the appliances, wares and equipment reasonably requested by Benchmark including all Cooking Equipment, Small wares, and Service wares.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto, incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INSURANCE

A. Benchmark shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, products-completed, operations, and business automobile coverage) in an amount not less than Five (5) Million Dollars (\$5,000,000); (i.e. \$4,000,000 general liability & \$1,000,000 umbrella) and workers' compensation (including employers' liability coverage) in an amount not less than that required by applicable statute.

B. Client shall obtain and maintain insurance for the Premises, services equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

C. Certificates of Insurance for such coverage and naming the Client as an additional insured will be furnished upon request.

SECTION 6. COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of the ____ day of _____, 2025, and remain in effect for one (1) year. The agreement shall be renewable for consecutive one (1) year terms, upon mutual agreement of parties.

Either party may terminate this Agreement without cause by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective ten (10) days after the end of the said thirty (30) day period.

Upon the termination or expiration of this Agreement, Benchmark shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Benchmark, 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 Benchmark, accepting reasonable wear and tear and damage resulting from clients failure to maintain the food preparation equipment and other damage (including damage caused by unavoidable accident) for which Benchmark is not responsible hereunder.

The termination of this Agreement shall not affect the rights, privileges, liabilities, and/or responsibilities of the parties as they exist as of the effective date of termination and the parties shall cooperate fully with each other during the term of the Agreement and subsequent to the termination in order to ascertain and satisfy the liabilities of either party to the other.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be established under the terms and conditions of this Agreement. Employees of Benchmark 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 Benchmark.

SECTION 8. EXCUSED PERFORMANCE

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 at its option suspend, without liability, the performance of its obligations 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. CONSENT

Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

SECTION 10. ASSIGNMENT

Neither Benchmark nor Client may assign or transfer this Agreement, or any part thereof, to any party other than an affiliated entity, without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

SECTION 11. ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Benchmark Services, 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 officers of Benchmark and Client. This Agreement supersedes all other agreements between the parties for the provision of Benchmark Services on the Premises.

SECTION 12.

NOTICES

All notices to be given under this Agreement shall be in writing and shall be serviced 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 state 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 Postal Service.

To Client: Muskogee County Sheriff's Office
220 State Street
Muskogee, OK 74401

To Benchmark: Benchmark Government Solutions
8209 North Western Avenue,
Oklahoma City, OK 73114

SECTION 13.

INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Benchmark may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology system ("Client Systems"). Benchmark shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Benchmark serves as the merchant of record for any credit for debit card transactions in connection with any of the services provided hereunder, then Benchmark will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Benchmark, at its own expense, the changes to the Client Systems that Benchmark reasonably requests and believes are necessary or prudent to ensure Benchmark's compliance with Data Protection Rules. Each party shall hold harmless the other party from all claims, liabilities, damages and costs to the extent caused by the other party's failure to comply with its obligations in this Section.

SECTION 14.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all Federal, State, and Local laws as required including, but not limited to, 41CFR § 60-1.4(a), 60-300.5(a), 60-250.5 and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.

The parties agree to abide by applicable HIPAA requirements.

SECTION 15. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in multiple counterparts, each of which shall be effective upon deliver and thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.

SECTION 16. STATE GUIDELINES

Client hereby agrees that Oklahoma law shall govern the validity and construction of this Agreement. Should a lawsuit be necessary to enforce this Agreement, Client hereby waves any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Muskogee County, Oklahoma. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof.

SECTION 17. LIMITATION OF LIABILITY

Benchmark's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Benchmark for the current term of this Agreement. BENCHMARK SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

SECTION 18. SEVERABILITY

Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

SECTION 19. AUTHORITY

Benchmark and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

EXHIBIT A
FINANCIAL ARRANGEMENTS

I. **FOOD SERVICES-BENCHMARK RESPONSIBILITIES**

Benchmark shall be responsible for the ordering and purchasing of normal kitchen cleaning supplies (sanitizers, floor cleaners etc.) Additionally, Benchmark shall be responsible for the ordering of all dishwasher & laundry (if needed) chemicals. Benchmark will submit invoices to Client for reimbursement of all dishwasher & laundry chemical purchases factored at actual costs.

II. **FOOD SERVICES-PRICE PER MEAL**

Client shall pay Benchmark the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent, Benchmarks receipts are less than Benchmarks costs and expenses for providing such meals, Benchmark shall bear all losses. To the extent Benchmarks receipts exceed its costs and expenses, Benchmark shall be entitled to all profits therefrom. Prices shall be annually adjusted without further notice at a rate equal to the then-current rate published for the relevant Consumer Price Index Food Away From Home. However, in the event of material cost changes, whether in (i) taxes, labor, merchandise, equipment; (ii) Federal, State, or Local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes; (iii) the event of an increase in the minimum wage rate or the enactment of any "living wage" or similar laws by any governmental entity; and/or (iv) increase in employee benefits whether as a result of a change in Federal, State, or Local laws or a Federal, State, or Local legislative or regulatory mandate or otherwise, it is agreed that Benchmark shall have the right to negotiate with the Client to adjust said prices to reflect said increases during the term of this Agreement.

III. **FOOD SERVICES-PAYMENT TERMS**

Benchmark shall invoice Client each month, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding month.

IV. **FOOD SERVICES-BASIS OF FINANCIAL TERMS**

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

V. LAUNDRY SERVICES – BENCHMARK RESPONSIBILITIES

If requested by Client, Benchmark shall be responsible for ordering and purchasing of all laundry chemicals. Benchmark will submit invoices to Client for reimbursement of all laundry chemical purchases factored at cost plus 10%.

VI. LAUNDRY SERVICE – CLIENT RESPONSIBILITIES

Client shall provide secure storage for chemicals and supplies. Client shall maintain all laundry equipment.

VI. EQUIPMENT

Benchmark is committed to reinvesting into the County's kitchen infrastructure. Benchmark will work with the Client to purchase equipment (not to exceed \$35,000). This equipment will be amortized monthly for 36 months. At the end of 36 months, this equipment will become the property of the county. If the Client wishes to purchase the equipment earlier the purchase price will be calculated at the unamortized remaining balance.

VII. PROGRAM SPECIFICATION

- Menu – Benchmark shall provide a high calorie menu and menu cycle that exceeds applicable jail standards. Benchmark shall provide three (3) hot meals per day, unless otherwise agreed to by the Parties.
- Inmate Labor – Client shall provide at least 2-3 inmates workers (trustees) as labor for food service operations.
- Staff Meals – Benchmark shall provide at standard meal pricing.
- Inmate Worker – Benchmark shall provide at standard meal pricing (per portion)
- Bag Lunches – Benchmark shall provide at standard meal pricing.
- Medical Meals – Benchmark shall provide at standard meal pricing.
- Religious Meals – Benchmark shall provide “common fare” at standard meal pricing. Pre-packaged kosher meals will be provided at a rate of \$5.50, if requested by the facility.
- Milk will be invoiced based on usage at actual distributor pricing. Daily inventories will be kept on milk consumption and invoiced accordingly.
- Standard Meal Price – Benchmark shall provide at Schedule 1 Sliding Scale pricing below.

SCHEDULE 1: PRICING:

<u>Inmate Population</u>	<u>\$ per Tray</u>
>190 inmates	TBD
190 - 209 inmates	\$1.82
210 - 229 inmates	\$1.74
230 - 249 inmates	\$1.67
250 - 269 inmates	\$1.62
270 - 289 inmates	\$1.57
290 - 309 inmates	\$1.53
310 - 329 inmates	\$1.49
330+ inmates	\$1.47

SECTION 16.

SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

FOR MUSKOGEE COUNTY
SOLUTIONS

BENCHMARK GOVERNMENT

By: _____

By: Matt Jackson

Name: _____

Name: Matt Jackson

Title: _____

Title: Partner

Date: _____

Date: 05/28/2025

23rd day of June 2025
Chairman _____
Member _____
Member Kenneth L. Fair
Attest Deeja Durre
County Clerk

