

**CONTRACT NO. 2014-20R2
INMATE FOOD SERVICE**

This Contract entered into this 19 day of April, 2016, by and between the County of Cole, hereinafter called the "County," and ABL Management Inc., hereinafter called the "Contractor."

Witnesseth, that the County and the Contractor, for the consideration hereinafter named, agree as follows:

1. Purpose. The purpose of this contract is to acquire food services for detainees housed at the Cole County Law Enforcement Center, 350 East High Street, Jefferson City, MO.

2. Scope of the Work. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the County and the Contractor, and the specific obligations of both parties.

The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in Cole County's Request for Proposal No. 2014-20, attached as Exhibit A, and the Contractor's proposal and pricing scale, which remains unchanged for this renewal, attached as Exhibit B.

3. Period of Performance. The period of performance under this contract extension shall run from August 8, 2016 through August 7, 2017. This contract shall be effective upon the receipt of the last signature of the parties signing this document.

4. Compensation/Payment. The Contractor's compensation for services rendered shall be based on the following rates and fixed for a period of one year beginning August 8, 2016.

Inmate Population Served	Price per Meal
70 and Below	\$3.8259
71-90	\$1.9879
91-110	\$1.7110
111-130	\$1.5256
131-150	\$1.3928
151-170	\$1.2930
171-190	\$1.2153
191-210	\$1.1530
211 and Above	\$1.1139
Inmate Snacks	\$0.7500
Inmate Supplements	\$1.5000

5. Billing Procedures. Cole County shall pay the vendor on a sliding scale cost per meal basis. The vendor shall submit to the County, on a weekly basis, an invoice for meals served at the facility. A breakdown of types of meals served, number of meals served, special meals, and partial day meals must be included along with specific counts for each day. Snack and nutrition supplements must be identified separately. All invoices

must be presented to the Jail Administrator for approval. After approval and verification, payment will be made within thirty (30) days of receipt of the invoice.

6. Indemnify and Hold Harmless. The Contractor must agree to the following indemnification and hold harmless responsibilities: The contractor shall, at its own expense, protect, defend, indemnify and hold harmless Cole County Missouri, its elected and appointed officials, employees and agents from all claims, damages, costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents, or its subcontractors or any of their officers, employees or agents arising from work resulting from this contract.

7. Insurance Requirements. All coverage shall be with insurance companies licensed and admitted to do business in the State of Missouri. All coverages shall be with insurance carriers acceptable to Cole County.

The Contractor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors for the performance of services required under this proposal, the Contractor shall ensure that said subcontractors carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law.

The Contractor shall be responsible for insuring all its tools and equipment and all material which it may use and/or leave at the work site. Cole County shall not be responsible for any loss or damage to the Contractor's tools and materials.

The Contractor shall procure and maintain during the term of the contract, Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combines single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and/or aggregate for property damage. The policy must also provide a "Products Re-defined Endorsement" to include products liability coverage for products consumed on Cole County Law Enforcement Center premises.

If any of the above coverage expires during the term of the agreement, the Contractor's insurer shall deliver renewal certification and/or policies to Cole County at least thirty (30) days prior to expiration.

The Contractor shall provide proof of said applicable policies to Cole County no later than the date of commencement of service under the contract with certificates of insurance for the foregoing coverage, which designates Cole County as an additional insured entity with respect to the Contractor's participation in the contract and which included a provision that the coverage shall not be cancelled, terminated, or otherwise modified without a thirty (30) day prior written notice which will be provided to Cole County. Cancellation of insurance shall be cause for immediate cancellation of contract.

8. Waiver. No failure by a party to exercise any right it may have under this Agreement or under law upon another party's default, and no delay in the exercise of that right, shall prevent it from exercising the right whenever the other party continues to be in default. No such failure or delay shall operate as a waiver of any default or as a modification of the provisions of this Agreement.

9. Successors in Interest. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous discussions and agreements, and this Agreement may not be modified by any party except by initialing changes herein or by a writing signed by all parties. Furthermore, this Agreement shall be

governed and construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

COLE COUNTY:

Sam Bushman
Sam Bushman, Presiding Commissioner

ATTEST:

Steve Karamuz
County Clerk

(Seal)

CONTRACTOR:

ABL MANAGEMENT
By: John D. Appleton
Mr. John D. Appleton
Position: President and CEO

CERTIFICATION OF AUDITOR

I, the Auditor for Cole County, do hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which it is to be charged and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred to ABL Management.

[Signature]
Cole County Auditor

4/19/16
Date