

STATE OF TEXAS
COUNTY OF JEFFERSON

CONTRACT NUMBER 15-004/JW
FOOD SERVICE FOR CORRECTIONAL FACILITY

WHEREAS, JEFFERSON COUNTY has determined there is a need to provide for Food Service at the County Jail; and

WHEREAS, JEFFERSON COUNTY has requested and reviewed proposals for a Food Service Contractor in accordance with applicable State Laws; and

WHEREAS, JEFFERSON COUNTY has determined that FIVE STAR CORRECTIONAL SERVICES, INC. can best provide Food Services to the County Jail; and

WHEREAS, this agreement is made between FIVE STAR CORRECTIONAL SERVICES, INC. and the COUNTY OF JEFFERSON, TEXAS acting by and through its duly authorized representative Jefferson County Judge Jeff R. Branick.

NOW THEREFORE, the parties agree as follows:

Article I Retention of FIVE STAR CORRECTIONAL SERVICES, INC.

JEFFERSON COUNTY hereby retains FIVE STAR CORRECTIONAL SERVICES, INC. as an independent contractor and not an employee for services more particularly described in this Agreement.

Article II Term of Agreement

Regardless of the date of execution, this Agreement shall become effective June 1, 2015 and continue in force until May 31, 2016 with the option to extend for up to four (4) additional one (1) year terms unless sooner terminated as provided herein. Should this Agreement naturally expire without alternative provisions, this Agreement shall continue in force on a month-to-month basis under the same terms.

Due to the Constitutional debt limitation for Counties, any Agreement which extends beyond the current fiscal year is executed subject to future appropriations to fund its provision.

Article III Credentialing

FIVE STAR CORRECTIONAL SERVICES, INC. shall select and assign specific personnel to provide services for JEFFERSON COUNTY under this Agreement and shall provide JEFFERSON COUNTY with current copies of all licensure, credentialing and insurance information as required by State law. All such information shall be provided at the time of execution of the Agreement.

Article IV Termination

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of FIVE STAR CORRECTIONAL SERVICES, INC.
2. FIVE STAR CORRECTIONAL SERVICES, INC. abandons its duties in accordance with the provisions of Article V (Duties of FIVE STAR CORRECTIONAL SERVICES, INC.).
3. Failure of FIVE STAR CORRECTIONAL SERVICES, INC. to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantial allegation of criminal wrongdoing on the part of FIVE STAR CORRECTIONAL SERVICES, INC. which would substantially interfere with the performance of the duties set out herein.
5. Failure by FIVE STAR CORRECTIONAL SERVICES, INC. to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.
6. Whenever FIVE STAR CORRECTIONAL SERVICES, INC. and JEFFERSON COUNTY mutually agree to termination in writing.

Upon termination of the Agreement under any provision, FIVE STAR CORRECTIONAL SERVICES, INC. shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by JEFFERSON COUNTY to fulfill FIVE STAR CORRECTIONAL SERVICE INC.'s obligations under this Agreement.

Article V Duties of FIVE STAR CORRECTIONAL SERVICES, INC.

FIVE STAR CORRECTIONAL SERVICES, INC. shall be responsible for all duties specified in RFP Specification Number 15-004/JW, which by reference is incorporated in full into this Agreement, and include but not limited to the following:

1. FIVE STAR CORRECTIONAL SERVICES, INC. shall furnish food service in accordance with the Specifications and in compliance with all rules as standards as apply to Correctional Facilities in the State of Texas as specified in Specifications.

2. FIVE STAR CORRECTIONAL SERVICES, INC. shall be responsible for all long distance telephone charges incurred by its employees in the performance of this Agreement.
3. FIVE STAR CORRECTIONAL SERVICES, INC. is responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to FIVE STAR CORRECTIONAL SERVICES, INC. including walk-ins, store rooms, freezers, dish room, office, staff and inmate dining rooms and receiving area.
4. All personnel hired by FIVE STAR CORRECTIONAL SERVICES, INC. under this Agreement must complete an authorization for records check and be acceptable to JEFFERSON COUNTY. JEFFERSON COUNTY reserves the right to reject any food service candidate without cause.
5. FIVE STAR CORRECTIONAL SERVICES, INC. and its employees assign to JEFFERSON COUNTY facilities are required to comply with all facility rules of conduct concerning normal day-to-day operations.
6. FIVE STAR CORRECTIONAL SERVICES, INC. is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.
7. FIVE STAR CORRECTIONAL SERVICES, INC. employees must be properly attired in a standard uniform and be easily discernable from inmates.
8. Hair restraints (nets or hats) must be worn by all food service employees in the kitchen and all food service areas.
9. FIVE STAR CORRECTIONAL SERVICES, INC. employees are subject to search at any time while within secured areas of JEFFERSON COUNTY facilities.
10. FIVE STAR CORRECTIONAL SERVICES, INC. must ascertain and notify JEFFERSON COUNTY in writing if any of its employees are related to any person confined as an inmate in any JEFFERSON COUNTY operated facility.
11. FIVE STAR CORRECTIONAL SERVICES, INC. must comply with all security requirements as stated in Specifications.
12. FIVE STAR CORRECTIONAL SERVICES, INC. must obey all Federal, State and Local laws and ordinances regarding health, sanitation, and safety. FIVE STAR CORRECTIONAL SERVICES, INC. will be subject to inspections in the kitchen by authorized personnel from Jefferson County Health Department.
13. FIVE STAR CORRECTIONAL SERVICES, INC. must maintain a current contingency plan to be able to provide food service in the face of unexpected events such as power failure, fire, riot, lock down, labor strikes, ice storm, or acts of God that may preclude normal operations.

Article VI Duties of Jefferson County

JEFFERSON COUNTY shall make payments to FIVE STAR CORRECTIONAL SERVICES, INC. as specified in ARTICLE VII.

JEFFERSON COUNTY shall provide access to dumpsters and recycling containers at reasonable time to be negotiated between FIVE STAR CORRECTIONAL SERVICES, INC. and Correctional Facility Maintenance.

JEFFERSON COUNTY will provide, install, and permit FIVE STAR CORRECTIONAL SERVICES, INC. to use the capital equipment, which JEFFERSON COUNTY deems necessary for food service and related activities.

JEFFERSON COUNTY will provide all utilities necessary for the performance of food service activities. JEFFERSON COUNTY does not guarantee an uninterrupted supply of water, gas, electricity, heat, air-conditioning or phone service, but will be diligent in its efforts to restore service following any outage.

JEFFERSON COUNTY will provide FIVE STAR CORRECTIONAL SERVICES, INC. with accurate meal counts as specified in RFP 15-004/JW Specifications.

Article VII Rates

JEFFERSON COUNTY shall pay directly to FIVE STAR CORRECTIONAL SERVICES, INC. no more than **\$0.823 per inmate meal, \$0.823 per staff meal, \$2.00 per medical supplement meal (Ensure), \$0.55 per medical snack ("p.m." hours), and 24-hour coffee service at no charge**, in accordance with FIVE STAR CORRECTIONAL SERVICES INC.'s response to RFP Number 15-004/JW which with the RFP Specifications are by this reference incorporated in full into this Agreement. Payments will be made in monthly installments after approval at a regularly scheduled meeting of Jefferson County Commissioners' Court. The Jefferson County Commissioners' Court meets every Monday of each month. All invoices must be in the possession of JEFFERSON COUNTY on the Monday prior to the Commissioners' Court at which the invoice is to be approved. JEFFERSON COUNTY shall make all payments directly to FIVE STAR CORRECTIONAL SERVICES, INC. and shall under no circumstances make any payments directly to FIVE STAR CORRECTIONAL SERVICES, INC. personnel for any services rendered to JEFFERSON COUNTY.

Article VIII Relationship of Parties

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

FIVE STAR CORRECTIONAL SERVICES, INC. understands and agrees that JEFFERSON COUNTY shall not withhold from compensation payable to FIVE STAR CORRECTIONAL SERVICES, INC. Any sums for income tax, unemployment insurance social security, or other withholdings pursuant to any law or required by any governments authority and that payments in such amounts as may be required by law are and shall be the sole responsibility for FIVE STAR CORRECTIONAL SERVICES, INC.

which does hereby indemnify and hold JEFFERSON COUNTY harmless from any and all costs or damages arising out or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of the parties, nor any of their employees shall be construed to be agent, employer, or representative of the other nor shall any provision of this Agreement create any right in JEFFERSON COUNTY to exercise control or direction over the business of FIVE STAR CORRECTIONAL SERVICES, INC. provided, however, that all services provided to JEFFERSON COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of FIVE STAR CORRECTIONAL SERVICES, INC.'s profession, the terms of this Agreement and all applicable laws, rules, and regulations of authorities having jurisdiction over JEFFERSON COUNTY.

Personnel provided by FIVE STAR CORRECTIONAL SERVICES, INC. are not employees of JEFFERSON COUNTY nor are they entitled to any direct compensation nor any benefits or rights of JEFFERSON COUNTY employees as from time to time may be established, and shall provide services for the benefit of JEFFERSON COUNTY through FIVE STAR CORRECTIONAL SERVICES, INC. and only pursuant to this Agreement.

JEFFERSON COUNTY has hired FIVE STAR CORRECTIONAL SERVICES, INC. to provide food services. As such, FIVE STAR CORRECTIONAL SERVICES, INC. has the duty and obligation to perform all obligations to owned by or referencing JEFFERSON COUNTY or one of its subdivisions shall be used by any employee, staff member, or representative of FIVE STAR CORRECTIONAL SERVICES, INC. without express approval by the authorized JEFFERSON COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

Article IX Insurance

FIVE STAR CORRECTIONAL SERVICES, INC. at no cost to JEFFERSON COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

Article X Indemnification

FIVE STAR CORRECTIONAL SERVICES, INC. shall indemnify and hold JEFFERSON COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities, and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of FIVE STAR CORRECTIONAL SERVICES, INC. its employees, agents, or contractors in connection with the performance of services pursuant to this Agreement.

Article XI Miscellaneous

This Agreement, Specifications for RFP 15-004/JW and FIVE STAR CORRECTIONAL SERVICES, INC. response to RFP Number 15-004/JW constitute the entire understanding between the parties, and no other agreements, representations, or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

The Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by FIVE STAR CORRECTIONAL SERVICES, INC. to JEFFERSON COUNTY and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that is not embodied in this Agreement.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and all venues shall be in Jefferson County, Texas.

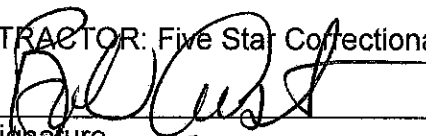
Article XII Notices

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

Jefferson County: Deborah L. Clark
Jefferson County Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

Signed on this ____ day of June 2015.

OWNER: Jefferson County
By: _____
Jeff R. Branick, Jefferson County Judge

CONTRACTOR: Five Star Correctional Services, Inc.
By:  _____
Signature
Bob Austin CEO
Printed Name & Title

ATTEST: _____
Carolyn L. Guidry, County Clerk