

Approved by BOC on August 21, 2018



NEWTON COUNTY DETENTION CENTER FOOD SERVICE AGREEMENT

This Services Agreement (“Agreement”) is effective as of this 1st day of August, 2018 (the “Effective Date”), by and between **NEWTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the County Board of Commissioners, located for purposes of this Agreement at 1124 Clark Street, Covington, GA 30014 (hereinafter referred to as the “County”), and **FRANK’S RESTAURANT, INC.**, a Georgia corporation, having its principal place of business at 14603 Hwy 36, Covington, Georgia 30014 (hereinafter referred to as the “Contractor”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, County desires to retain a contractor to provide services for the preparation and provision of food services at the County’s Detention Center/Jail; and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Agreement. The Agreement shall consist of this Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit A** – Scope of Work
- Exhibit B** – Insurance Requirements
- Exhibit C** – Contractor Affidavit
- Exhibit D** – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

Section 2. The Work. A general description of the Services is as follows: food service at the County’s jail facility (the “Services”). The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit A**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

Section 3. Contract Term; Termination. Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. (The term of this Agreement (“Term”) shall commence as of the Effective Date and shall continue on a month-to-month basis. County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. The Contractor may terminate this Contract by providing at least thirty (30) days prior written notice in advance of the requested termination date. Provided that no damages are due to County for Contractor’s breach of this Agreement, County shall pay Contractor for Work performed to date in accordance with Section 5 herein.

Section 4. Work Changes. Any changes to the Work requiring an increase in the Maximum Contract Price (defined below) shall require a written change order executed by the County in accordance with its purchasing regulations.

Section 5. Compensation and Method of Payment. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed the amount listed in **Exhibit A**, and Contractor represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon and included, in full, within the per meal pricing.

County agrees to pay Contractor for the Work performed by Contractor upon certification by County that the Work was

actually performed in accordance with the Agreement. No payments will be made for unauthorized work. Compensation for Work performed shall be paid to Contractor upon County's receipt and approval of invoices, setting forth in detail the services performed, along with all supporting documents required by the Agreement or requested by County to process the invoice. Invoices shall be submitted on a weekly basis and will be processed as detailed in **Exhibit A**.

Section 6. Covenants of Contractor.

A. Licenses, Certification and Permits. Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Expertise of Contractor; County's Reliance on the Work. Contractor acknowledges and agrees that County does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, County bears no responsibility for Contractor's Work performed under this Agreement. County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor acknowledges and agrees that the acceptance or approval of Work by County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards.

C. Contractor's Reliance on Submissions by County. Contractor must have timely information and input from County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by County, but Contractor shall provide immediate written notice to County if Contractor knows or reasonably should know that any information provided by County is erroneous, inconsistent, or otherwise problematic.

D. Contractor's Representative; Meetings. Michael Castellana [INSERT NAME] shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement. Contractor shall meet with County's personnel or designated representatives to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County.

E. Assignment of Agreement. Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of, this Agreement, without the prior express written consent of the County.

F. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in performance under this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

G. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of County. Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring and payment of Contractors, agents or employees to complete the Work, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Any provisions of this Agreement that may appear to give County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of County with regard to the results of such services only. Inasmuch as County and Contractor are independent of each other, neither has the authority

to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties. Contractor agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of County without the express knowledge and prior written consent of County.

H. Insurance. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the County, as shown on **Exhibit B**, attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the County, Contractor shall ensure that its insurer waives all rights of subrogation against the County for losses arising from Contractor's Work and that the County and its officials, employees or agents are named as additional insureds.

I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless:

- (1) Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits C and D** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit C**, and submitted such affidavit to County or provided County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit D**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to County within five (5) business days of receipt from any subcontractor. Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Contractor agrees that the employee-number category designated below is applicable to Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [CHECK ONE]

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

J. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Newton County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work.

K. Confidentiality. Contractor acknowledges that it may receive confidential information of County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information.

L. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of County, and County shall be entitled to full access and copies of all Materials in the form prescribed by County. Any and all copyrightable subject matter in all Materials is hereby assigned to County, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 7. Miscellaneous.

A. Entire Agreement; Counterparts; Third Party Rights. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Newton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court. During the Term of this Agreement, Contractor shall maintain a business license with the County, unless Contractor provides evidence that no such license is required. Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Services, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).

C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

D. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith. See additional information regarding Notices in **Exhibit A**.

E. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified, good faith or official immunities.

EXHIBIT A

Scope of Services

1. **Grant.** The Parties hereby agree that Contractor shall provide meals for the inmates, staff and visitors of the Newton County Jail (the "Jail") (aka the "Detention Center"), which shall include the furnishing of nutritious, wholesome and palatable food in accordance with the terms of this Agreement seven (7) days per week, 365 days per year. The meals shall meet or exceed 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 shall provide Contractor with adequate preparation kitchen facilities at the Jail, completely equipped and ready to operate with adequate heat, lighting, ventilation and all other utilities. The County will provide local intercom business telephone service to Contractor at no charge. This telephone shall be used for local service business-related calls. Should Contractor desire local service personal and other non-business-related calls or long-distance calls, whether business or personal, a separate telephone not connected to the Jail system shall be installed at Contractor'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 service ware, glassware, pots, pans and utensils at the Jail. Contractor shall purchase and maintain an adequate supply of "Plastocon" trays, and reusable plastic cups.
 - b. Food Products and Supplies. The County shall purchase and pay for all food products and supply inventory required to furnish the meals provided for hereunder. All such purchases shall be made in Contractor's name. The products purchased for use in the meal preparation facilities will remain the property of Contractor. All items must be approved by the Jail Administrator. Contractor will be required to keep a record of non-consumable items provided by them and submit this list and any modifications to the Jail Commander within 24 hours of the change.
 - c. Sanitation. Contractor will be responsible for cleaning and housekeeping in the food preparation, service, and storage area, and will, at all times and on a continuing basis, maintain high standards of sanitation, in accordance with American Correctional Association standards as well as federal, state, local laws and regulations. Contractor shall meet or exceed all County sanitary standards and codes for meal preparation. The County will be responsible for extermination service and removal of trash and garbage from the designated trash collection areas.
 - d. Personnel. Contractor shall provide expert administrative, dietetic, purchasing, equipment consulting, personnel advice and supervision to meet all Jail medical food related requirements. All food service personnel will be employees of Contractor.
 - e. Health Examinations. Contractor shall cause its employees assigned to duty at the Jail to submit periodic health examinations, including screening for Purified Protein Derivative (PPD-Tuberculosis) test prior to employment, 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, but no more frequently than annually. If a Contractor employee tests positive, the employee will not be allowed to enter the facility until treated clear of any tuberculosis and upon a follow-up testing "negative".
 - f. Applicable Statutes. It is mutually agreed that each party hereto will comply with all American Correctional Association Standards, federal, state, and local laws, statues, lawful ordinances, regulations and requirements applicable to their activities hereunder. The County will provide adequate physical security at all times for Contractor's management, employees, suppliers and other authorized visitors.

- g. Return of Equipment. Contractor 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 Contractor without negligence on the part of Contractor or its employees.
- h. License Fees, Permits and Taxes. Contractor shall secure and pay all Federal, State and local license, permits, and fees required for the provision of the meals, provided hereunder. During the period of this Agreement, if it is deemed by taxing authorities that all or portion of the services provided hereunder are subject to a sales or similar tax which has not been collected by Contractor such taxes as then or as may be assessed will be the responsibility of the County and the County agrees to reimburse Contractor therefore.

3. Financial Agreements.

- a. Contractor 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 for sanitation, delivery of meals, traying up meals, and putting up stock, is as follows and shall be guaranteed for the first year of the contacts:

\$1.80 per meal

- b. Contractor will also provide the following for the price per meal listed (e.g., the following services are included in the price per meal):
 - i. A Food Service Director and four (4) full time Food Service Managers (one manager on duty at all times when kitchen is open) needed to provide meals hereunder; Contractor will increase personnel as needed for coverage and security. Said personnel shall be "Serve Safe" Certified;
 - ii. Payment of all fringe benefits for the Contractor's employees;
 - iii. Payment of all permit license and insurance costs;
 - iv. Uniforms and name tags for all Contractor employees;
 - v. Purchase of all food products and other supplies required to provide the meals hereunder; and
 - vi. Preparation and serving of proposed menu to staff, inmates and visitors of the Newton County Jail.
- c. Contractor shall invoice the County on the first business day of each week, for the services provided during the preceding week. Original invoice(s) must be submitted to:

Newton County Finance Department
1113 Usher Street, Suite 204
Covington, Georgia 30014

Upon review and approval of such invoices, the County will remit payment to the address listed on such invoice. Payment shall be made no later than thirty (30) days after submittal of an undisputed invoice.

- d. Contractor agrees to provide additional meals/services as mutually agreed upon by the Parties hereto.
- e. Contractor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome and appropriate for menu purposes. Contractor 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:

- i. Contractor will properly handle, store and prepare all commodities.
 - ii. A weekly inventory shall be taken of all commodities by Contractor and County staff. 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.
 - iii. Commodities received will be used solely for the benefit of those persons in the Jail.
 - iv. Contractor shall credit to the County's weekly invoice the USDA market value of each commodity item used for the week, less shipping and the handling charge actually incurred.
 - v. All commodity records, including inventory, offering forms and commodity reports, will be kept by Contractor for a period of not less than one (1) years from the close of the fiscal year to which they pertain at the facilities kitchen or at Contractor's Corporate office. At the end of the contract year, commodity records will be turned over to the County.
4. **Mutual Consent to Change of Duties.** The duties of Contractor 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 Contractor shall be construed as continuing under this Agreement as modified.
5. **Notices.** Any notices to be given under this Agreement by either party to the other maybe 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 the County:

Newton County Finance Department – Purchasing Division
Attention: Randy Fincher
1113 Usher Street Suite 204
Covington Ga. 30014
678-625-1237

With a copy to:

Newton County Sheriff's Office
Attention: 1st Lt. Brice D. Smith
15151 Alcovy Road
Covington Ga. 33014

To:

Frank's Restaurant, Inc.
14603 Hwy 36
Covington Ga. 30014
678-625-1525

EXHIBIT B

Insurance Requirements

Contractor shall furnish to the County a certificate of insurance, in a form acceptable to the County, certifying that Contractor carries Professional Liability, Worker's Compensation, and General Comprehensive (including products liability insurance affording coverage for both bodily injury and property damage) in such amounts as are acceptable to County.

Contractor maintains and shall continue to maintain insurance during the performance of this Agreement.

Contractor agrees to protect, indemnify, save and hold harmless the County, its officers, directors and employees against any and all claims, cause of actions, demands or losses arising out of any negligent acts or omissions by Contractor in connection with Contractor's performance of this Agreement.

EXHIBIT C

STATE OF _____
COUNTY OF _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Newton County, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

622205
Federal Work Authorization User Identification
Number

12/05/2012
Date of Authorization

Frank's Restaurant, Inc.
Name of Contractor

Detention Center Food Services Agreement
Name of Services

Newton County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Umi C Fuller Pres.
Signature of Authorized Officer or Agent

Vivian C. Fuller Pres.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24 DAY OF
August, 2018.

Brittany Moses
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
March 20, 2021

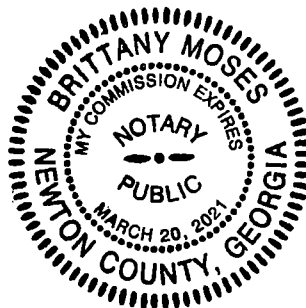


EXHIBIT "D"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **FRANK'S RESTAURANT, INC.**, a Georgia corporation, on behalf of Newton County, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Detention Center Food Services Agreement
Name of Services

Newton County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

F. **Agreement Construction and Interpretation; Invalidity of Provisions; Severability.** Contractor represents that it has reviewed and become familiar with this Agreement and has notified County of any discrepancies, conflicts or errors herein. The Parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid. Ratification of this Agreement by a majority of the County Board of Commissioners shall authorize the Chair of the Board of Commissioners to execute this Agreement on behalf of County.

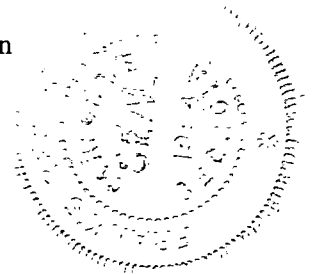
IN WITNESS WHEREOF, County and Contractor have executed this Agreement, effective as of the Effective Date first above written.

CONTRACTOR:

FRANK'S RESTAURNT, INC., a Georgia corporation

By: *Vivian C. Fuller Pres. CEO*
Vivian C. Fuller, President/CEO

[CORPORATE SEAL]



Attest:

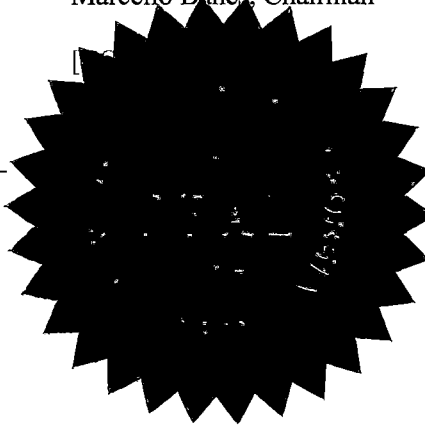
By: *Joanna C. Jones Sec*
Joanna C. Jones, Secretary

NEWTON COUNTY, GEORGIA, by and through its Board of Commissioners

By: *Marcello Banes*
Marcello Banes, Chairman

Attest:

Signature: *Jackie Smith*
Print Name: Jackie Smith
Title: County Clerk



Approved as to form:

M. Marti
County Attorney