

AGENDA ITEM SUMMARY

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the Sheriff of Palm Beach County (Sheriff) for the provision of food and laundry services to the County's Homeless Resource Center n/k/a the Senator Philip D. Lewis Center (Lewis Center) located at 1000 45th Street in the City of West Palm Beach.

Summary: On May 1, 2012, the Board of County Commissioners approved a Contract For Services (Contract) with Goodwill (R2012-0612) which provides for Goodwill to serve as the lead facility operator at the Lewis Center as well as provide various support services including food and laundry services. The Contract requires that: (i) Goodwill order, transport and distribute the food to Lewis Center clients and that the County produce meals meeting established dietary guidelines for adults and juveniles; and (ii) the County provide laundry service for bedding and towels. With regard to laundry services, the Lewis Center clients are required to launder all personal items in the washer and dryer facilities located at the Lewis Center, but the laundering of bedding and linens remains the County's responsibility. The County will meet its obligations to Goodwill for food and laundry services through the use of the Sheriff's facilities at the Main Detention Center (MDC). The Sheriff's contracted food service provider (Food Service Provider) will produce the meals on-demand for the Lewis Center. This Agreement requires that: (i) the Sheriff provide the County with meals and linens for use at the Lewis Center; (ii) the County order and pick-up meals and linens from the MDC; (iii) the County reimburse the Sheriff for out of pocket expenses associated with production of meals actually ordered; and (iv) the County reimburse the Sheriff for out of pocket costs for lost trays and/or linens. The Agreement permits both the County and the Sheriff, upon mutual agreement, to delegate each of their administrative and logistical responsibilities to the Director of Facilities Development & Operations and the Major, Corrections Operations, respectively. Certain administrative responsibilities such as the ordering, meal preparation, serving of meals and transport duties can be further assigned to Goodwill and the Food Service Provider. The initial term of the Agreement is for three (3) years, with an expiration date of June 18, 2015, or until the expiration of the Food Service Provider's contract, whichever occurs first. The Agreement may be terminated by either party, with or without cause with a minimum of thirty (30) days notice. **(FDO Admin) Countywide (JM)**

Background and Justification: On May 1, 2007, the Board of County Commissioners established the Homeless Advisory Board to develop a Ten-Year Plan to End Homelessness in Palm Beach County (Ten-Year Plan). The BCC formally adopted the Ten-Year Plan in September 2008. Development of a homeless resource center is one of the Action Steps of the Ten-Year Plan. The Lewis Center in West Palm Beach is the first such facility to be developed as part of an envisioned countywide network of homeless resource centers. Homeless individuals and families will be referred to the Lewis Center from community navigation points and, over the course of not more than ninety (90) days, will receive a diverse offering of high quality services from three (3) community agencies, assisting clients in ending their homelessness. Services will be available to Palm Beach County's homeless individuals and families on a 24-hour basis, 365 days per year.

Attachments:

Agreement
BAS

Recommended By: Anthony Wolf 5/30/12
Department Director Date

Approved By: [Signature] 6/12/12
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	<u>\$10,841</u>	<u>\$90,338</u>	<u>\$90,338</u>	<u>\$79,497</u>	
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$10,841</u>	<u>\$90,338</u>	<u>\$90,338</u>	<u>\$79,497</u>	
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 0001 Dept 148 Unit 1221 Object 3419

The funds for the reimbursement of costs to the Sheriff for food and laundry services were approved in the March 20, 2012 Board Item (BT 2012-0631).

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: *6-1-12*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Ric L. Bradshaw, Sheriff, in his official capacity as Sheriff of Palm Beach County, a State Constitutional Officer ("Sheriff").

WITNESSETH:

WHEREAS, County is the owner of certain real property in Palm Beach County, Florida, known as the Main Detention Center located at 3228 Gun Club Rd, West Palm Beach, Florida 33406 ("MDC"); and

WHEREAS, the Sheriff operates the MDC which includes a full service kitchen and maintains a contract with a food service provider ("Food Service Provider") to produce on-demand meals meeting established dietary requirements for adults and juveniles pursuant to the terms of the Food Service Contract dated November 26, 2001, as amended by Addendums dated September 12, 2002, October 7, 2002, July 22, 2003, September 26, 2003, March 11, 2004, July 11, 2005, August 16, 2006, October 10, 2007, August 27, 2008, October 2, 2009, June 23, 2010 and September 15, 2011 ("Food Service Contract"). A copy of the initial contract and addendums reflecting the most current terms are attached as Exhibit A to this Agreement; and

WHEREAS, the Sheriff manages and operates a full service commercial laundry facility within the MDC which has sufficient inventory to provide linens for use at the County's Homeless Resource Center ("HRC") and sufficient capacity to launder such linens, without the addition of staff or other resources; and

WHEREAS, the County has constructed the HRC and is operating the HRC through a contracted operator ("Operator"); and

WHEREAS, the County and the Sheriff have determined that it is in the best interest of the County to allow the County to order food prepared by the Food Service Provider at the MDC for distribution at the HRC; and

WHEREAS, the County and the Sheriff have determined that it is in the best interest of the County to provide linens for use at the HRC and to launder the linens at the MDC.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and the Sheriff hereby agree as follows:

ARTICLE I BASIC PROVISIONS

Section 1.01 Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 1.02 Purpose. The purpose of this Agreement is to set forth the terms, conditions and procedures by which: (i) the Sheriff will provide the County meals and linens for use at the HRC; (ii) the County can order and pick-up meals and linens from the MDC; (iii) the Sheriff will be reimbursed for out of pocket costs associated with the production of the meals actually ordered and (iv) the Sheriff will be reimbursed for out of pocket costs for the replacement of lost trays and/or linens resulting from the County's use of such items.

Section 1.03 Term and Effective Date. The term of this Agreement shall commence upon the approval of this Agreement by the Palm Beach County Board of County Commissioners ("Effective Date"), and shall extend for a period of three (3) years thereafter (the "Term") or until the expiration of the Food Service Contract; whichever occurs first unless sooner terminated pursuant to the provisions of this Agreement.

Section 1.04 Termination of Agreement. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other party. Such rights of termination include the right to terminate a portion of this Agreement as specifically provided for in Article III and Article IV. Upon termination of a portion or all of this Agreement, the County and the Sheriff shall be relieved of a portion or all of their obligations hereunder, as applicable, except those obligations arising prior to such termination. In the event either party exercises its right to terminate a portion of this Agreement, then the remainder of this Agreement shall not be affected by such partial termination.

Section 1.05 Administration of Agreement. A Corrections Major or his/her designee and the Director of the County's Facilities Development & Operations Department or his/her designee shall be responsible for all aspects of the administration of the terms and conditions set forth in Articles II, III, and IV of this Agreement on behalf of the Sheriff and County, respectively. This delegation of authority shall include the ability of the Major and Director to mutually agree that any specific administrative or logistical responsibility contained in such Articles can be assigned to the Food Service Provider and/or Operator, respectively, by written correspondence without transferring or otherwise modifying responsibility or liability of the Sheriff and/or County with respect to each other.

ARTICLE II REIMBURSEMENT OF COSTS

The County shall reimburse the Sheriff the costs of: (i) the actual number of meals ordered and for lost trays in excess of the normal loss rate, pursuant to the terms set forth in Articles 3.01 and 3.02; and (ii) lost linens in excess of the normal loss rate, pursuant to the terms set forth in Article 4.02.

Within seven (7) days of the Effective Date of this Agreement, the Sheriff shall provide the County with the costs of each meal type and packaging option currently in effect. By April 1 of each year, the Sheriff shall provide the County with the costs of each meal type to be in effect for the subsequent fiscal year. The Sheriff agrees that the costs of each meal type will not exceed the costs of each meal type applied to the Sheriff.

Reimbursement shall be made to the Sheriff within thirty (30) days of County's receipt of an invoice from the Sheriff mailed to the Palm Beach County Facilities Development & Operations Department Attn: Director, 2633 Vista Parkway, West Palm Beach, Florida 33411. Invoices may be sent to the County at a frequency no greater than monthly but in no circumstances less than annually. Reimbursements must be invoiced in the same fiscal year that the costs were incurred. Reimbursements for meals ordered during the month of September shall be invoiced no later than October 5 of the subsequent fiscal year. Payments shall be made payable to the Palm Beach County Sheriff's Office.

ARTICLE III FOOD SERVICE

Section 3.01 Meals. The County accepts and understands that the Sheriff maintains the Food Service Contract and that the Sheriff has the sole ability to change any terms (including price), extend the term, or terminate the Food Service Contract without consulting with the County. The County accepts the terms of the Food Service Contract as-is and acknowledges that it has no rights or ability to affect a change to the Food Service Contract. Notwithstanding the foregoing, the Sheriff shall notify the County of any change to the Food Service Contract which impacts the Sheriff's obligations under this Agreement and shall utilize good faith efforts to reach agreement with the County on revised administrative procedures to allow the services set forth herein to continue being provided. In the event that the Sheriff and the County are unable to reach agreement on revised administrative procedures, the services described in this Article may be terminated, pursuant to the terms set forth in Section 1.04.

The Sheriff agrees to make available to the County three (3) low sodium meal types (general population, juvenile and kosher), which can be prepared to meet the dietary requirements of a regular, vegetarian or diabetic diet, at the prices specified in the Eleventh Addendum to the Food Service Contract. The Sheriff shall be responsible for notifying the County no less than three (3) days in advance of any permanent changes on the types of meals or diets available and/or with regard to packaging options. The County acknowledges that the availability of special dietary options and/or packaging options may be temporarily modified for a variety of reasons, and that the Sheriff will make every effort possible to provide the County with as much notice as possible with regard to such temporary changes.

No later than 1600 hours daily, the County shall email the Sheriff the quantity, type, diet and packaging choice of meals to be ready for pick-up by the County. The e-mail shall be in a form agreed to by the Sheriff and the County. The maximum number of meals to be ordered in a day is three hundred (300) (3 meals per day for 100 persons), however, there is no minimum number of meals that must be ordered on any given day. On days when no meals are being ordered, the County shall send the Sheriff an e-mail prior to 1600 hours stating that no meals are being ordered. The County's menu and packaging options shall be limited to only those menu and packaging options available through the Food Service Contract. The Sheriff shall cause to be prepared the meal ordered by the County on either a tray or in a bag as specified by the County and shall have the meals ready for pick-up by the County. The County and Sheriff shall agree to the time of pick-up for each meal.

Section 3.02 Transport of Meals. The County will be responsible for the transport of the meals to the HRC and for the return of the dirty trays to the Sheriff. The Sheriff shall monitor the number

of trays taken to the HRC and those returned. To the extent that trays are lost and the lost tray rate exceeds the normal lost tray rate which the Sheriff experiences at the MDC, the Sheriff will notify the County of the abnormal loss rate and will provide the County with seven (7) days from receipt of notice to return such lost trays. To the extent that the County is unable to return the lost trays, the County will reimburse the Sheriff for the number of lost trays determined by the Sheriff to be in excess of the normal lost tray rate. The cost of the lost tray, together with reasonable documentation to justify the charges, shall be included in the next invoice sent from the Sheriff regarding the services set forth in this Agreement.

The County shall be subject to the Sheriff's policies for contractor access to the kitchen and kitchen loading dock. The Sheriff reserves the right to prohibit any representative of the County from accessing the kitchen and kitchen loading dock in his sole discretion and for whatever reason or no reason whatsoever.

Section 3.03 Governmental Regulations. Sheriff shall, at Sheriff's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Sheriff or Sheriff's use and operation of the kitchen at the MDC and the preparation of food therein, and shall faithfully observe in the use and operation of the kitchen at the MDC and the preparation of food therein all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. County shall, at County's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which, may hereafter be in force, pertaining to County's transport, storage, and serving of the meals.

ARTICLE IV LAUNDRY SERVICE

Section 4.01 Laundry. The County accepts and understands that the Sheriff controls the laundry operations at the MDC and that the Sheriff has the sole ability to change the laundry operations at any time without consulting with the County and acknowledges that it has no rights or ability to affect a change to such operations. Notwithstanding the foregoing, the Sheriff shall notify the County of any operational changes at the MDC which impacts the Sheriff's obligations under this Agreement and shall utilize good faith efforts to reach agreement with the County on revised administrative procedures to allow the services set forth herein to continue being provided. In the event that the Sheriff and the County are unable to reach agreement on revised administrative procedures, the services described in this Article may be terminated, pursuant to the terms set forth in Section 1.04.

The Sheriff agrees to make available to the County linens (e.g. sheets, pillow cases, blankets and towels) of the identical type to that used at the MDC and in the quantity specified by the County to accommodate the maximum of seventy (70) residents of the HRC, which will be made available to County at no cost. The Sheriff agrees to launder the linens in the same manner and subject to the same standards that it does for linens distributed at the MDC at no cost to the County. The County and Sheriff will continuously work together to identify the quantity of the linens in excess of the number of residents that will be stored at the HRC, taking into consideration the available storage

space at the HRC for storage of both clean and dirty linens, in order to minimize the number of linen transports between the HRC and the MDC.

No later than 1330 hours on Monday- Friday (Friday for a Monday exchange), the County shall email the Sheriff the quantity and type of clean linens to be ready for pick-up by the County. The e-mail shall be in a form agreed to by the Sheriff and the County. Sheriff shall confirm receipt of County's email by reply email and shall specify the time by which the linens will be ready for pick-up.

Section 4.02 Transport of Linens. The County will be responsible for the transport of the clean and dirty linens to and from the MDC. The Sheriff shall monitor the quantity of linens taken to the HRC (for use and storage) and those returned. To the extent that linens are lost and the lost linen rate exceeds the normal lost linen rate which the Sheriff experiences at the MDC, the Sheriff will notify the County of the abnormal loss rate and will provide the County with seven (7) days from receipt of notice to return such lost linens. To the extent that the County is unable to return the lost linens, the County will reimburse the Sheriff for the lost linens determined by the Sheriff to be in excess of the normal lost linen rate. The cost of the lost linens, together with reasonable documentation to justify the charges, shall be included in the next invoice sent from the Sheriff regarding the services set forth in this Agreement.

The County shall return damaged linens with the dirty linens and it shall be the Sheriff's responsibility to remove damaged linens from the inventory and replace such linens at its cost.

The County shall be subject to the Sheriff's policies for contractor access to the laundry facility. The Sheriff reserves the right to prohibit any representative of the County from accessing the laundry facility in his sole discretion and for whatever reason or no reason whatsoever.

Section 4.03 Governmental Regulations. Sheriff shall, at Sheriff's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Sheriff or Sheriff's operation of the laundry facilities at the MDC, and shall faithfully observe in the operation of the laundry facilities at the MDC all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. County shall, at County's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which, may hereafter be in force, pertaining to County's transport, storage, and distribution of linens.

ARTICLE V PROSECUTION/DEFENSE OF CLAIMS

Section 5.01 Prosecution/Defense of Claims. In the event County shall be made a party to any litigation that is in any way related to the Food Service Contract or the operation of the kitchen at the MDC, then Sheriff shall conduct, control and be responsible for the prosecution and/or defense of any such claims, whether at trial or appellate level or otherwise. The Sheriff agrees that it shall conduct its prosecution and/or defense of any such claims in order to protect the common financial interests of the Sheriff and the County. The County agrees to reimburse the Sheriff for a portion of

the Sheriff's costs associated with the prosecution and/or defense of any such claims, but not for any settlement or judgment related thereto. The County's reimbursement obligations, if any, shall be agreed upon by the County Attorney's Office and the Sheriff's Legal Advisors prior to the Sheriff incurring any such costs.

Section 5.02 Joint Defense Agreement. In the event of any litigation as contemplated in Section 5.01, the Sheriff and County agree to enter into a Joint Defense Agreement so that counsel for the Sheriff and the County may share factual information, strategy, memoranda, communications, and other materials relevant to the Sheriff's and County's common defense interest in confidence for the common purpose and benefit of, and to facilitate the representation of, the parties in the prosecution or defense of any potential litigation.

ARTICLE VI INDEMNITY

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify and hold harmless the Sheriff against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and Sheriff shall indemnify and hold harmless the County against any actions, claims, or damages arising out of the Sheriff's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

ARTICLE VII MISCELLANEOUS

Section 7.01 County and Sheriff's Representative. The County's Representative for all matters pertaining to this Agreement shall be Audrey Wolf, Director, Facilities Development & Operations, whose telephone number is (561) 233-0204, or such other person who may be designated by the County in writing from time to time. The Sheriff's Representative for all matters to this Agreement shall be Major Christopher Kneisely, whose telephone number is (561) 688-4407 or such other person who may be designated by the Sheriff in writing from time to time.

Section 7.02 Notices. All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5:00 pm on a business day and on the next business day if transmitted after 5:00 pm or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Department of Facilities Development & Operations
Attn: Business and Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Fax: (561) 233-0206

(b) If to the Sheriff at:

Corrections Security Bureau, Operations Major
3228 Gun Club Road
West Palm Beach, Florida 33406
Fax: (561) 688-4565

Palm Beach County Sheriff's Office
Attn: George Forman, Deputy Director
3228 Gun Club Road
West Palm Beach, Florida 33406
Fax: (561) 688-3691

Any party may from time to time change the address at which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

Section 7.03 Survival. Notwithstanding anything herein that is or may be construed to the contrary, any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the Term of this Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7.04 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part hereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Sheriff concerning the subject matter hereof. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Sheriff unless reduced to writing and signed by them.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and Sheriff have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

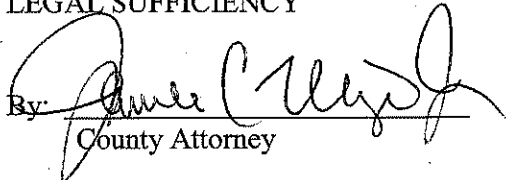
By: _____
Deputy Clerk

COUNTY:

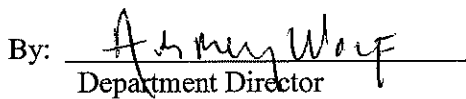
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

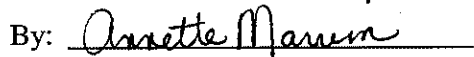
APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

ATTEST:

SHERIFF:

RIC L. BRADSHAW, IN HIS OFFICIAL
CAPACITY AS SHERIFF OF PALM
BEACH COUNTY, FLORIDA
a State Constitutional Officer

By: 
Annette Marwin

By: 
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

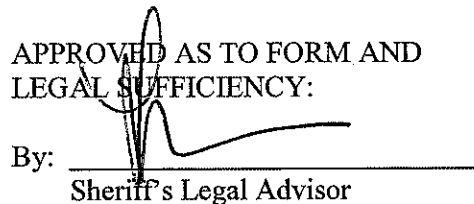
By: 
Sheriff's Legal Advisor

EXHIBIT A

TWELFTH ADDENDUM TO THE FOOD SERVICE CONTRACT
SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.

This Twelfth Addendum to the Food Service Contract by and between Trinity Services Group, Inc., a Corporation authorized to do business in Florida (hereinafter referred to as "Contractor"), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"), is dated this 15th day of September, 2011. The Contractor and Sheriff shall hereinafter be collectively referred to as the "Parties."

WHEREAS, the Parties executed a Food Service Agreement dated November 26, 2001 and Addendums on September 12, 2002, October 7, 2002, July 22, 2003, September 26, 2003, March 11, 2004, July 11, 2005, August 16, 2006, October 10, 2007, August 27, 2008, October 2, 2009 and June 23, 2010 (the "Agreement") by which the Contractor assumed the responsibilities for provision of food services to be delivered to inmates of the correctional facilities under the control of the Sheriff; and

WHEREAS, the Parties wish to further amend said Agreement, effective October 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Effective October 1, 2011 through September 30, 2012 the Sheriff and Contractor agree to extend the contract for one (1) additional year with no price increase.
2. This extension includes the following provisions:
 - a. Upon expiration of this Twelfth Addendum, this agreement may be extended for up to three (3) successive years, provided that both parties mutually agree in writing. Automatic extensions are not allowed; and
 - b. At the exclusive option of the Palm Beach County Sheriff's Office, and upon mutually agreed upon terms as shall be set forth in writing, the term of this contractual agreement may be extended in one (1) year, two (2) year or three (3) year increments; and
 - c. Prior to the conclusion of the term of this Twelfth Addendum, and again prior to the conclusion of any subsequent renewal term, or as soon as practical thereafter each of those occurrences, the Palm Beach County Sheriff's Office may exercise its option to extend the contractual agreement as follows:

TWELFTH ADDENDUM TO THE FOOD SERVICE CONTRACT
SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.

1. Upon agreement by the parties, the Palm Beach County Sheriff's Office may elect to extend the agreement, for an additional term of one (1), two (2) or three (3) years, pursuant to the then currently existing terms and conditions, at the then current rates; or
2. The Palm Beach County Sheriff's Office may elect to enter into negotiations with the incumbent Contractor, for the purpose of endeavoring to agree upon the rates to be paid by the Palm Beach County Sheriff's Office during the extended term of the agreement, as well as possible modification of terms, conditions or specifications. All other terms and conditions of the contractual agreement shall remain in full force and effect; or
3. The Palm Beach County Sheriff's Office may elect to enter into negotiations with the incumbent Contractor with the intention of those negotiations resulting in a new Contractual Agreement; or
4. The Palm Beach County Sheriff's Office may elect to issue a new Request For Proposal, and open the proposal process to all contractors for the goods and/or services.
 - a. In the event that a Contract will terminate or is likely to terminate prior to the award of a new Contract, the Palm Beach County Sheriff's Office shall have the exclusive right to temporarily extend the contract period for up to sixty (60) days, to insure continuous and uninterrupted services.
 - d. In the event that negotiations result in agreement to an increase in the rates paid by the Palm Beach County Sheriff's Office, any agreed upon increase in the rates shall be limited not to exceed three percent (3%).
 - e. The Contractor shall not discontinue any services or responsibilities provided for in the Agreement, or remove any equipment, supplies, materials or goods of any type, or in any other way reduce, prevent, hinder or impair the continuous, provision of services until supplanted by a new Contractor whose capacity to furnish the services is operational and providing the required services, and until express, written consent to cease operations is obtained from the authorized representative of the Palm Beach County Sheriff's Office.
3. Section I-13 Representations and Warranties is amended as follows: Trinity is no longer providing management, staff, food, material and supplies with sufficient reserves, to feed the inmate/resident population located at the Central Detention Center, 673 West Fairgrounds Road, West Palm Florida or the Eagle Academy, 38840 State Road 80, Belle Glade, Florida. West County Detention Center is now located at 38811 James Wheeler Blvd, Belle Glade, Florida.

TWELFTH ADDENDUM TO THE FOOD SERVICE CONTRACT
SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.

4. The Secure Treatment and Recovery (S.T.A.R.) program is removed from this agreement.
5. In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

TWELFTH ADDENDUM TO THE FOOD SERVICE CONTRACT
SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.

IN WITNESS THEREOF, the parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

Palm Beach County Sheriff's Office,
Florida

BY: [Signature]
Ric L. Bradshaw or Designee

Print Name: George Forman

Title: Deputy Director

Date: 9/23/11

Trinity Services Group, Inc.

BY: [Signature]
Signature

Print Name: Larry G. Vaughn

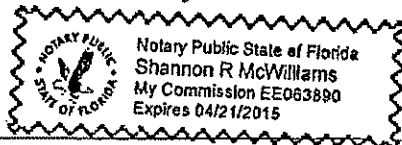
Title: CEO

Date: 9-12-11

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was
acknowledged before me this
23 day of September,
2011, by George Forman
as Designee
for PBSO

[Signature]
Signature of Notary Public



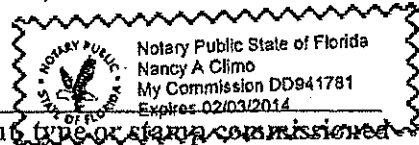
Print, type or stamp commissioned
Name of Notary

Personally Known ☒ or Produced
Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was
acknowledged before me this
12th day of September,
2011, by Larry G. Vaughn
as CEO
for Trinity Services Group, Inc.

[Signature]
Signature of Notary Public



Print, type or stamp commissioned
Name of Notary

Personally Known ☒ or Produced
Identification _____
Type of Identification Produced _____

ELEVENTH ADDENDUM TO THE FOOD SERVICE CONTRACT
SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.

This Eleventh Addendum to the Food Service Contract by and between Trinity Services Group, Inc., a Corporation authorized to do business in Florida (hereinafter referred to as "Contractor"), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"), is dated this 23rd day of JUNE, 2010. The Contractor and Sheriff shall hereinafter be collectively referred to as the "Parties."

WHEREAS, the Parties executed a Food Service Agreement dated November 26, 2001 and Addendums on September 12, 2002, October 7, 2002, July 22, 2003, September 26, 2003, March 11, 2004, July 11, 2005, August 16, 2006, October 10, 2007, August 27, 2008 and October 2, 2009 (the "Agreement") by which the Contractor assumed the responsibilities for provision of food services to be delivered to inmates of the correctional facilities under the control of the Sheriff; and

WHEREAS, the Parties wish to further amend said Agreement, effective October 1, 2010;

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Effective October 1, 2010 through September 30, 2011 the Sheriff and Contractor agree to extend the contract for one (1) additional year; and
2. Effective October 1, 2010 through September 30, 2011 the Sheriff and Contractor agree to utilize the Orange County Sheriff's Office General Population Menu (2800 calories a day) and Medical Diet Menus for a 6.5 cents decrease in cost.
3. Effective October 1, 2010 through September 30, 2011 the Sheriff and Contractor agree to eliminate the chargeback for security at the Main Detention Center and the Central Detention Center Kitchens reducing meal costs by another 6.5 cents.
4. Effective October 1, 2010 through September 30, 2011 the Sheriff and Contractor agree to continue the Secure Treatment and Recovery (S.T.A.R.) Menu. The residents would continue to receive additional calories for breakfast (approximately 2936 calories a day). Utilizing the Orange County menu this would reduce the breakfast meal cost by 6.5 cents and an additional 6.5 cents for the security chargeback.
5. Effective October 1, 2010 through September 30, 2011 the Sheriff and Contractor agree the juvenile inmates will receive the pregnancy diet of the

ELEVENTH ADDENDUM TO THE FOOD SERVICE CONTRACT
SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.

Orange County menu reducing this meal cost by 6.5 cents and an additional 6.5 cents for the security chargeback.

- a. Once a year the Juvenile menu will be nutritionally analyzed for compliance and approval by the Palm Beach County Health Departments Dietician for nutritional/caloric requirements presented by growth and/or physical activity and a higher juvenile requirement for calcium.
6. Effective October 1, 2010 through September 30, 2011 the Sheriff and Contractor agree the Orange County Faith Based Menu will not be used at the Palm Beach County Sheriff's Office (PBSO). PBSO will continue with the Kosher Meals being furnished to the Jewish inmates. The cost of this meal will be reduced by 6.5 cents for using the Orange County menus for general population and medical diets and another 6.5 cents for the security chargeback.

PRICE STRUCTURE TABLE EFFECTIVE OCTOBER 1, 2010

MEAL	CURRENT PRICE	DECREASE	NEW PRICE
General Population	\$1.0286	13¢	\$0.8986
Drug Farm	\$1.3328	13¢	\$1.2028
Juvenile	\$1.4667	13¢	\$1.3367
Kosher	\$5.1000	13¢	\$4.9700

7. SECTION II-9: REQUIRED STAFFING COMPLEMENT, Item (B) and Table (2) of the Staffing Plan are revised as follows:

"The Service Provider shall maintain a total staffing of 32.5 FTE's (full time equivalent personnel) as indicated in Tables One through Five below."

Table (2) Two
(Main Detention Center)

Position	Avg/Hrs/Week	FTE
Manager	40	1.00
Lead Production/Asst. Manager	40	1.00
Production Supervisor	580	14.50

8. The Sheriff and Contractor agree to reopen negotiations on possible staff and/or meal cost adjustments when the Sheriff closes the Central Detention Center and opens the new West Detention Center.

ELEVENTH ADDENDUM TO THE FOOD SERVICE CONTRACT
SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.

9. In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of this 23rd day of JUNE, 2010.

Palm Beach County Sheriff's Office,
Florida
BY: Chief Deputy Michael E. Gauger
Ric L. Bradshaw or designee

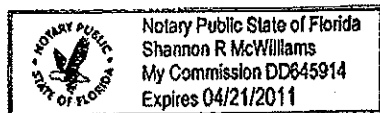
Title: Sheriff or designee

DATE: 7 July 2010

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was
acknowledged before me this
7 day of July
2010, by Michael Gauger
as Designee
for Sheriff Ric. Bradshaw

Shannon R. McWilliams
Signature of Notary Public



Print, type or stamp commissioned
Name of Notary

Personally Known ☒ or Produced
Identification _____
Type of Identification Produced _____

Trinity Services Group, Inc.

BY: Larry G. Vaughn
Larry G. Vaughn

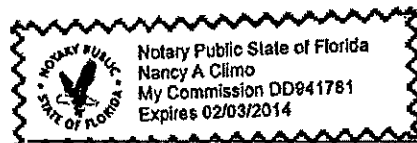
Title: CEO

DATE: 6/23/10

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was
acknowledged before me this
23rd day of JUNE
2010, by Larry G. Vaughn
as CEO
for Trinity Services Group, Inc.

Nancy A. Climo
Signature of Notary Public



Print, type or stamp commissioned
Name of Notary

Personally Known ☒ or Produced
Identification _____
Type of Identification Produced _____

FOOD SERVICE CONTRACT

RECEIVED

OCT 15 2001

BETWEEN

EXECUTIVE OFFICE

PALM BEACH COUNTY SHERIFF'S OFFICE

AND

TRINITY SERVICES GROUP, INC.

380 Scarlet Blvd.

P. O. Box 1706

Oldsmar, Florida 34677

Telephone: (813) 854-4264

Fax: (813) 855-2330

**INMATE/RESIDENT FOOD SERVICE
AND EMPLOYEE CAFETERIA**

OCT 12 2001

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CONTRACT AUTHORIZATION

FOOD SERVICE CONTRACT

BETWEEN

PALM BEACH COUNTY SHERIFF'S OFFICE

AND

TRINITY SERVICES GROUP, INC.

This contract is made and entered into by and between the **PALM BEACH COUNTY SHERIFF'S OFFICE**, State of Florida, (hereinafter referred to as "SHERIFF'S OFFICE") and **TRINITY SERVICES GROUP, INC.**, a Corporation authorized to do business in Florida (hereinafter referred to as the "SERVICE PROVIDER".)

WITNESSETH

WHEREAS, the **SHERIFF'S OFFICE** desires to engage a qualified and experienced firm to provide inmate food service for the Palm Beach County Sheriff's Office as specified in RFP #01-0626-262/DJA.

WHEREAS, the **SERVICE PROVIDER** has represented to the **SHERIFF'S OFFICE** that it is experienced and qualified to provide the services contained herein, and the **SHERIFF'S OFFICE** has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the **SHERIFF'S OFFICE** and the **SERVICE PROVIDER** that the **PALM BEACH COUNTY SHERIFF'S OFFICE** hereby engages the **SERVICE PROVIDER** and the **SERVICE PROVIDER** hereby agrees to perform the services hereinafter set forth as follows:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1: TERMS OF SERVICES:

This agreement shall have a term of Twelve (12) months commencing on October 1, 2001 and ending on September 30, 2002.

SECTION I-2: RENEWAL OF SERVICES:

Upon expiration of the initial term, this agreement may be extended for up to three (3) successive additional one (1) year terms, provided that both parties mutually agree in writing. Automatic extensions are not allowed. Upon mutual agreement of both parties to renew, the cost per meal shall be limited to the overall Consumer Price Index (CPI) published by the U.S. Bureau of Labor statistics for all urban consumers for the United States as a whole, but not to exceed three percent (3%).

SECTION I-3: CHANGES TO THIS CONTRACT:

In consideration of the terms and conditions of the contract, the Sheriff's Office and Service Provider shall agree the following documents are incorporated herein: the PBSO RFP # 01-0626-262/DJA, including all addenda, and the Service Provider's proposal to the Sheriff's Office in response to the RFP, dated August 8, 2001.

Any alterations, variations, modifications or waivers of the provisions of the contract will be valid only if they are reduced to writing, duly signed by the parties and attached to the original agreement.

SECTION I-4: REQUIREMENTS FOR MANDATORY PERFORMANCE:

Any conflicts, questions, or concerns with respect to apparent, implied or explicit differences between the above documents and this agreement shall be resolved in favor of the contract.

The words "shall", "will" and "must" may be used interchangeably in this contract and in any case will indicate a required or mandatory performance by the Service Provider and Sheriff's Office. The words "contract" and "agreement" may also be used interchangeably in this contract.

This agreement will be interpreted under the statutes, rules, and regulations of the State of Florida.

SECTION I-5: CORRECTIONS SUPPORT BUREAU:

The administration of this contract for the Palm Beach County Sheriff's Office shall be the responsibility of Commander of the Support Bureau. The Commander of the Support Bureau shall serve as the coordinator of this contract and shall be responsible to the Colonel of Corrections (via chain of command) who is responsible to the Sheriff's Office for the proper effectuation of the Palm Beach County Sheriff's Office's obligations under the terms of this contract.

SECTION I-6: MONITORING OF THE CONTRACT:

The Sheriff's Office shall have the unfettered right to monitor the Service Provider in every respect. In this regard, the Sheriff's Office will designate an employee to act as his Contract Manager, may appoint an employee to act as his Contract Monitor, and may appoint an expert consultant to monitor performance with respect to quality, quantity, cost, and to the furnishing of services as agreed upon. The Contract Manager, Contract Monitor, and/or consultant can be expected to determine whether the Sheriff's Office is and has been receiving the staffing and services stated in the Service Provider's response to the RFP and stated in this contract.

In this regard, the Service Provider will provide and ensure full cooperation of its employees, agents, consultants, suppliers, etc. Such cooperation shall include making available for inspection and/or copying when requested, original times sheets, invoices, charge slips, credentials, performance evaluations, continuing education and training records, minutes of staff and administrative meetings, statistical data, and any other communications, data, records and accounts relating to its performance under this Agreement. If the Service Provider does not hold any item in its original form, a true copy shall be provided.

Representatives of the Sheriff's Office and Service Provider shall meet at least once monthly to ensure that any operational or contractual issues regarding the food services are discussed, evaluated and acted upon.

The Sheriff's Office reserves the right to inspect periodically each facility or as often as deemed necessary to ensure compliance by the Service Provider.

SECTION I-7: INDEMINIFICATION AND IMMUNITY:

The Service Provider hereby indemnifies and holds harmless, Palm Beach County, the Sheriff's Office, the Sheriff, his successors, assignees, appointees, designees, employees, and representatives from any and all claims, suits, actions, damages, liabilities, and expenses, incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of any agent, employee, assignee, or sub-contractor of the Service Provider. The Service Provider's foregoing obligation shall in no way be limited by any provision contained in an insurance policy.

The Sheriff's Office specifically reserves to itself any claim it may have to immunity as a government entity in defense to any action arising in conjunction with the contract.

SECTION I-8: BONDS AND INSURANCE

The Service Provider will provide, within fourteen days of the execution of this agreement, a performance bond, with surety satisfactory to the Sheriff's Office, in the amount of One Million Dollars (\$1,000,000.00.)

The Service Provider will ensure that the Palm Beach County Sheriff's Office is covered as an Additional Insured under any and all insurance required by the contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies.

The Sheriff's Office shall be given no less than sixty (60) days' notice of cancellation. The Sheriff's Office shall be given not less than sixty (60) days' prior written notice of material changes of any insurance required under this contract. The Sheriff's Office holds the Service Provider liable and indemnifies the Sheriff's Office if it allows a lapse in insurance coverage.

Each and every agent shall warrant when signing the certificate of insurance that he/she is acting as an authorized representative on behalf of the companies affording insurance coverage under contract, that he/she is licensed by the State of Florida to conduct insurance business in the State of Florida, and that the companies affording insurance coverage are currently licensed by the State of Florida and are currently in good standing with the Commissioner of Insurance for the State of Florida.

Companies providing insurance coverage must be required to have nothing less than an "A" rating by the A.M. Best Company of Aldrich, New Jersey.

The Service Provider, at its own expense, shall keep in force at all times and maintain the insurance requirements as described in the RFP during the term of this contract. The Service Provider shall also submit proper form for full Workers' Compensation coverage as required by State Law for each of the employees providing services to the Sheriff's Office.

SECTION I-9: COVENANT AGAINST CONTINGENT FEES

The Service Provider shall comply with the relevant requirements of all Federal, State, County or other local laws.

The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract.

For breach or violation of this warranty, the Sheriff's Office shall have the right to annul this Contract without liability, or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-10: PROHIBITED INTERESTS

A. Conflict of Interest

The Service Provider and its sub-contractors warrant that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Service Provider further agrees that, in the performance of the Contract, no person having any such interest shall be employed.

B. Interests of Public Officials

No member, officer, or employee of the Palm Beach County Sheriff's Office, Florida, during his/her tenure shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION I-11: SUB-CONTRACTING

The Service Provider shall not sub-contract any part of the work covered by this Contract. Joint ventures between companies shall also not be allowed.

SECTION I-12: ASSIGNABILITY

The Service Provider shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Contract.

However, in bankruptcy, claims for money due or to become due to the Service Provider may be assigned to a bank, trust company, or other financial institution, or to a trustee without approval of the Sheriff's Office. Notice of any such assignment or transfer shall be furnished to the Sheriff's Office.

SECTION I-13: REPRESENTATIONS AND WARRANTIES

The Service Provider warrants that it is a corporation licensed to do business in the State of Florida and that it has all licenses necessary to render food services upon Sheriff's Office's premises at the Main Detention Center, 3228 Gun Club Road, West Palm Beach, Florida; the West County Detention Center, 38840 State Road 80, Belle Glade, Florida; the Stockade, 673 West Fairgrounds Road, West Palm Beach, Florida and the Eagle Academy, 38800 State Road 80, Belle Glade, Florida (hereinafter referred to as "Sheriff Office's Facilities"). The Service Provider further warrants that the representative executing this agreement has been duly authorized to enter into this agreement on its behalf.

The Sheriff warrants that he is authorized by the laws of the State of Florida to enter into this Agreement. The Sheriff further warrants that the representative executing this agreement has been duly authorized to enter into this agreement on his behalf.

SECTION I-14: EXCLUSIVE RIGHTS

The Sheriff's Office hereby grants to Service Provider the right to operate a cafeteria and food services for the Sheriff Office's Facilities. In consideration for this exclusive right, the Service Provider agrees to the following:

The Service Provider agrees to provide management, staff, food, material, and supplies, with sufficient reserves, to feed the inmate/resident population at all Sheriff's Office's Facilities. Food service will be required three hundred and sixty-five (365) days per year for three (3) meals per day. Meals are to be prepared with variety, quality, and caloric requirements that meet standards set by the American Correctional Association for Adult Local Detention Facilities, standards set by the National Research Council, and all other applicable laws.

These exclusive rights do not exclude the Sheriff's Office from providing equipment to employees who may bring their own meals to the workplace (i.e., microwave, refrigerator, etc.), vending machines located in other parts of the facility, or vending machines located in Service Provider operated areas but disabled during the hours the Service Provider is providing service (i.e., employee cafeteria areas.)

SECTION I-15: LICENSES AND PERMITS

The Service Provider shall maintain all licenses, permits, and other approvals required for its operations hereunder. The Service Provider shall pay all fees incurred in connection with obtaining and maintaining such licenses and permits as a cost of operation hereunder. The Sheriff's Office shall cooperate with the Service Provider in obtaining and maintaining such licenses and permits.

SECTION I-16: RELATIONSHIP OF THE PARTIES

The Service Provider is an independent contractor and acts in its own capacity and not as an employee or agent of the Sheriff's Office or of Palm Beach County. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties and neither shall be the authority by binding the other in any respect. Similarly, any person employed by the Service Provider or any Service Provider agent, consultant, subcontractor, or supplier is not an agent or employee of the Sheriff's Office or of Palm Beach County or any of its agencies. The Service Provider shall, in its agreements with other parties for products or services to be provided, make clear its relationship to the Sheriff's Office as that of an independent contractor.

SECTION I-17: NON-COLLUSION

By signing this contract, the Service Provider does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly in a manner contrary to the laws of the State of Florida and/or the County of Palm Beach; and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Sheriff's Office's employee, officer, or official, or to any other person or employee or agent of another said Proposer.

SECTION I-18: CAPTIONS AND CONSTRUCTION

In the event any provision of this agreement is deemed ambiguous, such a provision shall not be construed against the Sheriff's Office or Service Provider for the reason that the Sheriff's Office or Service Provider was primarily responsible for the drafting of this agreement, since all parties hereby assume equal responsibility for the drafting of this agreement.

SECTION I-19: CONTRACT TERMINATION/CANCELLATION

If the Service Provider fails to properly perform the conditions of this contract in the sole opinion of the Sheriff's Office, the Sheriff's Office will communicate to the Service Provider, in writing, the problem(s) that exist. The Service Provider will have five (5) working days to rectify the problem(s). If the same or other problems persist or re-occur, the Sheriff's Office may immediately cancel this contract by advising the Service Provider in writing.

If the Service Provider has not performed, or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Sheriff's Office.

Termination or cancellation of the contract will not relieve Service Provider of any obligations incurred prior to the effective date of cancellation.

Any Agreement between the Sheriff's Office and the Service Provider may be cancelled by either party in whole or in part with cause upon sixty (60) days' written notice. Any Agreement between the Sheriff's Office and the Service Provider may be cancelled by the Sheriff's Office in whole or in part with or without cause upon thirty (30) days' written notice. In such events, all files, records, proposals, data, models, plans and reports prepared or in the process of being prepared, will be released immediately to the Sheriff's Office.

The Service Provider shall be entitled to receive payment for work performed up to and including the date of termination, subject however, to offsets, if any, the Sheriff's Office may have.

The requirement for sixty (60) days' notice will be waived in the event that Service Provider abandons its obligations under the agreement with the Sheriff's Office, or becomes bankrupt or files for bankruptcy, or fails to meet its payment obligations to its employees, professional staff or suppliers of goods or services.

The Service Provider will provide an on-site representative who can, on the behalf of the Service Provider, address and resolve concerns of the Sheriff's Office with respect to the Service Provider's responsibilities and performance. The representative is to have the on-site responsibility for overseeing the implementation of the provisions of the agreement on behalf of the Service Provider.

SECTION I-20: AUDITS AND INSPECTION

At any time during normal business hours and as often as the Sheriff's Office may deem necessary, the Service Provider and sub-contractors shall make available to the Sheriff's Office and/or representatives for examination of all records with respect to all matters covered by this Contract. The Service Provider shall also permit the Sheriff's Office and/or representatives to conduct audits, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection all reasonable times in the designated facility as prescribed by the appropriate Commander, unless otherwise designed by the Sheriff's Office.

SECTION I-21: INSPECTION VIOLATION

The Service Provider will be responsible for payment of all fines, penalties and associated costs resulting from any inspection violations.

The Service Provider will be penalized and monies deducted from the monthly billing statement as follows:

- A. One thousand dollars (\$1,000.00) for each aggravated violation reported by the Department of Health.
- B. One hundred dollars (\$100.00) for each violation reported by the Sheriff's Office's Jail Inspector.

SECTION I-22: SUBJECT TO THE COUNTY FUNDING

This contract is subject to the appropriation and availability of sufficient funds from the Palm Beach County Commission for each fiscal year included within the contract period.; therefore,

the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated.

SECTION I-23: INDEPENDENT CONTRACTOR

The Service Provider shall be an independent entity, and act in its own capacity and not as an employee or agent of the Sheriff's Office or of any other county agency or department. Similarly, any person employed by the Service Provider, or any of its agents, suppliers, or any other individuals or firms providing products or services that relate to this agreement, shall not be deemed to be an agent or employee of the Sheriff's Office or any of the other County department or agency. The Service Provider shall, in its agreements with other parties for products or services to be provided for or at the Sheriff's Office's facilities, make clear its relationship to the Sheriff's Office as that of an independent contractor.

SECTION I-24: RESTRICTIVE COVENANTS

The Service Provider will take no action, written or verbal, that will in any way restrict or intend to restrict the opportunity or right of any person or firm who is employed or engaged by the Service Provider at any time during the term of this Agreement or any extensions or renewals thereof, from, at any time: providing services or products to the Sheriff's Office, the County, or its agencies; or, being employed or engaged by the Sheriff's Office, the County or its agencies, or by any firm, agency or contract that succeeds the Service Provider as a provider of food service for the Sheriff's Office.

SECTION I-25: OMISSIONS

The apparent silence of this contract and any addendum as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, sizes, and designs are to be used. All work is to be of the best quality.

SECTION I-26: TAXES

All taxes, federal, state and local, relating to the Vendor's work under its agreement with the Sheriff's Office and, similarly, all costs for licenses, permits, or certifications will be the expense of the Service Provider.

SECTION I-27: DISCLOSURE

The Service Provider shall disclose any potential, future legal actions for which the Service Provider or their affiliates, subsidiaries, parent corporations, business partners or sub-contractors, or any of the officers, principals, owners, employees or agents of said entities have received notice of the intention of any party or entity to bring an action against any party or entity.

SECTION I-28: NON-DISCRIMINATION

The Service Provider will recruit, select, train, promote, transfer and release its personnel as contemplated under this Agreement, without regard to race, color, religion, national origin, handicap, age or sex, in compliance with all applicable federal, state and local laws and regulations. Further, the Service Provider will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, and education

and tuition assistance, without regard to race, color, religion, national origin, handicap, age or sex, in compliance with applicable federal, state and local laws and regulations.

SECTION 29: WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

In the event that any provision of this Agreement is held to be unenforceable for any reason, such holding shall not affect any other provision, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE II

REQUIREMENTS, RESPONSIBILITIES IN OPERATING SERVICES

SECTION II-1: GOALS OF SHERIFF'S OFFICE

It is the goal of the Sheriff's Office to provide necessary comprehensive food service for the Sheriff's Office's employees and all inmates/residents housed at each of his facilities. The Service Provider will adhere to the tenets of the Sheriff's Office's vision.

The services provided by the Service Provider must meet the standards of the: American Correctional Association for Adult Local Detention Facilities; Florida Model Jail Standards; Florida Corrections Accreditation Commission; Code of Federal Regulations (CFR); National School Lunch and Breakfast Program (NSLBP); and, Office of Budget Management (OBM).

The services provided by the Service Provider must meet all applicable Federal, State and Local Laws, Codes, Regulations, Policies and Ordinances, as well as any relevant future court order or decree of any court having jurisdiction of the same.

The services provided by the Service Provider must meet or exceed the recommended nutrient amounts as specified by the Recommended Dietary Allowances (RDA) of the Food and Nutrition Board, National Academy of Sciences, National Research Council and the National Commission on Corrections Health Care. All meals must be nutritionally balanced, well planned, prepared and served in a manner that meets all established governmental health and safety codes.

The services provided by the Service Provider must meet any and all Policies and Regulations as the Sheriff's Office may deem necessary or advisable to promote the safety, care, quality and sanitation of food service areas occupied by the Service Provider and for the preservation of good order therein. The Service Provider also agrees to conduct business in a courteous, orderly, ethical, and businesslike manner.

The Service Provider is expected to recruit and retain high caliber professional staff in numbers sufficient to support the Sheriff's Office's mission, principles, visions, and goals. The Service Provider must comply with the requirements of a drug free workplace.

The Service Provider will comply with all federal, state, county and local laws and regulations in its employment practices.

The Service Provider recognizes that the Sheriff's Office's correctional facilities are all currently accredited with the ACA and the FCAC, and its contracted health care provider is accredited by the National Commission on Correctional Health Care Standards (NCCHC.) The Service Provider hereby agrees that should any of these accreditations fail to be maintained as a result of an action(s) or inaction(s) on the Service Provider's part, then the Service Provider agrees to pay damages in the amount of Fifty Thousand Dollars (\$50,000.00), the sum of which shall be a credit to the contract amount in the Sheriff's Office's favor.

SECTION II-2: SHERIFF'S OFFICE AND FACILITIES MANAGEMENT RESPONSIBILITIES

- A. The Sheriff's Office shall utilize Palm Beach County's Facilities Management to provide:

1. Repairs as deemed necessary to the following: Air conditioning, refrigeration and heating.
 2. Maintenance and replacement of the food service areas.
 3. Assetted equipment, unless otherwise noted in this Contract.
 4. Sewer, electricity, water, gas (for the operation of the food service areas)
- B. The Sheriff's Office shall provide:
1. Local Telephone Service - Telephones currently in place and belonging to the Sheriff's Office may continue to be used by the Service Provider. However, all telephone charges from the Service Provider's assigned telephone for long distance, operator assistance, information, 900 numbers, abuse/neglect, etc., will be the responsibility of the Service Provider and deducted from the monthly billing to the Sheriff's Office. Similarly, any additional telephone equipment that is needed and which is to be primarily used by the Service Provider shall be at the expense of the Service Provider.
 2. Dumpsters or similar equipment for the removal of trash and garbage.
 3. Non-disposable service trays and cups in sufficient quantities to serve the inmates and staff.

The Sheriff's Office and Facilities Management does not guarantee the provision of uninterrupted service of utilities, such as sewer, electricity, water, gas, air conditioning, or heat, except that it shall be diligent in restoring service following any interruptions. The Sheriff's Office and Facilities Management shall not be liable to the Vendor or to others for any loss, damage, cost or expense which may result from the interruption or failure of any such service.

SECTION II-3: EMPLOYEE REQUIREMENTS

- A. A Security Clearance Request form must be fully completed, submitted and approved by the Corrections Support Bureau for each prospective employee of the Service Provider prior to them working at any of the Sheriff's Office's facilities. The Sheriff's Office reserves its right to restrict or remove this security clearance as it determines necessary. The Service Provider shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.
- B. If the Service Provider knowingly allows false identification or information to be submitted for this background check, it shall be grounds for making this contract null and void and this contract shall be terminated.
- C. The Service Provider shall remove from service any assigned employee who, in the opinion of the Sheriff's Office, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the Sheriff's Office. The Service Provider shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.
- D. The Sheriff's Office shall have the right to reject for use or service at any of its correctional facilities, any employee, agent, or consultant of the Service Provider or of its supplier, when the Sheriff's Office believes such action to be in its best interest. If the Sheriff's Office becomes dissatisfied with any personnel provided by the Service Provider hereunder, the Service Provider, in recognition of the sensitive nature of correctional services, will, following receipt of notice from the Sheriff's Office of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved to the satisfaction of the Sheriff's Office, remove the individual or individuals about whom the Sheriff's Office has expressed its dissatisfaction. In the event of such occurrence, the Service Provider will be allowed a reasonable time to find an acceptable replacement. However, notwithstanding any of the foregoing, the Sheriff's Office retains an absolute right to revoke, without notice, the

- privilege or authorization of any person to enter or remain on the premises of any of its Correctional Facilities.
- E. The Service Provider shall immediately notify the Corrections Support Bureau upon termination of any employee. The immediate notification may be verbal but must be followed up by timely written notification. The Vendor must also collect the Sheriff's Office's identification card from the employee and forward it to the Corrections Support Bureau.
 - F. The Service Provider shall immediately notify the Corrections Support Bureau of any corrective action, discipline matter, or situation involving its employees or agents that may adversely affect the safety or security of the Sheriff's Office. The Service Provider shall also immediately inform the Commander of the affected Sheriff's Office's Facility of any and all imminent threats affecting safety or security.
 - G. All new employees of Service Provider will receive an orientation training class by the Sheriff's Office during their first week of employment.
 - H. The Sheriff's Office reserves the right to conduct its own investigation to the extent allowed by law, of any employee of the Service Provider and to request any additional investigative background information including, but not limited to, employment records of any personnel assigned to perform the services.
 - I. The Service Provider shall establish, implement, and maintain procedures and control to ensure each employee assigned to perform services for the Sheriff's Office complies with all applicable provisions of the contract and all site rules and practices of the Sheriff's Office. The Service Provider shall take all measures necessary to ensure its employees comply with security rules and regulations of the Sheriff's Office and all Federal, State, and local laws, rules, and regulations.
 - J. The Service Provider agrees that the owners of the company or the officers of the company shall be responsible, except as prohibited by law, for acts of their employees while on duty.
 - K. While providing services to the Sheriff's Office, employees of the Service Provider shall not:
 - 1. use or be under the influence of controlled substances, unless prescribed by a physician
 - 2. use or be under the influence of illegal substances or alcohol
 - 3. use or be under the influence of prescribed medications, if the effects of the medication may cause the employee to endanger his or her own life, endanger the lives of others, place the employee or others at risk of bodily harm, or interfere with the security of the facility.
 - L. Except as required by law or by a court, no information or data gained from the implementation of an Agreement with the Sheriff's Office shall, without its permission, be disclosed or released by the Service Provider, its employees, its agents or any form of sub-contractor to the public or to any person or organization that would not have such information in the ordinary course of business.
 - M. The Service Provider shall maintain accurate, complete, and up-to-date records of the names, addresses, and telephone numbers of its employees.
 - N. The Service Provider shall maintain in an orderly and accessible manner, documentation concerning the operation of its food services program under this agreement. Documentation includes, but is not limited to:
 - 1. a compilation of current policies and procedures that accurately reflect actual practice;
 - 2. manuals and operational guides;
 - 3. inmate grievances record;
 - 4. copies of credentials including special licenses and certifications of staff and consultants;

5. job descriptions; records of continuing education credits including in-service course attendance;
6. minutes of meetings that deal with administrative, staff education, and quality assurance/improvement matters;
7. a food services disaster plan and critiques of drills that have been held;
8. a record of special diets ordered;
9. records, communication, or other documentation concerning matters important to the proper management of this food service program

SECTION II-4: EMERGENCY MANAGEMENT OPERATIONS

The Service Provider will have emergency plans for the various types of situations and disasters that may reasonably occur. The plans are to be drilled by the Service Provider at least once each year for each shift at each jail. Each drill shall be critiqued and should be used as an educational tool at a food services staff meeting. A copy of each plan shall be provided to the Commander of the Support Bureau.

- A. The plans may be separate and confined to the needs of the facility's full disaster plan. If the latter, the food services portion is to contain all the necessary elements of a complete plan (e.g., names and telephone numbers of security and staff that need to be alerted; location of emergency equipment; responsibilities of various staff; etc.).
- B. The Service Provider agrees to respond to emergency call back during times of emergency, such as hurricanes and as determined by the Sheriff's Office, without additional cost to the Sheriff's Office.
- C. The Service Provider shall ensure proper emergency preparedness. The Service Provider will be required to have at least five (5) days' supply of food items available, sufficient to provide three (3) nutritious meals per day for inmates/residents, on-site Service Provider staff, and on-site Sheriff's Office staff.
- D. The Service Provider may, in coordination with the Sheriff's Office, utilize any of the other facilities to prepare and cook the food for the affected facility in the unforeseen event of power failures, loss of water, loss of steam, etc.

SECTION II-5 FACILITIES AND EQUIPMENT

- A. The Sheriff's Office shall hold the Service Provider responsible for any damages caused by inmate labor from improper supervision by the Service Provider.
- B. In the event the Service Provider has been negligent in the proper care of properties, buildings and/or equipment, the Service Provider shall be provided with a loss statement and cost incurred by Palm Beach County Facilities Management. Facilities Management may utilize internal resources or may elect to utilize an outside contractor. Internal resources cost and labor will be the trade rates average by the craft used. Maintenance does not include custodial or security services.
- C. If misuse of fixed equipment is determined by the Sheriff's Office and/or Facilities Management, then repairs, maintenance and replacement will not be the responsibility of the Sheriff's Office. The Service Provider will be billed and payment will be deducted from the monthly statement.
- D. All items that are delivered or installed at any location of the Sheriff's Office's must include all manufacturers' standard equipment and warranties.
- E. The Service Provider shall replace any equipment or small wares that are lost, stolen or damaged beyond repair with identical property or equipment. Example: warming carts, bread rack carts, ladles, etc.

- F. The Service Provider shall not move equipment or small wares or other items from one location to another or replace such items without written approval of the Support Bureau Commander.
- G. The Service Provider shall be responsible for the lighting of pilot lights on gas-operated equipment.
- H. The Service Provider will not sublet any property, building or equipment of the Sheriff's Office or Facilities Management.
- I. No alterations will be made on the premises nor will additional partitions or fixtures be installed in said premises without the written consent from the Commander of the Support Bureau.
- J. No signs, pictures, bulletins, advertisements or notices of any kind will be painted, inscribed, or affixed to any part of the premises or to any part of the building until said items are submitted to and approved in writing by the Commander of the Support Bureau.
- K. The Sheriff's Office and Palm Beach County Facilities Management reserve the right to inspect the property, buildings and equipment at any time.
- L. All utensils, service equipment, trays, etc. will be washed and sanitized within the facility in which the food was prepared unless said facility is experiencing a crisis (such as a hurricane) as to render the facility incapable of performing such duties. In this case, another facility will be designated and assigned to perform the duties with the approval of the Sheriff's Office.
- M. The Sheriff's Office will provide the Service Provider with space and facilities to enable it to perform its obligations under this Agreement. All office equipment and supplies on site and belonging to the Sheriff's Office may continue to be used by the Service Provider without obligation during the term of this Agreement or any extensions or renewals thereof. In the event this Agreement ends or is terminated for any reason, all office furniture, equipment and supplies shall remain on site as the property of the Sheriff's Office, except that, any office equipment now the property of the Service Provider and any other office equipment brought to the site by it for its use, shall not be charged to the Sheriff's Office under this Agreement and shall remain the property of the Service Provider. The Service Provider shall provide the Sheriff's Office with a current list of such furniture and equipment and update said list when items are added, moved or removed from the site.

SECTION II-6: SERVICE PROVIDER RESPONSIBILITIES INCLUDE

- A. The Service Provider will be responsible to provide approved containers for the disposal of contaminated cooking oil/grease, disposing of the same and monthly biological treatment of the grease traps. Also, the Service Provider will maintain the highest standards and cleanliness of all areas utilized by the same.
- B. The Service Provider will support any Vocational Education Program as approved by the Sheriff's Office. The inmates participating in such program will require a food handling clearance from the Sheriff's Office's contracted inmate health care provider.
- C. All design, advertising and/or lettering of textile goods or other paper goods such as paper cups, paper plates, napkins boxes, pre-packaged sugar, condiments, etc., master menus and similar items must be approved by the Commander of the Support Bureau prior to distribution.
- D. Toilets, wash basins, floor drains and other equipment will not be used for any other purpose than those for which there were constructed. No sweepings, rubbish or other substances will be thrown therein.
- E. The Service Provider agrees to provide the following items: All food, condiments, cleaning and sanitation equipment, supplies, soap, bleach, towels, aprons, hats, bouffant caps, feeding gloves, garbage can liners, and textile products.

- F. The Service Provider is responsible for maintaining a high degree of cleanliness and general housekeeping in all food service areas. This includes conducting and supervising all cleaning and sanitation efforts within the food service area, including rest rooms, kitchens, offices, storage areas, loading docks, entrance areas, etc.
- G. The Service Provider agrees to provide all paper and plastic products such as: disposable cups, plates, napkins, boxes, pre-packaged items, spoons, forks, plastic wrap, etc. Only disposable plastic eating utensils are allowed inside the facilities for both the staff and inmates. Inmates are further restricted to the use of only spoons.
- H. USDA Commodities will be stored and used at the facility where served, storage space permitting. Records and inventory of the same will be maintained at the Main Detention Center by the Service Provider with records and inventory subject to review by the Sheriff's Office.
- I. The Service Provider will meet all qualifications and maintain the Sheriff's Office's participation in the National School Lunch, School Breakfast and Commodity School Program. All subsistence received from this program will be forwarded to the Sheriff's Office's accounting section.
- J. The Service Provider will complete a registration form, which is reviewed and approved by the Department of Education's Food and Nutrition Management staff (NSLBP).
- K. Service Provider employees shall:
1. wear company uniform attire that is acceptable to and approved by the Sheriff's Office.
 2. maintain a high degree of cleanliness.
 3. maintain a clean and neat appearance.
 4. adhere to all applicable sanitation and safety laws, ordinances, codes, policies, and good practices.
- L. The Service Provider shall not allow on the Sheriff's Office's premises the following:
1. Gambling or unlawful practices of any kind
 2. Alcoholic, spirituous, vinous, or fermented beverages to be stored on or sold on premises to include: liquors, malts, brewed beverages, and wine.
 3. Any illegal substance or narcotic prescriptions of any kind.
 4. Any employee under the influence of any substance.
- M. The Service Provider will staff professionals in sufficient numbers to meet contract requirements.
1. A turnover rate of less than 25% will be maintained.
 2. A copy of the staffing plan for each of the facilities will be provided to the Sheriff's Office. This will include a staffing schedule for the new kitchen under construction at the Stockade that will be completed during the contract period.
 3. A monthly position control will be provided to the Sheriff's Office that reflects vacancies, days vacant, and positions filled.
 4. A monthly reconciliation will be provided to the Sheriff's Office that reflects hours worked monthly for each employee compared to required hours per position per month.
 5. A monthly report will be provided reflecting staff terminated, resigned, and hired.
- N. The Service Provider shall provide the Sheriff's Office with a copy of its training curriculum for kitchen cook/supervisor, kitchen associates and inmate labor. This includes a copy of its training program for cooks/supervisors in respect to direct supervision of inmate labor.
- O. The Service Provider shall provide the Sheriff's Office with a copy of its job descriptions of all personnel by position, including work assignments of inmates to be used.
- P. The Service Provider shall provide the Sheriff's Office with credentials of all cooks'/supervisors' certification in culinary management, shall keep such required

- credentials current, and shall keep such credentials on file in their on-site office. In addition, the Service Provider is to maintain in the food services area a record of orientation and continuing education opportunities offered by it and the individual accomplishments of staff in this regard.
- Q. The Service Provider shall provide a sign program (for display) of procedures to be followed by inmates assigned to kitchen as inmate labor.
- R. The Service Provider shall maintain an effective and efficient food service program that can be audited against established national, state, and local standards by:
1. Performing an annual internal Quality Improvement audit, which measures the effectiveness and efficiency of service and product, providing consistency with Florida Model Jail Standards and ACA standards.
 2. Submitting corrective action plans to PBSO for each audit criteria identified as being below the established thresholds in the audit within 30 days of the completion of such audit.
 3. Implement a written food service plan with clear objectives, site specific policies and procedures, and an annual evaluation of compliance.
- S. In addition to monetary penalties elsewhere identified herein, other failures to meet agreed upon goals and objectives shall obviate any Drug Farm payments due in the month in which the failure occurs.
- T. Statistical Data
1. The Service Provider shall keep statistical data in such areas that the Sheriff's Office and the Service Provider agree would be useful for evaluating the food service program and planning for its future.
 2. The Service Provider shall provide to the Sheriff's Office monthly (and annual summary) statistical reports as agreed upon. Where such reporting is not reasonable on a monthly schedule, then quarterly reporting is acceptable as approved by the Sheriff's Office.
- U. Inmate Grievances
1. The Service Provider shall maintain, under the Sheriff's Office's Inmate Grievance program, the opportunity for an inmate to file a written complaint regarding food services.
 2. The Service Provider shall establish a system for the receipt, investigation and response to each such grievance.
 3. The Service Provider shall keep a log of all such grievances received. The log shall include the date received, complainant name or other designation, nature of grievance, action taken, date of response and name of responder.
- V. Cost Containment
1. The Sheriff's Office is aware that the Service Provider has a corporate approach to containing costs and that the responsible administration of a cost-containment program can inure to the benefit of the Sheriff's Office as well as to the Service Provider. However, while cost containment is of concern to the Sheriff's Office, the accessibility, availability, and provision of good food services is of paramount importance.
 2. The Service Provider is to review this program on a regular basis to insure that the food services being provided for inmates is not compromised for the sake of cost-savings.
 3. Copies of analysis, findings, or other matters that report or detail the cost-containment program shall be furnished to the Sheriff's Office on a regular basis.
- W. The Service Provider will provide to the Sheriff's Office a list of emergency contact telephone numbers of its managerial and corporate staff. The Service Provider will also keep this list updated as changes occur.

SECTION II-7: SHERIFF'S OFFICE'S RESPONSIBILITIES

The Sheriff's Office shall be responsible for and shall bear the cost of the following:

- A. The Service Provider will be provided one (1) time issuance of small wares (knives, pans, cookware, bake-ware, spatulas, ladles, etc.) at the start of the Contract. The Service Provider will be responsible to supply, maintain, repair and replace small wares after the initial issuance. Increases in the amount of small wares will be coordinated through and purchased by the Sheriff's Office.
- B. The Sheriff's Office will provide beverage containers, thermal food trays, carts for the transport of the food trays, and non-disposable cups.
- C. The Sheriff's Office will provide house-keeping services for the employee dining areas of each correctional facility, but this does not include the kitchen facilities serving those areas. However, the Service Provider will be responsible for the neatness and orderliness of these dining areas during mealtimes.

SECTION II-8: INVENTORY

A formal joint Sheriff's Office/Service Provider inventory of all property located and used under this contract shall be completed within 30 days of the execution of this contract and conducted at least annually. Facility Management personnel should also participate in this inventory. An inventory of this nature shall also be completed within 30 days of the conclusion of this contract for any reason.

SECTION II-9: REQUIRED STAFFING COMPLEMENT

- A. The Service Provider will provide on-site food services staff necessary to carry out its functions. The parties agree that the following staffing pattern is to be maintained by the Service Provider during the term of this agreement and any extensions or renewals thereof.
- B. The Service Provider shall maintain a total staffing of 33 FTE's (full time equivalent personnel) as indicated in Tables One through Five below.

Staffing Plan

Table (1) One
(Site Manager)

Position	Avg/Hrs/Week	FTE
On-Site Director	40	1.00

Table (2) Two
(Main Detention Center)

Position	Avg/Hrs/Week	FTE
Manager	40	1.00
Lead Production / Asst. Manager	40	1.00
Production Cook / Supervisor	200	5.00
Production Supervisor	400	10.00

Table (3) Three
(Main Detention Center – Employee Dining Area)

Position	Avg/Hrs/Week	FTE
Production Cook / Supervisor	40	1.00
Production Supervisor	120	3.00

Table (4) Four
(Stockade)

Position	Avg/Hrs/Week	FTE
Manager	40	1.00
Lead Production / Asst. Manager	40	1.00
Production Cook / Supervisor	40	1.00
Production Supervisor	160	4.00

Table (5) Five
(West Detention Center / Eagle Academy)

Position	Avg/Hrs/Week	FTE
Manager	40	1.00
Production Supervisor	40	1.00
Relief Production Supervisor	80	2.00

- C. Staffing contract price adjustments for unfilled or absented staff positions shall be handled in accordance with Section IV-2.E.
- D. Tracking Compliance
1. The Service Provider shall maintain a daily record of staff attendance and filled positions and shall include in its billing any credits due to the Sheriff's Office for positions not filled or staffed as stated in the above staffing plan. This deduction for any non-filled (including absences) positions shall apply during the term of this Agreement and any extensions or renewals thereof.
 2. In computing the credits due to the Sheriff's Office for each month, the Service Provider shall prepare a report that:
 - a. Lists on a daily basis, all unfilled or absent positions;
 - b. Lists for each such position, the staff person's applicable daily salary or other set compensation for services for that day;
 - c. Lists the percentage applied for taxes, insurance and other employee benefits.

(See Section IV-2 of this Agreement for additional details regarding credits to be included in the Service Provider's billings).
 3. In order to provide an acceptable basis for the above adjustment, the Service Provider shall provide, within thirty days of the effective date of this agreement, an attachment that lists all staffing positions as stated above in the Staffing Plan and includes sufficient details as to daily, hourly or other salary basis and the percentage allocated for taxes, insurance and other benefits.
 4. Adjustments for absent staff positions will not apply to any full-time positions where the absence is in accord with verifiable Service Provider corporate policy for regular vacations, continuing education or attendance at company meetings; however, when such short term absences involve positions where the individuals' principal duties are in the direct provision of food services and the absences are for more than fourteen (14) consecutive days, the adjustments shall apply.
 5. In the event an unfilled or absented staff position is filled that day by a "temporary" person, that fact should be noted on the report sheet along with

his/her name and professional designation. Placement of a temporary person in an absented or unfilled position removes the assessment of a credit, provided that the temporary employee meets the credential requirements for the position.

6. The adjustments to reflect credits due to the Sheriff's Office for unfilled or absented staff positions are not intended in any way to decrease the Service Provider's responsibility to provide a full staff complement in accordance with this Agreement throughout its term. Where vacancies or absences occur, positions shall be filled with temporary staff, if necessary to ensure full coverage. In the event the position remains unfilled for a period exceeding fourteen (14) consecutive days, the daily credit due to the Sheriff's Office shall be three times the amount.

E. The Service Provider and the Sheriff's Office will work together to determine the appropriate number of county sentenced inmates (trusties) necessary to augment the kitchen staff at each facility, as well as their specific duties. This determination will be coordinated through the Commander of the Corrections Support Bureau, documented for each occurrence, and added to the contract file.

1. Trusties at the MDC may be utilized for general cleaning duties, movement of stock and supplies within the kitchen, and the handling of trays at the start and end of the food service line. They will not be utilized for any form of food preparation, cooking, or on the food service line itself. These trusties may also be used to deliver and return the food service carts to and from the vicinity of the housing units.
2. Trusties at the Stockade and the WDC may be utilized for general cleaning duties, movement of stock and supplies within the kitchen, and the handling of trays at the start and end of the food service line. They may also be utilized for food preparation, cooking, or on the food service line itself, under the direct supervision of the Service Provider. These trusties may also be used to deliver and return the food service carts to and from the vicinity of the housing units.

ARTICLE III

MENU (FOOD) REQUIREMENTS

SECTION III-1: SPECIFIC MENU REQUIREMENTS OF SERVICE PROVIDER

- A. The Service Provider will have a Registered Dietitian affirm, in writing, that each menu and recipe provides all requirements necessary to meet established National Research Council (Recommended Dietary Allowances), American Correctional Association Standards for Adult Local Detention Facilities and the Florida Model Jail Standards, incorporating the Recommended Dietary Allowance for appropriate age groups. All food items served will be nutritionally balanced, well planned, prepared and served in a manner that meets all established governmental health and safety codes.
- B. The breakfast and lunch meals served to the juvenile population must conform to the minimum portion and content regulations set forth by the NSLBP guidance. The time of day when meals are served must also conform to specified time parameters. The menu must be certified as NSLBP compliant.
- C. The Service Provider will develop a four (4) week cycle menu showing each meal date and day of the week for each group of inmates/residents with the same caloric requirements (i.e., the general inmate population, the Drug Farm, the NSLBP, etc.) A substitute (alternative) list will also be developed that compliments the 28-day menu cycle for use when substitutions are required: This list will be developed to ensure that the substitution meets the same caloric and nutritional levels and quality as the original.
- D. Menu revisions shall be implemented only with written approval of the Commander of the Support Bureau and when certified by a Registered Dietitian.
- E. Failure to meet the same caloric and nutritional levels and quality as the original when using substitutions in menus or recipes will result with the Sheriff's Office not being required to render payment for the affected meals.
- F. Recipes for all menus will be provided to the Corrections Support Bureau.
- G. Menus will include at least one (1) serving of milk per day.
- H. Menus will not include fish or fish products, pork or pork products, entrails, unnatural ingredients or binders.
- I. Menu item sizes will reflect the actual weight of the item being served and not the pre-cooked weight.
- J. The Sheriff's Office's Drug Farm residents, located at the Stockade, will require additional caloric requirements because of their physical activity.
- K. The Sheriff's Office's Eagle Academy residents will require additional caloric requirements presented by growth and/or physical activity and a higher juvenile requirement for calcium (1200 mg/day).
- L. The Eagle Academy will have a special menu that includes a mid-morning and evening snack. The snacks may consist of milk, juice, fruit, peanut butter sandwich or a combination thereof. (The snack items will add 800-900 calories per day to the master menu).
- M. A five (5) day supply of emergency rations will be maintained.
- N. Certain operations within the facilities will require "bag lunches" (cold meals) to be prepared on a regular basis (i.e., Court holding cells, Intake holding cells, Transport holding cells, etc.). These meals are to meet the minimum daily nutritional requirements.
- O. Special Management meals meeting the minimum daily nutritional requirements may be required to substitute regular meals in the event an inmate's behavior necessitates such action, as governed by FMJS and Sheriff's Office policy.
- P. The Service Provider shall provide notification to the Support Bureau whenever a food vendor change is made or to be considered.

SECTION III-2: CORRECTIONS INMATE MENU

The Sheriff's Office's highest concern is to provide quality food service; therefore, the Service Provider agrees to abide by the mandates of Section 509.292, Florida Statutes prohibiting a public food service establishment from misrepresenting food or food products.

- A. The entire meal cost will be deducted for the number of improper meals served: when meals are not prepared properly, according to approved menu and recipes; when meals are not of the proper portion; and/or when any portion of a meal is missing or substituted without prior written authorization by the Sheriff's Office.
- B. Invoices will include an itemized listing of meal credits and penalties for contract violations as well as credits to the Sheriff's Office for usage of USDA commodities.
- C. When a meal is to be served that varies from the original menu, the Sheriff's Office will determine delivery arrangements: No housing unit will receive mixed meals (i.e., different meals served to the same housing unit during the same mealtime due to menu alternations.)
- D. A certified dietitian, at no cost to the Sheriff's Office, must approve recipes and menus. The Commander of the Support Bureau must approve menu changes in writing.
- E. The Service Provider will post copies of each approved menu in a conspicuous area of the kitchens at each of the Sheriff's Office's Facilities.
- F. A holiday menu should be submitted at least one (1) month in advance of the holiday to the Corrections Operations' Major, through the Commander of the Support Bureau, for approval. Holiday meals are provided at no additional cost. The approved holidays are New Year's Day, Fourth of July, Thanksgiving Day and Christmas Day.
- G. Religious diets will be made available when coordinated through the Corrections Chaplain and approved by the Corrections Operations' Major. The religious diets will be specific and completed to meet religious requirements, furnished in writing to the Service Provider and re-written monthly.
- H. Special therapeutic diets will be made available to inmates when ordered by the physician, dentist or designee. Written instructions will be provided by the contracted inmate health care provider and will include information regarding the types and amounts of foods to be provided as well as stop and start dates.
- I. If inmates are utilized by the Service Provider, they shall not participate in the preparation of special or religious diets, "bag lunches", or special management meals. Inmates shall also not participate in the preparation of any meal served in a closed container.

SECTION III-3: NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAM (NSLBP)

The following rules are required for full compliance with the NSLBP:

- A. The Sheriff's Office will adhere to procurement standards specified in 7 CFR 210.21 when contracting with the Service Provider.
- B. The Sheriff's Office will ensure the Service Provider's operation conforms to this agreement.
- C. The Sheriff's Office will monitor the Service Provider operation through periodic on-site reviews.
- D. The Sheriff's Office will retain control of quality, extent and general nature of the food service.
- E. The Sheriff's Office will retain control of prices to be charged children.

- F. The Sheriff's Office will retain signature authority on the Service Provider contract, free and reduced price policy statement, and claims.
- G. The Sheriff's Office will ensure that federally donated foods made available to the Service Provider accrue only to the benefit of the Sheriff's Office's non-profit school food service and are utilized therein.
- H. The Sheriff's Office will maintain applicable health certifications and ensure that state and local regulations are met by the Service Provider for preparing or serving meals.
- I. The Sheriff's Office will adhere to all requirements of 7 CFR 210.21 in any contractual agreement with the Service Provider.
- J. The Sheriff's Office, in addition to adhering to procurement standards under 7 CFR 210.21, will ensure that:
 - 1. Invitation to bid or request for proposal (RFP) contains a 21 day cycle menu to be used as a standard for the purpose of basing bids or estimating average cost per meal.
 - 2. The Service Provider adheres to the cycle the first 21 days of meal service. Changes thereafter may be made with the Sheriff's Office's approval.
 - 3. Invitation to bid or RFP indicates that non-performance subjects the Service Provider to specified sanctions.
- K. Cost-plus-a-percentage-of-cost and cost-plus-a-percentage-of-income are prohibited. Allowing all receipts and expenses to accrue to the Service Provider is prohibited. Splitting profit constitutes cost plus % of income.
- L. Management fees established on a per meal basis are allowed.
- M. The Service Provider is to maintain such records the Sheriff's Office will need to support its claim for reimbursement.
- N. The Service Provider is to report its claim to the Sheriff's Office promptly at the end of each month.
- O. The Service Provider will have state or local health certification for any facility outside the school (Sheriff's Office facilities) in which it proposes to prepare meals and maintain the certification for duration of contract.
- P. The Sheriff's Office will make no payment for meals that are spoiled or unwholesome at time of delivery or do not meet detailed specifications, including such items as grade, purchase units, style, condition, weight, ingredients, formulation and delivery time, developed by the Sheriff's Office for each component specified in 7 CFR 210.12.
- Q. The contract will be no longer than one year and any options will be for no more than four years.
- R. The contract has a termination clause, where either party can cancel for cause with 60-day notification.
- S. The Service Provider will use federally donated foods received from the Sheriff's Office only to benefit the Sheriff's Office's non-profit school food service.
- T. The Service Provider will meet all state and local health regulations when preparing or serving meals at the Sheriff's Office's facilities.
- U. The Service Provider will adhere to the 21-day menu cycle the first 21 days of meal service and, thereafter, changes as approved by the Commander of the Sheriff's Office's Support Bureau.
- V. The Service Provider will maintain records to support claim for reimbursement and report claim information to the Sheriff's Office's Support Bureau promptly at the end of each month.
- W. The Service Provider will make records available to the Sheriff's Office upon request.
- X. The Service Provider will maintain state or local health certification for duration of contracts.
- Y. The Service Provider will make purchases in compliance with Procurement Standards, OMB Circular A-102, Attachment O.

- Z. The juvenile population that is eligible for the National School Lunch and Breakfast Program (less than twenty-one years of age) must be housed and fed separately from the adult population.
- AA. Food may not be used as a disciplinary tool by either withholding food service, isolating the youthful offender (for meals only) or by serving any type of so-called "mystery loaf". The eligible juvenile population for the NSLBP must be fed the same type of meal service at the normal time and location.
- BB. Each meal served to inmates participating in the NSLBP must be recorded on a permanent record indicating the date and time served.
- CC. The Sheriff's Office is accountable for compliance with all program rules and regulations and record keeping.

ARTICLE IV

COMPENSATION, FINANCIAL ADMINISTRATION

SECTION IV-1: BILLING

The Sheriff's Office shall remit payment of amounts due to the Service Provider within thirty (30) days of the receipt of the Service Provider's invoice as explained below, on or before the fifteenth (15th) day of each month. The Service Provider will prepare and submit separate invoices for each of the following four (4) facilities for services rendered for the previous calendar month, starting within the first (1st) day of the month and ending with the last day of the month, inclusive: Main Detention Center, Stockade, West County Detention Center, and Eagle Academy.

- A. Each invoice must include number of meals served daily for breakfast, lunch and dinner. Invoices must also include snacks served daily, if any.
- B. Meals for the Sheriff's Office's Drug Farm residents and juvenile inmates shall be specifically identified.
- C. A Contract Compliance Manager, an employee of the Sheriff's Office, will be provided and required for all contracts in excess of one million dollars. The Service Provider will be billed monthly for this manager on the basis of the value of their contract as a ratio of all contracts meeting the dollar value requirement. This credit will be indicated on the regular billing invoice.
- D. All USDA Commodities that are used will be credited to the Sheriff's Office at the fair market value established by the Federal Government for that product. This credit will be indicated on the regular billing invoice.
- E. The monthly invoice for the Eagle Academy shall be forwarded to the attention of its Superintendent.
- F. The monthly invoice for the jail facilities will be forwarded to the Commander of the Support Bureau, along with a copy of the respective Eagle Academy invoice.

SECTION IV-2: PAYMENTS TO THE CONTRACTOR

The Sheriff's Office will pay the Service Provider \$1.150 for each "Drug Farm" meal and \$0.879 for each inmate meal served at each of the three jail facilities. The cost per meal served for the Eagle Academy and participants in the NSLBP shall be \$1.269. The Sheriff's Office will make monthly payments (Net 30).

- A. The Sheriff's Office reserves the right to deduct damages from the monthly billing when the Service Provider is negligent by failing to exercise the proper degree of care to: the properties, the buildings and the equipment, defined as: not following the equipment manufacturers' recommended operation and cleaning; overloading; misuse; unsafe operation; improper use; or incompetence. Employee vandalism, inmate vandalism resulting from improper supervision, and grease build-ups on, in or around properties, buildings, or equipment are examples of and will be considered as improper care.
- B. In the event that the Service Provider does not maintain adequate employee staff, as described in their Proposal or in the contract, to provide services agreed upon, the Sheriff's Office may assign its employees to assist in the timely preparation of food. If this occurs, the Sheriff's Office shall deduct from any outstanding balance owed to the Service Provider all costs resulting from such assignment.
- C. The entire meal cost will be deducted for the number of improper meals served: when meals are not prepared properly, according to approved menu and recipes; when meals

are not of the proper portion; and/or when any portion of a meal is missing or substituted without prior written authorization by the Sheriff's Office. If one of or a combination of these events occurs three times within the same billing cycle, with or without prior approval of the Sheriff's Office, then the entire meal cost of all meals served at that facility for the affected mealtime will be deducted for that third occurrence and every occurrence thereafter until the end of that billing cycle.

- D. Salary reimbursement for the Sheriff's Office's personnel assigned to the food service areas will be based upon 16 hours per day at the MDC, 16 hours per day at the Stockade and 0 hours per day at the WDC. The daily total hours will be reflected as a deduction on the monthly invoice at a rate of \$17.00 per hour.

1. The Service Provider has chosen to utilize a Corrections Support Personnel (CSP) employee of the Sheriff's Office in the locations and during the hours listed above.
2. Corrections Support Personnel will be utilized for the general security of the kitchen area. The presence of the CSP does not relieve the Service Provider of any of its primary responsibilities regarding security or inmate supervision. The CSP may be assigned additional duties by the Sheriff's Office; however, these duties must not interfere with the general oversight of the kitchen area.

E. Adjustment for Unfilled or Absented Staff Positions

1. Payments will be adjusted to reflect deductions for absent or unfilled positions if any position remains non-filled for a period of more than fourteen (14) consecutive days. At the end of each month during the term of this Agreement, an adjustment shall be made that reflects a credit to Sheriff's Office for these unfilled or absent food services staff positions. This adjustment shall be computed as follows:
 - a. Determine the staff positions that were unfilled or absent during the month;
 - b. Compute the number of days each such position remained unfilled or absent (a full-time position that is unstaffed or unfilled for more than half of the customary working hours for that day);
 - c. Multiply the number of days by the daily rate for compensation, including taxes and benefits;
 - d. Combine the amounts for all unfilled or absent positions into a single total;
 - e. Add fifteen percent (15%) as a Sheriff's Office's administrative cost; and arrive at a final total to be used in making this monthly adjustment
 - f. Note that if any position remains non-filled for a period of more than fourteen (14) consecutive days, the deduction for that non-filled position shall be three times that amount.
2. This provision for crediting the Sheriff's Office for unfilled and absent staff positions is not intended to relieve the Service Provider of its obligation under this Agreement to provide the full complement of staff as indicated in this Agreement.

F. Other Cost Adjustments

The amounts due to the Service Provider for its services under this Agreement are subject to these further adjustments for, failure to maintain goals and objectives, failure to maintain accreditation standards, and inspection violations.

1. Failures to meet agreed upon goals and objectives shall obviate any Drug Farm payments due in the month in which the failure occurs.
2. Should any of the accreditations held by the Sheriff's Office or its contracted health care provider fail to be maintained as a result of an action(s) or inaction(s) on the Service Provider's part, then the Service Provider agrees to pay damages

in the amount of Fifty Thousand Dollars (\$50,000.00) which sum shall be a credit to the contract amount in the Sheriff's Office's favor.

3. The Service Provider will be responsible for payment of all fines, penalties and associated costs resulting from any inspection violations. The Service Provider will be penalized and monies deducted from the monthly billing statement as follows:

- a. One thousand dollars (\$1,000.00) for each aggravated violation reported by the Department of Health.
- b. One hundred dollars (\$100.00) for each violation reported by the Sheriff's Office's Jail Inspector.

G. Billings and Payments

1. The Service Provider's billings and the Sheriff's Office's payments are to reasonably conform to the following schedule
 - a. The Service Provider shall submit an invoice to the Sheriff's Office within 10 days of the close of each month.
 - b. The Sheriff's Office shall remit payment for services within 10 days of the receipt of the monthly billing.
 - c. Each monthly statement shall include minimally, the monthly meal costs, accrued and approved extra charges, and any credits.
 - d. Each monthly statement shall be adjusted by the Sheriff's Office for the monthly cost of the Contract Monitor, as provided by actual Sheriff's Office payroll records for the prior month.
 - e. All non-compliance items shall be credited quarterly within thirty (30) days of the end of each quarter. All related documentation shall be attached to the quarterly billing as submitted by the Service Provider and approved by the Sheriff's Office.
2. At the end of the initial term, or sooner if the agreement is so terminated, any balances of credits or extra charges not previously accounted, shall be included in the final accounting.

SECTION IV-3: NOTICES

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by overnight express, or mailed by certified mail, return receipt requested, or postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

For the Sheriff's Office: Colonel George Ottmer
Palm Beach County Sheriff's Office
Department of Corrections
3228 Gun Club Road
West Palm Beach, FL 33406-3001

For the Service Provider: John Varnado, President
Trinity Services Group, Inc.
380 Scarlet Blvd.
P. O. Box 1706
Oldsmar, FL 34677

ARTICLE V

EMPLOYEE CAFETERIA

SECTION V-1: EMPLOYEE CAFETERIA

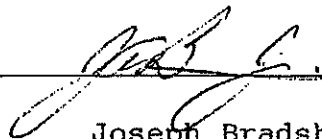
The Service Provider will operate a full service employee cafeteria in each of the three (3) jail facilities without subsidies or cost from the Sheriff's Office. The days and hours of operation shall clearly be posted as well as menu and price information. Inmates shall not work in or handle, prepare, or serve any food or beverage made available in these areas. The schedule of operation and menu shall be determined by market needs and assessment.

The operation of the employee cafeteria shall be assigned to Service Provider employees who possess the skills, knowledge and abilities in culinary management.

In addition to the applicable requirements mentioned previously in this contract, employees assigned to the employee cafeteria:

- A. Must provide a meal plan that is consistent with inmate meal planning regarding low fat gram and calorie content.
- B. Must complete food preparation in a timely manner with proper, clean attire.
- C. Must provide copies of procedures in cleanliness and general housekeeping, sanitation and food preparation, program for kitchen equipment maintenance, schedule/meal plan for specialty or seasonal meals, meal menu or programs for breakfast and lunch, with salad/soup bar and at least (2) two entrees.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

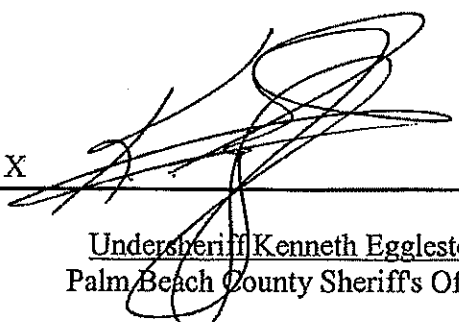
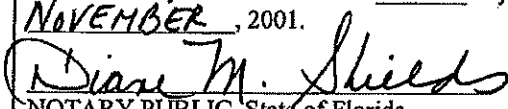


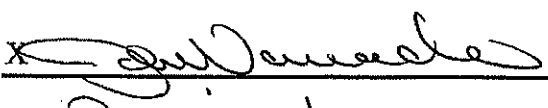
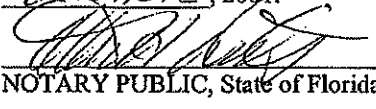

Joseph Bradshaw
Sheriff's Office Legal Advisor

Oct 12, , 2001

THIS AGREEMENT becomes effective upon execution by the authorized parties. Each party hereto represents and warrants that the individual executing this Agreement has full power and authority to do so; and that this Agreement constitutes a legal, valid and binding contract of such party.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day, month, and year as indicated below:

<div>X</div> <div></div> <div><u>Undersheriff Kenneth Eggleston</u> Palm Beach County Sheriff's Office</div> <div>Signed this <u>26</u> day of October, 2001 <u>NOVEMBER,</u></div>	<div>STATE OF FLORIDA COUNTY OF PALM BEACH</div> <div>BEFORE ME, the undersigned authority, personally appeared <u>Kenneth Eggleston</u>, by and on behalf of the PALM BEACH COUNTY SHERIFF'S OFFICE, and upon being first duly sworn, deposes and says: that he/she is the authorized representative of the PALM BEACH COUNTY SHERIFF'S OFFICE., and that he/she is executing the foregoing Agreement on behalf of said Office.</div> <div>WITNESS my hand and seal this <u>26</u> day of <u>NOVEMBER</u>, 2001.</div> <div> NOTARY PUBLIC, State of Florida</div> <div>My commission expires: <u>FEB. 23, 2002</u></div> <div><div>OFFICIAL NOTARY SEAL DIANE M SHIELDS NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC719426 MY COMMISSION EXP. FEB. 23, 2002</div></div>
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<div></div> <div><u>President</u> Trinity Services Group, Inc.</div> <div>Signed this <u>10</u> day of <u>October</u>, 2001</div>	<div>STATE OF FLORIDA COUNTY OF PALM BEACH</div> <div>BEFORE ME, the undersigned authority, personally appeared _____, by and on behalf of the TRINITY SERVICES GROUP, INC., and upon being first duly sworn, deposes and says: that he/she is the authorized representative of the TRINITY SERVICES GROUP, INC., and that he/she is executing the foregoing Agreement on behalf of said Office.</div> <div>WITNESS my hand and seal this <u>10</u> day of <u>OCTOBER</u>, 2001.</div> <div> NOTARY PUBLIC, State of Florida</div> <div>My commission expires: _____</div> <div><div><div>OTILIE A. DALTON Notary Public - State of Florida My Commission Expires Nov 18, 2004 Commission # CC958469</div></div></div>
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