

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	April 21, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

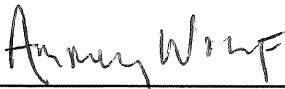
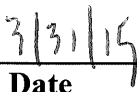
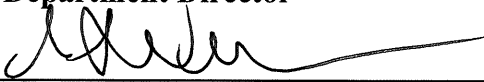
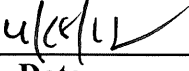
I. EXECUTIVE BRIEF

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, West Palm Beach.

Summary: Since July 2, 2012 when the Lewis Center opened, the County has been meeting its obligation to Lewis Center’s Lead Operator (“Goodwill”) to; i) produce meals meeting established dietary guidelines for adults and juveniles; and (ii) provide laundry service for bedding and towels, via an Agreement with the Sheriff (R2012-0885). Staff is recommending that the County continue to meet its obligations to Goodwill for food and laundry services through the use of the Sheriff’s facilities at the Main Detention Center (MDC) for another three year period. 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 Sheriff’s Food Service Provider. The term of the Agreement commences on June 19, 2015 and continues for three (3) years, with an expiration date of June 18, 2018, 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. Due to this being an on-demand contract with no minimum purchase requirement, the County is free to order as many or little meals as they desire, allowing the County to utilize alternate food production sources/approaches as determined to be appropriate on a case by case or longer term basis. **(FDO Admin) District 7 (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. In July 2012, the Lewis Center opened in West Palm Beach as the first such facility to be developed, as part of an envisioned countywide network of homeless resource centers. Homeless individuals and families contact the Lewis Center 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 them in ending their homelessness. Services are available to Palm Beach County’s homeless individuals and families on a 24-hour basis, 365 days per year.

- Attachments:**
- 1. Agreement
 - 2. Budget Availability Statement

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	\$22,584	\$65,338	\$60,338	\$45,253	
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$22,584	\$65,338	\$60,338	\$45,253	
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes ☒ No ☐

Budget Account No:

Fund 0001 Dept 148 Unit 1221 Object 3419

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

C. Departmental Fiscal Review: 4/2/15

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
OFMB 4/6/15 4/6/15 4/6/15 4/7

[Signature] 4/13/15
Contract Development and Control
4-13-15 B. W. H. H.

B. Legal Sufficiency:

[Signature] 4/13/15
Assistant County Attorney

C. Other Department Review:

[Signature]
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, September 15, 2011, September 19, 2012, June 13, 2013, September 24, 2013, September 29, 2014, ("Food Service Contract"). A copy of the most recent addendum 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 1 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.

This Agreement is expressly contingent upon the approval and execution of this Agreement by the Palm Beach County Board of County Commissioners and shall commence on June 19, 2015 (the "Effective Date") and 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 the 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 most recent 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, FL 33406
Fax: (561) 688-4565

Palm Beach County Sheriff's Office
Attn: George Forman, Deputy Director
3228 Gun Club Road
West Palm Beach, FL 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.

Section 7.05 No Third Party Beneficiary.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Sheriff's Office.

Section 7.06 Non-Discrimination.

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The Sheriff has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Sheriff does not have a written non-discrimination policy or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that Sheriff will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

(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

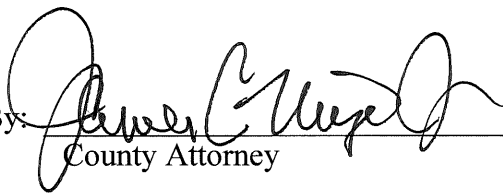
COUNTY:

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

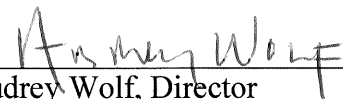

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By:  _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

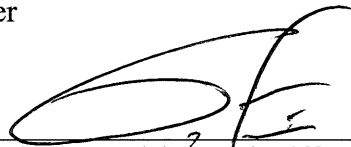
By:  _____ 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

By:  _____

SHERIFF:

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

By:  _____
Ric L. Bradshaw, Sheriff or Designee

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

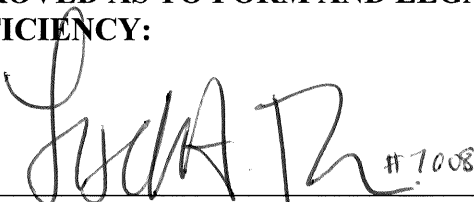
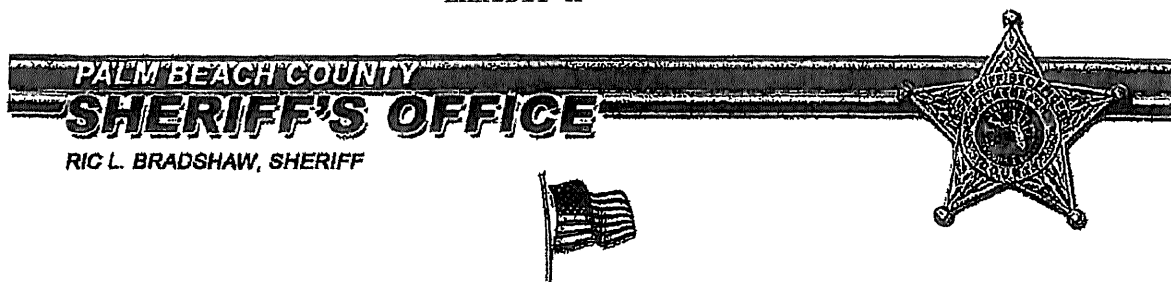
By:  #7008
Sheriff's Legal Advisor

EXHIBIT A



SIXTEENTH ADDENDUM TO THE FOOD SERVICE CONTRACT

SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.

This Sixteenth Addendum to the Food Service Contract by and between Trinity Services Group, Inc. (hereinafter referred to as "Contractor"), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"), is dated this 21st day of September, 2014. The Contractor and Sheriff shall hereinafter be collectively referred to as the "Parties."

WHEREAS, the Parties executed a Food Service Contract 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, June 23, 2010, September 15, 2011, September 19, 2012, and September 15, 2011, September 19, 2012, June 13, 2013, and September 24, 2013 (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, 2014.

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, 2014, the Sheriff and Contractor agree to extend the contract for one (1) additional year through September 30, 2015.
2. Effective October 1, 2014, the meal prices shall be as follows:

MEAL	CURRENT PRICE	% INCREASE	INCREASE	NEW PRICE
General Population	\$0.8986	1.11%	.0100	\$0.9086
Juvenile	\$1.3367	0.77%	.0103	\$1.3470
Kosher	\$3.9500	0.25%	.0100	\$3.9600
Religious Alternative Diet	\$2.0000	0.50%	.0100	\$2.0100

3. This extension includes the following provisions:
- a. Upon expiration of this Sixteenth 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 Sixteenth 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:
 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.

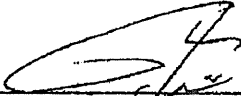
4. In all other respects, the terms and conditions of the Agreement, as amended shall continue unchanged and remain in full force and effect.

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

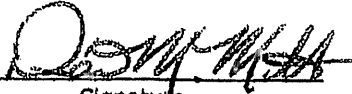
Trinity Services Group, Inc.

BY:



Ric L. Bradshaw or Designee

BY:



Signature

Print Name: George Forman

Print Name: David H. Miller

Title: Chief Operating Officer

Title: Chief Operating Officer

Date: 9/25/14

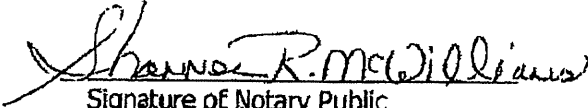
Date: 9/29/14

STATE OF FLORIDA
COUNTY OF PALM BEACH

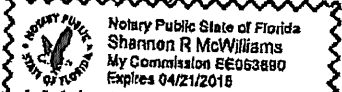
STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was
acknowledged before me this
25 day of September,
2014, by George Forman
as Designee
for Sheriff Ric Bradshaw

The foregoing instrument was
acknowledged before me this
29 day of September,
2014, by David H. Miller
as Chief Operating Officer
for Trinity Services Group

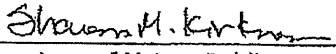


Signature of Notary Public

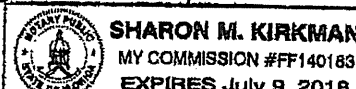


Print, type or stamp commissioned
Name of Notary

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



Signature of Notary Public



Print, type or stamp commissioned
Name of Notary

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

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: April 21, 2015 **REQUESTED BY:** Denise Coffman **PHONE:** 561-233-0220
FDO

PROJECT TITLE: PBSO reimbursement for HRC food and laundry services **FAX:** 561-233-0206
PROJECT NO.: n/a

ORIGINAL CONTRACT AMOUNT: **BCC RESOLUTION#:**

REQUESTED AMOUNT: **DATE:**

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

**PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:**

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	<u>\$22,584</u>	<u>\$65,338</u>	<u>\$60,338</u>	<u>\$45,253</u>	
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$22,584</u>	<u>\$65,338</u>	<u>\$60,338</u>	<u>\$45,253</u>	

**# ADDITIONAL FTE
POSITIONS (Cumulative)** _____

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 0001 **DEPT:** 148 **UNIT:** 1221 **OBJ:** 3419

FUNDING SOURCE (CHECK ALL THAT APPLY): ☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: Gayane Malhokhi **DATE:** 4/21/15

ENCUMBRANCE NUMBER: