



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**


Fiscal Years	2023	2024	2025	2026	2027
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	\$40,000	\$235,000	\$235,000	\$235,000	\$235,000
<b>External Revenues</b>					
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>NET FISCAL IMPACT</b>	\$40,000	\$235,000	\$235,000	\$235,000	\$235,000
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					
<b>Is Item Included in Current Budget:</b>	Yes	<u>X</u>	No		
<b>Does this item include the use of federal funds:</b>	Yes		No	<u>X</u>	
<b>Budget Account No:</b>					
Fund <u>0001</u> Dept <u>148</u> Unit <u>1221</u> Object Code <u>3419</u>					\$40,000.00
Fund _____ Dept _____ Unit _____ Revenue Source _____					

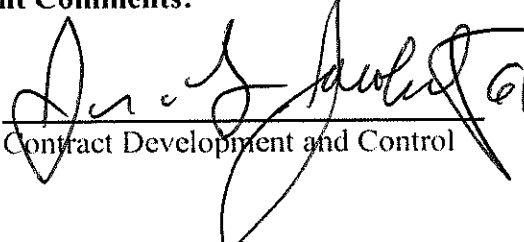
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
Ad valorem

**C. Departmental Fiscal Review:** 

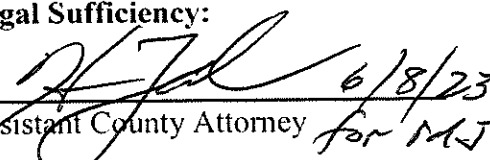
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 6/1/23  
OFMB QA 5/31 AMF 5/31  
MG 6/1

 6/2/23  
Contract Development and Control

**B. Legal Sufficiency:**

 6/8/23  
Assistant County Attorney for MSJ

**C. Other Department Review:**

  
Department Director

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

**Background and Justification (continued):** On May 1, 2007, the Board of County Commissioners (Board) 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 was 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. Subsequently, the Lewis Annex opened to further meet the needs of the community. During the peak of the COVID19 pandemic, Melissa's Place was established as a non-congregate shelter and eventually transitioned to serve as a homeless resource center. Three (3) community agencies offer high quality services to individuals at the homeless resource centers. Services are available to Palm Beach County's homeless individuals and families on a 24-hour basis, 365 days per year.

**AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into on \_\_\_ day of \_\_\_\_\_ 2023 , 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 the West Detention Center ("WDC") located at 38811 James Wheeler Way, Belle Glade, Florida 33430; 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, September 1, 2015, November 9, 2015, March 9, 2016, September 29, 2016, September 28, 2017, October 2, 2017, October 16, 2018, September 17, 2019 October 1, 2020 and December 15, 2022 ("Food Service Contract"). Copies of the most recent addenda reflecting the current contract term and pricing are attached as Exhibits "A" and "B"

**WHEREAS**, the Sheriff manages and operates a full service commercial laundry facility within the MDC and WDC which has sufficient inventory to provide linens for use by the County and sufficient capacity to launder such linens, without the addition of staff or other resources; and

**WHEREAS**, the County is operating the Homeless Resource Center ("HRC" or "Lewis Center") located at 1000 45th Street, West Palm Beach, Florida; the Lewis Center Annex, a temporary extension of the HRC, located at 673 Fairgrounds Road, West Palm Beach, Florida; and a non-congregate shelter for the county's western communities (Melissa's Place located at 1749 E. Main St., Pahokee, Florida; and intends to start operating in August of 2023 the Central County Housing Resource Center ("CCHRC") located at 3680 Lake Worth Rd., Lake Worth, Florida, through a contracted operator ("Operator"); once the CCHRC is fully operational, the Lewis Center Annex will close, 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, the Lewis Center Annex, and the CCHRC; 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, the Lewis Center Annex, the CCHRC and Melissa's Place, 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, the Lewis Center Annex, and the CCHRC, and linens only at Melissa's Place; (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. The parties recognize that County will be opening the CCHRC in 2023 and transitioning the residents of the Lewis Center Annex to the CCHRC before closing the Lewis Center Annex, and agree to work together to ensure a smooth transition and that sufficient meals and linens are at each location during the transition.

**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, 2023 (the "Effective Date") and extend for a period of five (5) 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 four (4) low sodium meal types (general population, medical, juvenile/enhanced and religious alternative diet/kosher), which can be prepared to meet the dietary requirements of a regular, vegetarian or diabetic diet, at the prices

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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 1500 hours at least 2 days prior, the County shall email the Sheriff the quantity, type, diet and packaging choice of meals to be ready for pick-up by the County. For orders scheduled for delivery on a Saturday or Sunday, the County shall email the Sheriff no later than 1500 hours on Thursday. 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 for the HRC, the Lewis Center Annex, and the CCHRC is five hundred and eighty-five (585) (3 meals per day for 195 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 at least 2 business days in advance and prior to 1500 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, the Lewis Center Annex and the CCHRC and for the return of the dirty trays to the Sheriff. The Sheriff shall monitor the number of trays taken to the HRC/Lewis Center Annex/CCHRC 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

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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 WDC 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 or WDC which impact the Sheriff's obligations under this Agreement and shall utilize good faith efforts to reach an 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 an 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 WDC and in the quantity specified by the County to accommodate the maximum of three hundred and sixty-five (365) residents of the HRC, the Lewis Center Annex, the CCHRC and Melissa's Place, which will be made available to County at no cost. Pillowcases are not required at facilities where the mattresses have integrated pillows. 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 and WDC 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, the Lewis Center Annex, the CCHRC and Melissa's Place taking into consideration the available storage space at each location for storage of both clean and dirty linens, in order to minimize the number of linen transports between the County facilities and the MDC or WDC.

At least once each year the Sheriff will supply the necessary amount of new linens, equal to an allotment according to the total number of beds at each location, at no cost to the County. Additional requests, over and above the annual allotment, will be paid for by the County. The distribution of these new linens may occur over a period of 12 months and is not required to be fulfilled all at one time. The annual allotment is based on the current bed space of 365 residents (sheets, towels, blankets, and pillow cases).]

The County shall coordinate with the Sheriff's Laundry Unit Manager and/or his/her designee as needed for the drop off and pickup of linens by the County on a predetermined day based on holidays, staffing availability and exigent circumstances. Before each hurricane season, the Sheriff's Corrections Contracts Compliance Division Manager will coordinate with the County to determine the estimated need for additional linens in case of a hurricane(s), and when, prior to the hurricane(s), such linens would be picked up for transportation by the County. Unused



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linens, distributed to the County in the preparation of an impending hurricane(s) shall be returned to the MDC Laundry Unit by the County within ten (10) calendar days. Items not returned shall be paid for by the County if they exceed the annual allotment outlined in Section 4.01.

**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 or WDC. The Sheriff shall monitor the quantity of linens taken to the HRC, the Lewis Center Annex, the CCHRC and Melissa's Place (for use and storage) and those returned. The drop off and pick up of the linens shall be scheduled directly between the Sheriff's Laundry Unit Manager and/or his/her designee with the County's HRC Executive Director. The scheduled drop off and pickup day(s) shall be at least once per week, based on the amount of materials, the availability of staff, holidays, weekends and any other exigent circumstances. Drop off and pick up may require an extra day should the volume of materials interfere with the operational day-to-day responsibilities of the Sheriff's Laundry Unit. The Laundry Unit Manager and/or his/her designee shall have the exclusive right to determine the period(s) that may require additional time to process the County's HRC linens.

The County shall return damaged linens to the Sheriff. Clean replacement linens shall be provided by the Sheriff on a 1:1 basis and included in 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 WDC, and shall faithfully observe in the operation of the laundry facilities at the MDC and WDC 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, and the County shall have no reimbursement obligations for any costs not agreed to by the County Attorney's Office and the Sheriff's Legal Advisors.

**Section 5.02 Joint Defense Agreement.**

In the event of any litigation as contemplated in Section 5.01, the Sheriff and County may 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 Isami Ayala-Collazo, Director, Facilities Development & Operations, whose telephone number is (561) 233-1447, 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 Stephanie Peskowitz, Division Manager, Corrections Contracts Compliance Division, whose telephone number is (561) 688-4439 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-

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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) 233-0200

(b) If to the Sheriff at:

Corrections Security Bureau, Operations Major  
Attn: Stephanie Peskowitz, Division Manager,  
3228 Gun Club Road  
West Palm Beach, FL 33406  
Fax: (561) 688-4565

Palm Beach County Sheriff's Office  
Attn: George Forman, Chief Operating Officer  
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 Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or Sheriff's Office.

**Section 7.06 Non-Discrimination.**

The Sheriff warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

**Section 7.08 Severability.**

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Section 7.09 E-Verify – Employment Eligibility.**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of its contractors and subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Either party shall terminate this Agreement if it has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

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PBSO/ HRC Food and Laundry Service Agreement

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:

JOSEPH ABRUZZO, Clerk of the Circuit Court and Comptroller

COUNTY:


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

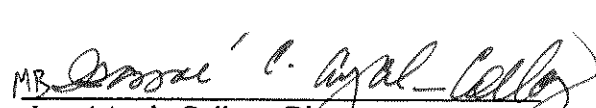
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By:   
County Attorney for NAS

By:   
Isami Ayala-Collazo, Director  
Facilities Development & Operations

WITNESS:

SHERIFF:

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

By: \_\_\_\_\_

By: Feeneey, Terence P. Digitally signed by Feeneey, Terence P. Date: 2023.06.01 11:49:35 -04'00'  
\_\_\_\_\_  
Ric L. Bradshaw, Sheriff or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


By:   
\_\_\_\_\_  
Sheriff's Legal Advisor

EXHIBIT "A"



TWENTY-FIFTH ADDENDUM TO THE FOOD SERVICE CONTRACT

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

This Twenty-Fifth 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 1st day of October, 2020. 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, June 13, 2013, September 24, 2013, September 29, 2014, September 1, 2015, November 9, 2015, March 9, 2016, September 29, 2016, September 28, 2017, October 2, 2017, October 16, 2018 and September 17, 2019 (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.

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, 2020 through September 30, 2025, the Sheriff and Contractor agree to extend the contract for five (5) additional years.
2. Pricing will be changed to sliding scale shown below for all non-Kosher meals. Kosher meals will change from \$3.9764 to \$3.70. For billing purposes, the price per meal applied to non-Kosher meals will be determined by adding all meals served for the period, divided by the number of days in the period, divided by 3 meals/day.

**EXHIBIT "A"**

<b>TRINITY SERVICES GROUP</b>			
PBCSO - Combined Main Jail & Belle Glade			
Meals Served Sliding Scale			
FROM	TO	PRICE	
Up to	- 1.199	TBD	
1.200	- 1.249	\$	1.908
1.250	- 1.299	\$	1.851
1.300	- 1.349	\$	1.799
1.350	- 1.399	\$	1.751
1.400	- 1.449	\$	1.706
1.450	- 1.499	\$	1.664
1.500	- 1.549	\$	1.625
1.550	- 1.599	\$	1.588
1.600	- 1.649	\$	1.554
1.650	- 1.699	\$	1.525
1.700	- 1.749	\$	1.498
1.750	- 1.799	\$	1.473
1.800	- 1.849	\$	1.450
1.850	- 1.899	\$	1.426
1.900	- 1.949	\$	1.405
1.950	- 1.999	\$	1.385
2.000	- And over	\$	1.364
Kosher		\$	3.700

3. Contractual CPI cap will change from 3.0% per year to 2.0%. Pricing on all meal types will be adjusted at the beginning of each fiscal year (October 1<sup>st</sup>) to be on par with CPI Food Away from Home - South (CPI-FAFH-South) capping any increases to 2.0% each year.
4. Each day will consist of two (2) shifts: 12:00 AM through 10:00 AM, and 10:00 AM through 8:00PM. Trinity will provide six (6) additional employees at each location. SHERIFF will provide eight (8) inmate workers/trustees per shift at each location daily. Shift schedule attached as Exhibit A.
5. SHERIFF reserves the right to reintegrate Inmate Workers.
6. Current menu will be unchanged. Current menus attached as Exhibit B.
7. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

EXHIBIT "A"

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: Feeney, Terence P. Digitally signed by Feeney, Terence P.  
Date: 2020.10.01 13:19:25 -0400  
Ric L. Bradshaw or Designee

BY: David M. Miller  
Signature

Print Name: Terence Feeney

Print Name: David M. Miller

Title: Chief Procurement Officer

Title: Chief Operating Officer

Date: October 1, 2020

Date: October 2, 2020

STATE OF FLORIDA  
COUNTY OF PALM BEACH

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 1 day of October, 2020, by Terence Feeney as Chief Procurement Officer for Palm Beach County Sheriff's Office

The foregoing instrument was acknowledged before me this 2nd day of October, 2020, by David M. Miller as Chief Operating Officer for Trinity Services Group

Brandy Brown

Sonia H. Jackson



Print Name of Notary

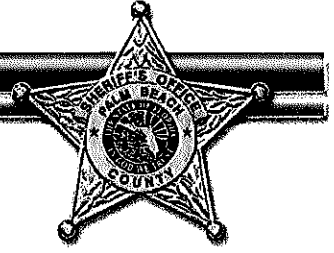
Print Name of Notary

Personally Known  or Produced Identification   
Type of Identification Produced           

Personally Known  or Produced Identification   
Type of Identification Produced



**EXHIBIT "B"**



**TWENTY-EIGHTH ADDENDUM TO THE FOOD SERVICE CONTRACT**  
**SHERIFF RIC L. BRADSHAW AND TRINITY SERVICES GROUP, INC.**

This Twenty-Eighth 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 15th day of December, 2022. 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, June 13, 2013, September 24, 2013, September 29, 2014, September 1, 2015, November 9, 2015, March 9, 2016, September 29, 2016, September 28, 2017, October 2, 2017, October 16, 2018, September 17, 2019, October 1, 2020, September 23, 2021 and August 4, 2022 (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,

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, 2022, pricing will be updated as follows:

TRINITY SERVICES GROUP		
PBSO - Combined Main and West Detention Centers		
Meals Served Sliding Scale		
FROM	TO	PRICE
Up to	1,199	TBD
1,200	1,249	\$2.13
1,250	1,299	\$2.07
1,300	1,349	\$2.01
1,350	1,399	\$1.96
1,400	1,449	\$1.90
1,450	1,499	\$1.86
1,500	1,549	\$1.81
1,550	1,599	\$1.77
1,600	1,649	\$1.74
1,650	1,699	\$1.70
1,700	1,749	\$1.67
1,750	1,799	\$1.64
1,800	1,849	\$1.62
1,850	1,899	\$1.59
1,900	1,949	\$1.57
1,950	1,999	\$1.55
2,000	And over	\$1.52
Kosher		\$3.47

EXHIBIT "B"

2. In all other respects, the terms and conditions of the Agreement shall continue unchanged and 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: Feeney, Terence P. Digitally signed by Feeney, Terence P. Date: 2022.12.15 12:22:24 -05'00'  
Ric L. Bradshaw or Designee

BY: James M. Perry  
Signature

Print Name: Terence Feeney

Print Name: James M. Perry

Title: Chief Procurement Officer

Title: Sr. Vice President

Date: December 15, 2022

Date: 12/16/22

STATE OF FLORIDA  
COUNTY OF PALM BEACH

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of DECEMBER, 2022, by TERENCE FEENEY as CHIEF PROCUREMENT OFFICER for PALM BEACH SHERIFF'S OFFICE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2022, by James M. Perry as Sr. Vice President for Trinity Services Group, Inc.

R. Dellaquila  
Signature of Notary Public RENATA DELLAQUILA  
Notary Public-State of Florida  
Commission # HH 186623  
My Commission Expires October 14, 2025

Sonia H Jackson  
Signature of Notary Public  
Notary Public State of Florida  
Sonia H Jackson  
My Commission  
HH 230977  
Exp. 6/15/2026

Print, type or stamp commissioned Name of Notary

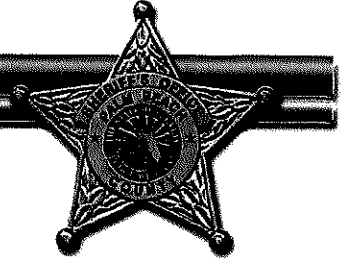
Print, type or stamp commissioned Name of Notary Sonia Jackson

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**PALM BEACH COUNTY**  
**SHERIFF'S OFFICE**

RIC L. BRADSHAW, SHERIFF



**INTER-OFFICE MEMORANDUM**

**TO:** Chief Deputy Frank DeMario  
Chief Operating Officer George Forman  
Chief Procurement Officer Terence Feeney

**DATE:** June 24, 2022

**FROM:** Sheriff Bradshaw

A handwritten signature in black ink, appearing to be "R. Bradshaw", written over the "FROM:" line.

**SUBJECT:** Authorization to Sign PBSO Related Documents

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This memorandum shall serve as the written authorization that Chief Deputy Frank DeMario, Chief Operating Officer George Forman and Chief Procurement Officer Terence Feeney may sign any and all documents related to the Palm Beach County Sheriff's Office as it relates to the business of the Agency.

**TO:** ALL BUSINESS OPERATIONS PERSONNEL  
**FROM:** BRENDA ZNACHKO  
DIRECTOR, BUSINESS OPERATIONS  
**PREPARED BY:** BUSINESS OPERATIONS  
**SUBJECT:** ELECTRONIC SIGNATURES  
**PPM #:** BOD-001

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**ISSUE DATE**  
July 24, 2019

**EFFECTIVE DATE**  
July 24, 2019

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**PURPOSE:**

To establish a policy and procedure for permitting electronic signatures

**UPDATES:**

Future updates to this PPM are the responsibility of the Business & Community Agreements Manager ("BCAM").

**AUTHORITY:**

- Chapter 668, Florida Statutes, Electronic Signature and Electronic Transaction Acts, as may be amended.
- PPM CW-R-010, Electronic Signatures – Electronic Transactions, as may be amended.
- PPM FDO-B-003, Signature Authority, as may be amended.

**DEFINITIONS:**

*Automated transaction* means a transaction conducted or performed, in whole or in part, by electronic means or electronic records, in which the acts or records of one or both parties are not reviewed by an individual in the ordinary course in forming a contract, performing under an existing contract, or fulfilling an obligation required by the transaction (including a transaction where an agreement is executed by one or both parties and emailed to the respective party as the original copy of the executed document).

*Electronic* means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

*Electronic signature* means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: May 4, 2023 REQUESTED BY: Melicia Wilson/FDO PHONE: 561-233-2544

PROJECT TITLE: PBSO Reimbursement for HRC Food and Laundry Services. (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$40,000

BCC RESOLUTION#:

CSA or CHANGE ORDER NUMBER:

DATE:

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO Reimbursement for HRC Food and Laundry Services.

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

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

PBSO Reimbursement for HRC Food and Laundry Services.

TOTAL OPERATING COST FY 2023 \$40,000.00

\* By signing this BAS your department agrees to these CID staff charges 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. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 0001 DEPT: 148 UNIT: 1221 OBJ: 3419 - \$40,000
0001 148 1223 3419 - \$0

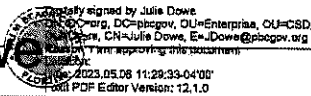
IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$40,000) Infrastructure Sales Tax (Amount \$)
State (source/type: Amount \$) Federal (source/type: Amount \$)
Grant (source/type: Amount \$) Impact Fees: (Amount \$)
Other (source/type: Amount \$)

Department: Community Services Department

BAS APPROVED BY:

Julie Dowe



DATE

ENCUMBRANCE NUMBER: