

## FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between Collin County, with principal offices located at 2300 Bloomdale Road, McKinney, TX 75071 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

### WITNESSETH:

**WHEREAS**, Client has issued a Request for Proposal for Inmate Food Services Management ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

**WHEREAS**, Client desires to accept the Proposal and avail itself of Trinity's services; and

**WHEREAS**, Trinity desires to perform such services for Client.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

### ORDER OF PRECEDENCE

Any inconsistency in this contract shall be resolved by giving precedence in the following order:

1. The provisions of the RFP
  - a. BAFO Requests from the County/Clarifications (in order of date from most recent to oldest)
  - b. All Addenda and County's Responses to Questions
  - c. RFP, including all RFP Attachments and Exhibits
2. The Food Services Agreement
3. Trinity's Submitted BAFO and Clarifications (in order of date from most recent to oldest)
4. The Terms of Trinity's Proposal as agreed in Negotiation (Proposal Version II)

### SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services (excluding vending machines and self-service coffee service in the Sheriff's office and Juvenile's administration building/s and/or detention center/s, or upon notice from the Client, emergency meals provided by local non-profit organizations, or occasional fundraisers, and inmate commissary) at the Collin County Sheriff's Office (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

### SECTION 2. TRINITY'S RESPONSIBILITIES

**2.1.** Pursuant to the terms, conditions and requirements of the RFP, including but not limited to the RFP, RFP attachments and terms and conditions, all addenda, the County's responses to all questions, the Proposal, and Trinity's Best and Final Offer, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate

and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the Texas Jail Standards regarding food service and the requirements set forth in the RFP.

**2.2.** Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

**2.3.** Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

**2.4.** Trinity shall perform all necessary cleaning of equipment and areas outlined in §6.6 General Sanitation and Safety. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

**2.5.** All records shall be kept on file by Trinity during the term of the Agreement and renewal periods and for a period of three (3) years after the Agreement terminates, unless state law requires a longer retention period (see Texas State Library & Archives Comm'n, Local Schedule PS, Retention Schedule for Records of Public Safety Agencies, 13 TAC 7.125). Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

**2.6.** Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

**2.7.** Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment



wear and tear and other responsibilities of the Client as defined in Section 3, as far as it is consistent with §6.25.3 and §6.25.4 of the RFP.

**2.8.** In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

### **SECTION 3. CLIENT'S RESPONSIBILITIES**

**3.1.** Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space. Sufficient inmate labor for normal operations is fourteen (14) inmates. If inmate labor provided by the Client drops below ten (10) inmates for a period of fourteen (14) consecutive days, then the Client and Trinity will meet to discuss possible price adjustments or other accommodations until inmate labor returns to 14 inmates.

**3.2.** Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

**3.3.** Intentionally Omitted.

**3.4.** Client will reimburse Trinity at Trinity's cost for all paper products used during Force Majeure events defined in this Agreement that exceed 72 hours.

**3.5.** Client shall not, during the term of this Agreement, actively solicit to hire any Trinity employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity. The foregoing does not prevent an employee of Trinity to respond to employment advertisements issued by the Client or prevent an employee of Trinity from seeking employment with the Client based on the employee's own volition.

**3.6.** Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

## **SECTION 4. FINANCIAL ARRANGEMENTS**

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

## **SECTION 5. INDEMNIFICATION, INSURANCE AND BONDS**

**5.1.** Each party will remain the employer of its own employees, principal to its own agents, and owner of its own property. The parties are not agreeing to act as co-employers by virtue of this agreement alone.

A party will not be liable to the other party for claims or damages arising from the acts or omissions of the party's employees or contractors. A party will defend, indemnify, and hold harmless the other party for all claims and damages arising from the alleged acts or omissions of the party's employees or contractors.

A party will not sue the other party for personal injuries or property damages resulting from the acts or omissions of the party's employee's or contractors, including (1) personal injury or property damage suffered by the party or its own employees or contractors; or (2) personal injury or property damage suffered by persons who are not a party to this agreement. But this provision does not restrict a party from suing the other party for personal injuries or property damage that results from the acts or omissions from the other party or its employees. Also, this provision does not limit a party's right to assert its third-party-practice rights, including the right to designate the other party as a responsible third party, in the context of a claim by a person who is not a party to this agreement.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent, who is an individual, of a party. If a person, who is not a party to this agreement, files or asserts a claim against a party to this agreement, then the parties will assert and pursue all immunity and other defenses against the claim.

The parties do not intend to create a claim or right for any person who is not a party to this agreement.

"Claims or damages" means all types of claims, demands, and disputes, and all types of damages, including personal injury, damage to real or personal property, fines or penalties, attorney's fees, expert costs, litigation or ADR cost, and interest. "Acts or omissions" means all types, including those constituting negligence, gross negligence, any sort of misrepresentation, breach of contract, ~~and~~ violation of statute, or other actionable conduct. "Third-party-practice rights" means all forms of third-party practice, including claims for contribution or indemnity, defenses (proportionate responsibility), and practice under Rules 37–41 of the TRCP and chapters 32 and 33 of the TCPRC or their counterparts in other jurisdictions. This section's rights and duties apply at all stages of a dispute or lawsuit.

**5.2.** Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.



**5.3.** Trinity shall obtain and maintain insurance as required by the terms of the RFP. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects such coverage prior to the commencement of Services hereunder.

**5.4.** Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

**5.5.** Trinity shall obtain and maintain payment and performance bonds as outlined in §5.18 of the RFP and incorporated herein as Attachment A and Attachment B.

## **SECTION 6. COMMENCEMENT AND TERMINATION**

**6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall be for five (5) years beginning upon execution of this Agreement. Trinity's food service operations will start 8 weeks after execution of the Agreement and continuing for two (2) optional one (1) year terms thereafter upon mutual consent of the parties.

**6.2.** Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

**6.3** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than a Force Majeure Event stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

**6.4.** Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

## **SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP**

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

## **SECTION 8. FORCE MAJEURE**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: Acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or

blockages in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

## **SECTION 9. ASSIGNMENT**

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

## **SECTION 10. ENTIRE AGREEMENT AND WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

## **SECTION 11. NOTICES**

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Collin County Sheriff's Office  
4300 Community Avenue  
McKinney, TX 75071

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale Road, Ste 4192  
McKinney, TX 75071

Collin County Purchasing  
2300 Bloomdale Road, Ste 3160  
McKinney, TX 75071

If to Trinity: Trinity Services Group, Inc.  
Attn: Chief Operating Officer



477 Commerce Boulevard  
Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.  
Attn: General Counsel  
1260 Andes Boulevard  
St. Louis, MO 63132

## **SECTION 12. CONFIDENTIALITY**

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

## **SECTION 13. SEVERABILITY**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

## **SECTION 14. EXECUTION**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall

become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

#### **SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court within Collin County, Texas.

#### **SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

**(SIGNATURE PAGE FOLLOWS)**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals.

**Collin County**

DocuSigned by:

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

*Michelle Charnoski*

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Printed Name: Michelle Charnoski, NIGP-CPP, CPPB

Title: Purchasing Agent \_\_\_\_\_

Date: 8/25/2023  
\_\_\_\_\_

Court Order No. 2023-691-08-14

**Trinity Services Group, Inc.**

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

*James M. Perry*

Printed Name: James M. Perry

Title: Sr. Vice President

Date: 8/8/23  
\_\_\_\_\_



## **EXHIBIT A FINANCIAL ARRANGEMENTS**

### **I. PRICE PER MEAL**

Client shall pay Trinity the price per meal as detailed in Schedule 1 and incorporated herein by this reference. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices may be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available ninety (90) days prior to the contract anniversary date and shall be communicated to the Client at least thirty (30) days prior to the effective date of the new prices; additionally, as outlined in §5.8 of the RFP Price Redetermination, a price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month and forty-eight (48) month anniversary date of the contract. Any request for redetermination will require a minimum of thirty (30) days written notice, prior to the date of the increase and all requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Contractor's past experience of honoring contracts at the quotation price will be an important consideration in the evaluation of the lowest and best quote. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

### **II. PAYMENT TERMS**

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall make payments in accordance with V.T.C.A. 2251.021 Time for Payment by Government Entity.

### **III. BASIS OF FINANCIAL TERMS**

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

**SCHEDULE 1****Pricing****Total \$2,783,294.21**

<b>Line No.</b>	<b>Line Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>
1	Adult Inmate Meals (CCADF)	1,010,100	Meal	\$2.1870	\$2,209,088.70
2	Adult Inmate Meals (Minimum Sec.)	69,125	Meal	\$2.1870	\$151,176.38
3	Special/Modified/Medical Diets (Adult)	1,643	Meal	\$2.1870	\$3,593.24
4	Juvenile Meals (inclusive of snack at dinner)	76,736	Meal	\$2.3770	\$182,401.47
5	Special/Modified/Medical Diets (Juvenile)	1,312	Meal	\$2.3770	\$3,118.62
6	JJAEP Sack Lunches	2,854	Meal	\$2.4500	\$6,992.30
7	Court Holding Sack Lunches	2,430	Meal	\$2.4500	\$5,959.50
8	State cost for Special Function Meals (menu to mirror SDR menu) <b>*Information only, not included in totals</b>	576	Meal	Cost plus 10%	
9	Sack cost per snack (special)	77,000	Each	\$0.3100	\$23,870.00
10	State cost per inmate incentive meal/snack <b>*Information only, not included in totals</b>				
10.1	Ex: Popcorn/Cookie	7,488	Each	\$0.5000	\$3,744.00
10.2	Ex: Soda	7,488	Each	\$1.0000	\$7,488.00
10.3	Ex: Pizza – or – Hotdogs	7,488	Each	\$1.5000	\$11,232.00
11	Staff Member Meals	43,800	Meal	\$4.5000	\$197,100.00

**Total Estimated Annual Costs:**

**Adult/CCADF: \$2,590,781.82**  
(sum of lines 1, 2, 3, 7, 9 & 11)

**Juvenile/JJAEP \$192,512.40**  
(sum of lines 4, 5, & 6)