

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of December, 2015, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Trinity Services Group, Inc. whose address is 477 Commerce Blvd., Oldsmar, FL 34677, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

Whereas, the COUNTY has need for services of an independent contractor to provide inmate, juvenile, and staff meals for COUNTY Correctional and Juvenile Justice Campus facilities; and

Whereas, the COUNTY desires to contract for the provision of such services in connection with the operation of its Corrections and Juvenile Justice Facilities; and

Whereas, the CONTRACTOR represents that it is qualified and willing to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

COUNTY hereby engages CONTRACTOR and CONTRACTOR accepts such engagement, to exclusively perform those services specified in this Agreement required in connection with food services management for COUNTY Correctional and Juvenile Justice Facilities under the terms and subject to the conditions provided in this Agreement.

In performance of this Agreement, CONTRACTOR will provide food services at the following COUNTY locations:

- Fresno County Main Jail
- Fresno County South Annex Jail
- Fresno County North Annex Jail
- Fresno County West Annex Jail (construction not started)
- Fresno County Juvenile Justice Campus (JJC)

The COUNTY reserves the right to modify, add, or eliminate food service needs at

1 any location. Such modification, addition, or elimination of food service requirements shall not
2 affect the obligation of the CONTRACTOR with respect to other COUNTY facilities; provided,
3 however that CONTRACTOR'S prices and pricing structure shall be adjusted to reflect such
4 modification, addition or elimination.

5 In performance of this Agreement, the CONTRACTOR also agrees to provide food
6 services at any future facility of Fresno County, which is put into operation during the term of this
7 contract at the time, place and meal counts as designated by the COUNTY. The per meal price
8 for such additional facility shall be mutually agreed upon prior to the commencement of service.

9 2. OBLIGATIONS OF THE CONTRACTOR

10 A. GENERAL RESPONSIBILITIES:

11 1) CONTRACTOR shall provide food service to COUNTY'S designated
12 facilities as described in COUNTY'S Request for Proposal (RFP) No. 952-5365 dated July 8,
13 2015, and Addendum No. 1 to RFP No. 952-5365 (hereinafter collectively referred to as "RFP No.
14 952-5365") and CONTRACTOR's Response to RFP No. 952-5365, dated August 20, 2015 all
15 incorporated herein by reference and made part of this Agreement. A copy of RFP No. 952-5365
16 and CONTRACTOR's Response shall be retained and made available during the entire term of
17 the Agreement by the COUNTY.

18 2) CONTRACTOR agrees to comply with all Federal, State, and local laws
19 and regulations covering the quality, preparation, handling and serving of foods and to procure
20 and keep in effect all necessary licenses, permits, and food handler's cards as required by law.

21 3) CONTRACTOR agrees that menus shall be planned to provide a variety of
22 food(s) quarterly thus preventing repetitive meals, and shall be in full compliance with California
23 Code of Regulations Title 15 standards, and all regulatory standards of the California Uniform
24 Retail Food Facilities Law (CURFFL).

25 4) CONTRACTOR agrees that their procedures and menus meet National
26 Commission on Correctional Health Care guidelines, and American Correctional Association
27 procedures.

28 B. OPERATIONAL ISSUES:

1 1) CONTRACTOR agrees to meet weekly with a COUNTY designated
2 representative for purposes of resolving all food service issues and for conducting joint inspection
3 of all kitchen facilities. The COUNTY may choose less frequency, but the COUNTY wants
4 assurance that a weekly meeting is calendared.

5 2) CONTRACTOR shall be responsible for responding to all grievances
6 concerning food service issues within 72 hours of receiving said grievance from COUNTY staff.

7 3) CONTRACTOR has contingency plans to provide food service in the face
8 of unexpected events (e.g., power failure, fire, riot, lockdown, labor strikes, job actions, or act of
9 God that would preclude normal expectations). COUNTY will determine when an emergency
10 interrupting food preparation commences and when the emergency terminates.

11 4) CONTRACTOR will provide prompt, efficient, and courteous service and
12 avoid undue interference with facility operations when food service activities occur.

13 C. EQUIPMENT AND FACILITIES:

14 1) CONTRACTOR shall perform the food preparation services under this
15 Agreement at the COUNTY's Central Kitchen Facility. CONTRACTOR shall take all reasonable
16 and prudent measures necessary to assure the COUNTY that its equipment and Central Kitchen
17 facility is being properly used and maintained. CONTRACTOR will be responsible and pay for
18 repair of any damage to the Central Kitchen facility and repair or replacement of any damaged
19 equipment or material due to negligence of person under CONTRACTOR's direction and control

20 2) CONTRACTOR is responsible for providing all office furniture for its food
21 service operation, including, but not limited to, FAX/scanner, computer and copy machines.

22 3) CONTRACTOR will be responsible for the costs of maintaining first aid
23 equipment and supplies utilized by their staff. All vehicles used by the CONTRACTOR shall
24 conform to all Federal, State, and local laws and regulations concerning vehicles used for
25 transportation of food products.

26 4) CONTRACTOR will provide all cleaning and janitorial supplies and
27 equipment and be responsible for maintaining cleanliness in all areas used by CONTRACTOR.

28 5) CONTRACTOR will be responsible for security in all areas of food service

1 and delivery in all facilities as it relates to key control, knife control, inventory control, and
2 CONTRACTOR's orientation to the facility's operational philosophy, rules and policy and
3 procedure as it relates to the CONTRACTOR'S employees.

4 6) CONTRACTOR shall be responsible and pay directly for any damages of
5 the Central Kitchen Facility due to negligence of persons under CONTRACTOR's direction and/or
6 control.

7 7) CONTRACTOR will immediately report the loss of facility keys or jail
8 passes and provide written documentation to the COUNTY. CONTRACTOR will be responsible
9 for replacement cost of keys issued and lost. Additionally, CONTRACTOR will be responsible for
10 the cost of re-keying locks resulting from CONTRACTOR's loss of keys.

11 8) CONTRACTOR shall be responsible for routine repair or replacement of
12 small wares, for the repair and replacement of necessary capital kitchen equipment of the Central
13 Kitchen facility (on an as needed basis) in an amount not to exceed \$100,000 during each year of
14 the contract with the option by the COUNTY to adjust annually the amount based on the
15 Consumer Price Index. Should CONTRACTOR not expend \$100,000 during the fiscal year, the
16 unexpended amount shall be credited back to the COUNTY against the last billing by
17 CONTRACTOR of the fiscal year. CONTRACTOR shall not receive credit for the costs of a
18 routine repair to or replacement of equipment of small ware until full remittance has been made by
19 CONTRACTOR to the vendor for the item or service provided. Upon termination of contract,
20 CONTRACTOR will return any unexpended funds to the COUNTY.

21 9) CONTRACTOR shall implement a Halal and/or RMA religious meal in
22 addition to our Kosher Religious meal by February 1, 2016, which will be a cost-saving to the
23 COUNTY.

24 10) If the CONTRACTOR fails to begin delivery of any scheduled meal within
25 15 minutes of the specified time, the CONTRACTOR shall be assessed \$20 per minute for every
26 minute that a scheduled meal is late in delivery up to a maximum of the total cost of that meal
27 being charged to the Sheriff-Coroner's Office. Time is determined as reported by the National
28 Institute of Standards and Technology (NIST).

1 11) If the CONTRACTOR fails to make any scheduled meal delivery, the
2 Sheriff-Coroner's Office shall assess the CONTRACTOR as liquidated damages the sum of
3 \$5,000 for each unsatisfied meal delivery, plus the cost of replacing the meal service from any
4 reasonable available source. Any assessment of the liquidated damages will be withheld from the
5 monies owed to the CONTRACTOR.

6
7 3. OBLIGATIONS OF THE COUNTY

8 A. COUNTY agrees to comply with the requirement as described in RFP
9 No. 952-5365."

10 B. COUNTY designates the Jail Programs and Services Bureau
11 Commander or his/her designee as the liaison between CONTRACTOR and COUNTY regarding
12 communication, billing, invoicing, and food quality issues necessary for the performance of this
13 Agreement.

14 C. County's Sheriff-Coroner's office (SHERIFF) shall provide the
15 CONTRACTOR by 10:00 a.m., the day before with an estimate of the total number of meals that
16 will be required for the following day. The SHERIFF shall verify with the CONTRACTOR by
17 12:01a.m. daily, the number of meals required for that day's breakfast and lunch. The SHERIFF
18 shall provide the CONTRACTOR with a final, exact meal count one hour prior to the scheduled
19 serving of breakfast and lunch. SHERIFF shall verify with the CONTRACTOR by 12:01 p.m. daily,
20 the number of meals required for that day's dinner meal. SHERIFF shall provide the
21 CONTRACTOR with a final, exact meal count one hour prior to the scheduled serving of the
22 dinner meals.

23 D. County's Probation department (PROBATION) will provide
24 CONTRACTOR, 24 hours in advance, with an estimate of the number of meals that will be
25 required for the following day. PROBATION will verify with CONTRACTOR, two and one half (2
26 ½) hours prior to each delivery, the exact number of meals required for that day's consumption.,
27 PROBATION will provide to the CONTRACTOR specific meal orders by type and location.

28 E. COUNTY will provide ingress/egress, subject to security requirements, for

1 the CONTRACTOR employees at all facilities.

2 F. COUNTY will provide CONTRACTOR with current policy and procedure
3 manuals that will pertain to CONTRACTOR'S responsibilities within the secure areas of all
4 facilities.

5 G. To the extent the COUNTY elects to purchase Trinity Services food
6 inventory upon termination of the Agreement; the purchase price shall be at Trinity Services cost
7 without any discount as listed per their invoice from vendor.

8 H. To the extent the COUNTY requires that equipment be purchased by
9 CONTRACTOR, the cost of equipment will be amortized over the remaining term of the
10 Agreement and will be added to the price per meal. The cost to maintain and service any such
11 equipment shall be included in the \$100,000 annual allowance for repairs.

12 4. TERM

13 This Agreement shall become effective on the 1st day of January, 2016 and
14 shall terminate on the 31st day of December, 2018. This Agreement shall automatically be
15 extended for two optional one-year extensions upon the same terms and conditions herein set-
16 forth, unless written notice of non-renewal is given by either of the Parties to the other Party no
17 later than November 1, 2018 or November 1, 2019, respectively.

18 5. TERMINATION

19 A. Non-Allocation of Funds - The terms of this Agreement, and the
20 services to be provided thereunder, are contingent on the approval of funds by the
21 appropriating government agency. Should sufficient funds not be allocated, the services
22 provided may be modified, or this Agreement terminated, at any time by giving the
23 CONTRACTOR thirty (30) days advance written notice.

24 B. Breach of Contract - The COUNTY may immediately suspend or
25 terminate this Agreement in whole or in part, where in the determination of the COUNTY there
26 is:

- 27 1) An illegal or improper use of funds;
28 2) A failure to comply with any term of this Agreement;

1 3) A substantially incorrect or incomplete report submitted to the
2 COUNTY;

3 4) Improperly performed service.

4 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
5 of any breach of this Agreement or any default which may then exist on the part of the
6 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
7 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
8 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
9 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
10 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
11 demand.

12 C. Without Cause By COUNTY– Under circumstances other than those
13 set forth above, this Agreement may be terminated by the COUNTY upon the giving of thirty (30)
14 days advance written notice of an intention to terminate. The CONTRACTOR shall continue to
15 provide services beyond the scheduled termination date upon the written request of the COUNTY
16 for an additional ninety (90) days.

17 D. Without Cause By CONTRACTOR - Additionally, this Agreement may
18 be terminated by the CONTRACTOR upon the giving of thirty (30) days advance written notice of
19 an intention to terminate. The CONTRACTOR shall continue to provide services beyond the
20 scheduled termination date upon the written request of the COUNTY for an additional ninety (90)
21 days.

22 6. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
23 CONTRACTOR agrees to receive compensation as outlined in Exhibit A' s sliding scale (pages 1
24 and 2), including applicable State of California Sales Tax. To determine the price per meal on the
25 sliding scale for the Sheriff's Office and Probation Department as outlined in Exhibit A, the total
26 number of inmate meals (excluding staff meals) served per week (Monday through Sunday) is
27 divided by 21.

28 CONTRACTOR shall submit biweekly invoices in triplicate to the County of Fresno

1 Sheriff-Coroner's Office and Probation Department.

2 It is understood that all expenses incidental to CONTRACTOR'S performance of
3 services under this Agreement shall be borne by CONTRACTOR. Within forty-five (45) days
4 after receipt of the invoice, COUNTY will remit payment to CONTRACTOR. CONTRACTOR
5 does not accept payment by Procurement card or Visa under the E-pay program. Such payment
6 shall be sent to:

7 Trinity Services, I, LLC
8 477 Commerce Boulevard
9 Oldsmar, Florida, 34677.

10 Beginning January 1, 2017 and in each subsequent calendar year (January 1
11 through December 31), the price per meal may be increased by a percentage equal to the
12 National Consumer Price Index but will not exceed 4 percent per calendar year. CONTRACTOR
13 shall notify in writing the Sheriff's Office and Probation Department thirty (30) days in advance of
14 such adjustment.

15 CONTRACTOR shall provide signed, verified invoices based on the number of
16 meals ordered or served, whichever is greater. COUNTY has the right to order additional meals
17 when necessary. COUNTY agrees to pay only the meals ordered and received by the COUNTY
18 for the feeding of inmates, juveniles, adult mental health consumers, and staff.

19 CONTRACTOR shall present to COUNTY a quarterly report reflecting the following
20 per meal cost analysis:

21	Food Cost	\$
22	Disposables	\$
23	Labor Cost	\$
24	Controllable Expenses	\$
25	Equipment and Small Wares Expense	\$
26	Transportation	\$
27	Other (Profit/Loss	\$
28	TOTAL	\$

1 TAX \$

2 TOTAL + TAX \$

3 CONTRACTOR shall present to COUNTY a quarterly report indicating the number
4 of meals served and itemized by ethnic and special diets and number of snacks provided.

5 CONTRACTOR shall present to COUNTY a quarterly report indicating profit and
6 loss.

7 The maximum amount payable under this agreement (excluding additional food
8 service at events sponsored by the COUNTY's Sheriff-Coroner's Office or Probation
9 Department) shall not exceed \$37,746,179 during the term of this Agreement.

10 7. LIQUIDATED DAMAGES

11 Liquidated damages shall be as defined in RFP No. 952-5365. Liquidated
12 damages for delay shall not apply in force majeure circumstances or when the delay is caused
13 by other circumstances beyond the control of the CONTRACTOR. If liquidated damages are
14 imposed by a County Department and the CONTRACTOR is not in agreement, the action can
15 be appealed to the appropriate Department Head who shall decide such dispute within thirty (30)
16 days prior written notice. Should the CONTRACTOR not agree with the decision of the
17 Department Head, the CONTRACTOR may appeal such decision to the Board of Supervisors.
18 The Board of Supervisors shall decide the action within an additional thirty (30) days, should
19 CONTRACTOR not agree with the decision of the Board of Supervisor, the CONTRACTOR
20 shall have thirty (30) days to submit the decision to binding arbitration in accordance with the
21 American Arbitration Association, Commercial Arbitrative Rule. Each party shall pay for its own
22 costs and attorney fees for the arbitration.

23
24 8. INDEPENDENT CONTRACTOR: In performance of the work, duties and
25 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
26 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
27 employees will at all times be acting and performing as an independent contractor, and shall act in
28 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or

1 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
2 direct the manner or method by which CONTRACTOR shall perform its work and function.
3 However, COUNTY shall retain the right to administer this Agreement so as to verify that
4 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

5 CONTRACTOR and COUNTY shall comply with all applicable provisions of
6 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
7 matters the subject thereof.

8 Because of its status as an independent contractor, CONTRACTOR shall have
9 absolutely no right to employment rights and benefits available to COUNTY employees.
10 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
11 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
12 responsible and save COUNTY harmless from all matters relating to payment of
13 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
14 regulations governing such matters. It is acknowledged that during the term of this Agreement,
15 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
16 Agreement.

17 9. MODIFICATION: Any matters of this Agreement may be modified from time to
18 time by the written consent of all the parties without, in any way, affecting the remainder.

19 10. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
20 Agreement nor their rights or duties under this Agreement without the prior written consent of the
21 other party.

22 11. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless,
23 and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any
24 and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to
25 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
26 officers, agents, or employees under this Agreement, and from any and all costs and expenses,
27 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
28 who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR,

1 its officers, agents, or employees under this Agreement.

2 12. INSURANCE

3 Without limiting the COUNTY's right to obtain indemnification from
4 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
5 force and effect, the following insurance policies or a program of self-insurance, including but not
6 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
7 term of the Agreement:

8 A. Commercial General Liability

9 Commercial General Liability Insurance with limits of not less than One
10 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
11 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
12 specific coverages including completed operations, products liability, contractual liability,
13 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
14 necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits for bodily injury of
17 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
18 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
19 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
20 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
21 in connection with this Agreement.

22 C. Professional Liability

23 Professional Liability coverage provided for CONTRACTORS registered
24 dieticians who are the only licensed professional staff with limits of not less than One Million
25 Dollars (\$1,000,000) per occurrence. Two Million Dollars (\$2,000,000) annual aggregate limit..

26 D. Worker's Compensation

27 A policy of Worker's Compensation insurance as may be required by the
28 California Labor Code.

1 CONTRACTOR shall obtain endorsements to the Commercial General Liability
2 insurance naming the County of Fresno, its officers, agents, and employees, individually and
3 collectively, as additional insured, but only insofar as the operations under this Agreement are
4 concerned. Such coverage for additional insured shall apply as primary insurance and any other
5 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
6 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
7 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
8 written notice given to COUNTY.

9 Within Thirty (30) days from the date CONTRACTOR signs and executes this
10 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
11 above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and
12 Address of the official who will administer this contract), stating that such insurance coverage have
13 been obtained and are in full force; that the County of Fresno, its officers, agents and employees
14 will not be responsible for any premiums on the policies; that such Commercial General Liability
15 insurance names the County of Fresno, its officers, agents and employees, individually and
16 collectively, as additional insured, but only insofar as the operations under this Agreement are
17 concerned; that such coverage for additional insured shall apply as primary insurance and any
18 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
19 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies
20 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
21 days advance, written notice given to COUNTY.

22 In the event CONTRACTOR fails to keep in effect at all times insurance
23 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
24 suspend or terminate this Agreement upon the occurrence of such event.

25 All policies shall be issued by admitted insurers licensed to do business in the
26 State of California, and such insurance shall be purchased from companies possessing a current
27 A.M. Best, Inc. rating of A FSC VII or better.

28 13. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during

1 business hours, and as often as the COUNTY may deem necessary, make available to the
2 COUNTY for examination all of its records and data with respect to the matters covered by this
3 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
4 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
5 with the terms of this Agreement.

6 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
7 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
8 after final payment under contract (Government Code Section 8546.7).

9 14. NOTICES: The persons and their addresses having authority to give and receive
10 notices under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	TRINITY SERVICE GROUP, INC.
Margaret Mims, Sheriff-Coroner	1125 28 Drive Suite D-204
2200 Fresno Street	Phoenix, AZ 85029
Fresno, CA 93721	
Rick Chavez, Chief Probation Officer	
3333 E. American Ave., Ste. B	
Fresno, CA 93725	

14 Any and all notices between the COUNTY and the CONTRACTOR provided
17 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
18 served when personally delivered to one of the parties, or in lieu of such personal services, when
19 deposited in the United States Mail, postage prepaid, addressed to such party.

20 15. GOVERNING LAW: Venue for any action arising out of or related to this
21 Agreement shall only be in Fresno County, California.

22 The rights and obligations of the parties and all interpretation and performance
23 of this Agreement shall be governed in all respects by the laws of the State of California.

24 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

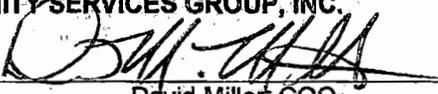
25 This provision is only applicable if the CONTRACTOR is operating as a
26 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the
27 CONTRACTOR changes its status to operate as a corporation.
28

1 Members of the CONTRACTOR's Board of Directors shall disclose any self-
2 dealing transactions that they are a party to while CONTRACTOR is providing goods or
3 performing services under this agreement. A self-dealing transaction shall mean a transaction
4 to which the CONTRACTOR is a party and in which one or more of its directors has a material
5 financial interest. Members of the Board of Directors shall disclose any self-dealing
6 transactions that they are a party to by completing and signing a Self-Dealing Transaction
7 Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and
8 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
9 immediately thereafter.

10 17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
11 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
12 supersedes all previous Agreement negotiations, proposals, commitments, writings,
13 advertisements, publications, and understanding of any nature whatsoever unless expressly
14 included in this Agreement. In the event of any inconsistency in interpreting the documents which
15 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the
16 following order of priority: (1) the text of this Agreement (including Exhibit A and Exhibit B); (2) the
17 COUNTY's RFP No. 952-5365 (which includes Addendum No. 1); and (3) the CONTRACTOR's
18 Response to RFP No. 952-5365.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first hereinabove written.

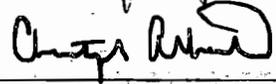
TRINITY SERVICES GROUP, INC.

David Miller, COO

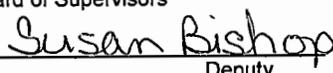
COUNTY OF FRESNO

Deborah A. Poochigian, Chairman, Board of
Supervisors

DATE 11/19/15

DATE December 15, 2015


Christopher Alberta, CEO

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors
By 
Deputy

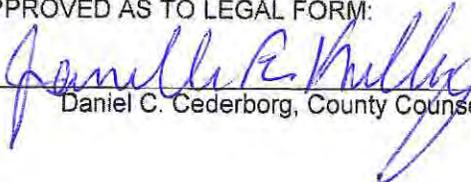
DATE 11/19/15

Mailing Address:
477 Commerce Blvd
Oldsmar, FL 34677

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first hereinabove written.

3 COUNTY OF FRESNO

4 APPROVED AS TO LEGAL FORM:

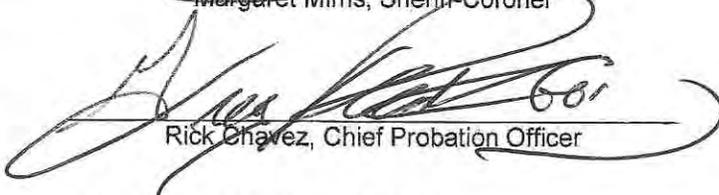
5 
6 Daniel C. Cederborg, County Counsel

7
8 APPROVED AS TO ACCOUNTING FORM:

9 
10 Vicki Crow, Auditor-Controller/Treasurer Tax
11 Collector

12 REVIEWED & RECOMMENDED FOR APPROVAL

13 
14 Margaret Mims, Sheriff-Coroner

15 
16 Rick Chavez, Chief Probation Officer

17 FOR ACCOUNTING USE ONLY:

18 ORG NO: 31114000, 34409999
19 Account No: 7055
20 Requisition No: 3111560523
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**SECONDARY PLAN
REVISED COST PROPOSAL GROUP I - FRESNO COUNTY JAIL**

INMATE POPULATION		DAILY MEAL COUNT		YEARLY MEAL COUNT		PRE-SALES	SALES TAX	PER MEAL
LOW	HIGH	LOW	HIGH	LOW	HIGH	TAX PRICE	PER MEAL	PRICE
1,000	1,099	3,000	3,297	1,095,000	1,203,405	\$2.821	\$0.232	\$3.053
1,100	1,199	3,300	3,597	1,204,500	1,312,905	\$2.632	\$0.216	\$2.848
1,200	1,299	3,600	3,897	1,314,000	1,422,405	\$2.474	\$0.203	\$2.677
1,300	1,399	3,900	4,197	1,423,500	1,531,905	\$2.341	\$0.193	\$2.534
1,400	1,499	4,200	4,497	1,533,000	1,641,405	\$2.226	\$0.183	\$2.409
1,500	1,599	4,500	4,797	1,642,500	1,750,905	\$2.127	\$0.175	\$2.302
1,600	1,699	4,800	5,097	1,752,000	1,860,405	\$2.040	\$0.168	\$2.208
1,700	1,799	5,100	5,397	1,861,500	1,969,905	\$1.964	\$0.162	\$2.126
1,800	1,899	5,400	5,697	1,971,000	2,079,405	\$1.896	\$0.156	\$2.052
1,900	1,999	5,700	5,997	2,080,500	2,188,905	\$1.835	\$0.151	\$1.986
2,000	2,099	6,000	6,297	2,190,000	2,298,405	\$1.780	\$0.146	\$1.926
2,100	2,199	6,300	6,597	2,299,500	2,407,905	\$1.730	\$0.142	\$1.872
2,200	2,299	6,600	6,897	2,409,000	2,517,405	\$1.685	\$0.139	\$1.824
2,300	2,399	6,900	7,197	2,518,500	2,626,905	\$1.644	\$0.135	\$1.779
2,400	2,499	7,200	7,497	2,628,000	2,736,405	\$1.606	\$0.132	\$1.738
2,500	2,599	7,500	7,797	2,737,500	2,845,905	\$1.572	\$0.129	\$1.701
2,600	2,699	7,800	8,097	2,847,000	2,955,405	\$1.540	\$0.127	\$1.667
2,700	2,799	8,100	8,397	2,956,500	3,064,905	\$1.510	\$0.124	\$1.634
2,800	2,899	8,400	8,697	3,066,000	3,174,405	\$1.480	\$0.122	\$1.602
2,900	2,999	8,700	8,997	3,175,500	3,283,905	\$1.450	\$0.119	\$1.569
3,000	3,099	9,000	9,297	3,285,000	3,393,405	\$1.426	\$0.117	\$1.543
3,100	3,199	9,300	9,597	3,394,500	3,502,905	\$1.405	\$0.116	\$1.521
3,200	3,299	9,600	9,897	3,504,000	3,612,405	\$1.385	\$0.114	\$1.499
3,300	3,399	9,900	10,197	3,613,500	3,721,905	\$1.366	\$0.112	\$1.478
3,400	3,499	10,200	10,497	3,723,000	3,831,405	\$1.349	\$0.111	\$1.460
3,500	3,599	10,500	10,797	3,832,500	3,940,905	\$1.332	\$0.110	\$1.442

NOTE: Secondary meal delivery plan cost proposal not using the mega-sack delivery plan, requiring one more delivery of all meals per day.

Special Diet Meals	\$3.843	\$0.316	\$4.159
Staff	\$1.800	\$0.148	\$1.948

REVISED COST PROPOSAL GROUP II - JUVENILE JUSTICE CAMPUS

INMATE POPULATION		DAILY MEAL COUNT		YEARLY MEAL COUNT		DAILY SNACK COUNT		YEARLY SNACK COUNT		PER MEAL PRICE	SALES TAX PER MEAL	TOTAL COST PER MEAL	PER SNACK PRICE	SALES TAX PER SNACK	TOTAL COST PER SNACK
LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH						
455	480	1,365	1,440	498,225	525,600	455	480	166,075	175,200	\$2.107	\$0.173	\$2.280	\$0.510	\$0.042	\$0.552
430	454	1,290	1,362	470,850	497,130	430	454	156,950	165,710	\$2.165	\$0.178	\$2.343	\$0.510	\$0.042	\$0.552
405	429	1,215	1,287	443,475	469,755	405	429	147,825	156,585	\$2.230	\$0.183	\$2.413	\$0.510	\$0.042	\$0.552
380	404	1,140	1,212	416,100	442,380	380	404	138,700	147,460	\$2.303	\$0.189	\$2.492	\$0.510	\$0.042	\$0.552
355	379	1,065	1,137	388,725	415,005	355	379	129,575	138,335	\$2.386	\$0.196	\$2.582	\$0.510	\$0.042	\$0.552
330	354	990	1,062	361,350	387,630	330	354	120,450	129,210	\$2.470	\$0.203	\$2.673	\$0.510	\$0.042	\$0.552
305	329	915	987	333,975	360,255	305	329	111,325	120,085	\$2.596	\$0.214	\$2.810	\$0.510	\$0.042	\$0.552
280	304	840	912	306,600	332,880	280	304	102,200	110,960	\$2.734	\$0.225	\$2.959	\$0.510	\$0.042	\$0.552
255	279	765	837	279,225	305,505	255	279	93,075	101,835	\$2.900	\$0.238	\$3.138	\$0.510	\$0.042	\$0.552
230	254	690	762	251,850	278,130	230	254	83,950	92,710	\$3.101	\$0.255	\$3.356	\$0.510	\$0.042	\$0.552
205	229	615	687	224,475	250,755	205	229	74,825	83,585	\$3.351	\$0.276	\$3.627	\$0.510	\$0.042	\$0.552
180	204	540	612	197,100	223,380	180	204	65,700	74,460	\$3.670	\$0.302	\$3.972	\$0.510	\$0.042	\$0.552

SPECIAL DIET MEALS 1 EACH \$3.843 \$0.316 \$4.159
 STAFF MEALS 1 EACH \$1.800 \$0.148 \$1.948

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	