



# MARIPOSA COUNTY

Sheriff's Office • (209) 966-3615



## **RESOLUTION - ACTION REQUESTED 2016-294**

MEETING: June 14, 2016

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: 2016 Dietary Services Agreement for Adult Detention Facility

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve an Agreement with Trinity Services Group to Provide Dietary Services at the Mariposa County Adult Detention Facility in the Not-To-Exceed Amount of \$195,124; and Authorize the Board of the Supervisors Chair to Sign the Agreement.

The Mariposa County Sheriff's Office, Adult Detention Facility Division wishes to enter into an agreement with Trinity Services Group to provide dietary services for inmates housed at the Mariposa County Adult Detention Facility. The terms of the agreement start on July 1, 2016, and expire on June 30, 2017. The identified costs of \$195,124 for the dietary services has been budgeted in the 2016-2017 budget. This is the same amount as the previous agreement and Jail staff are satisfied with the services provided by Trinity Services Group.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board adopted Resolution 15-287 on June 16, 2015, approving an agreement with Trinity Services Group to provide dietary services for the Adult Detention Facility.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If the agreement is not approved, the Mariposa County Sheriff's Office Adult Detention Facility Division would need to seek an agreement with an alternate service provider who may or may not be able to provide the services at an equal or lower cost.

### **FINANCIAL IMPACT:**

**An amount of \$195,124 for this Agreement has been included in Requested 2016-2017 budget.**

### **ATTACHMENTS:**

**2016 Trinity Food Services Agreement (PDF)**

### **CAO RECOMMENDATION**

Requested Action Recommended

*Mary Hodson*  
Mary Hodson, CAO 6/8/2016

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Kevin Cann, District IV Supervisor  
**SECONDER:** Marshall Long, District III Supervisor  
**AYES:** Rosemarie Smallcombe, Marshall Long, Kevin Cann, John Carrier  
**EXCUSED:** Merlin Jones

**FOOD SERVICES AGREEMENT**

THIS AGREEMENT made by and between the County of Mariposa, with principal offices located at 5100 Bullion Street, Mariposa, CA 95338 ("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 requires inmate food services at the Mariposa County Jail, and

**WHEREAS**, Trinity is in the business of providing food services for correctional institutions and is ready, willing and able to provide the necessary inmate food services,

**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:

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

Client grants to Trinity, as an independent subcontractor, the exclusive right to operate inmate food services at the Mariposa County Jail, located at 5379 Highway 39 North, Mariposa, CA 95338 (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates 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"). Staff and other persons may be served but Trinity's rights to serve staff and others shall not be exclusive.

**SECTION 2. TRINITY'S RESPONSIBILITIES**

**2.1.** Pursuant to 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 requirements and standards set forth in the California Minimum Standards for Local Detention Facilities, Title 15, regarding food services.

**2.2.** 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. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes. Trinity also 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. 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.

**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 local, 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, and hereby indemnifies Client from any liability for such obligation. 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 the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. 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 for a period of three (3) years from the date the record is made and 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 lost or damaged 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.

**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, 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.

**3.2.** Client shall, at its own cost and expense, provide all necessary small wares, basic kitchen food preparation 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.** The Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

**3.4.** Client shall not, during the term of this Agreement nor for one (1) year thereafter, solicit to hire, hire, or contract with any Trinity Employee, manager, director, or officer. Employee shall collectively mean employees of the party, its parent, and affiliated companies. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee.

**3.5.** 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 AND INSURANCE**

**5.1.** Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client.

**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 for the following risks in such amounts under such policies as appropriate: general liability (including contract, products-completed operations, and owned and non-owned business automobile coverage) in an amount not less than One Million Dollars (\$1,000,000); and workers' compensation (including employers' liability coverage) in an amount not less than that required by applicable statute. The Client shall be named as an additional insured under the insurance policies required by this provision.

**5.4.** Client shall obtain and maintain insurance for the operation of the Premises, 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.** Certificates of Insurance for such coverages shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to the commencement of Services hereunder.

**SECTION 6. COMMENCEMENT AND TERMINATION**

**6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall commence July, 1, 2016, and end June 30, 2017. Thereafter, the parties may renew this Agreement for additional one (1) year terms by mutual agreement.

**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 Excused Performance reasons 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. EXCUSED PERFORMANCE**

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

**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 facsimile, 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 or facsimile number 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 facsimile receipt; (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: Mariposa County Sheriff's Office  
Attn.: Lt. Codie Hart  
P.O. Box 727  
Mariposa, CA 95338  
Fax: 209-742-5090

If to Trinity: Trinity Services Group, Inc.  
Attn: Legal Department  
477 Commerce Boulevard  
Oldsmar, FL 34677-3018  
Fax: 813-855-2330

With copy to: Stephen A. Hould, Esq.  
920 Third Street, Suite 3  
Neptune Beach, FL 32266  
Fax: 904-247-0295

**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, menus, recipes, signage, 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 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. SIGNATURES**

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

**SECTION 14. DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California 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 binding arbitration in accordance with the American Arbitration Association, Commercial Arbitrative Rules, or a court of competent jurisdiction within the State of California.

**SECTION 15. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

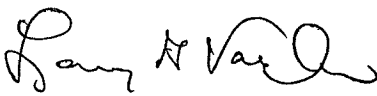
The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the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

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

**County of Mariposa**

**Trinity Services Group, Inc.**

By: 

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

Printed Name: John Carrier

Printed Name: Larry G. Vaughn


Title: Board Chair

Title: President

Date: 6-15-16

Date: May 27, 2016

**APPROVED AS TO FORM:**

  
**STEVEN W. DAHLEM**  
**COUNTY COUNSEL**



## **EXHIBIT A FINANCIAL ARRANGEMENTS**

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

Client shall pay Trinity \$2.8942 per meal with a minimum of fifty eight (58) meals per meal service (breakfast, lunch and dinner). 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. Prices shall be adjusted annually, effective July 1 of each year commencing July 1, 2016, by an amount equal to the greater of: (i) the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, (1982-84=100), or (ii) the change in the Bureau of Labor Statistics, Producer Price Index, Food Manufactured. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the client not less than thirty (30) days prior to the effective date of the new prices.

In addition, in the event of material unanticipated cost changes, whether in (i) federal, state or local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the parties, it is agreed that Trinity Services shall have the right to request an adjustment of its per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in federal, state or local standards or regulations including any applicable Child Nutrition Program standards or other unforeseen conditions beyond Trinity Services' control, it is agreed that Trinity Services shall have the right to request an adjustment of its per meal prices to reflect the impact of the change in circumstances.

### **II. PAYMENT TERMS**

Trinity shall invoice Client each month, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding month. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

### **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.