

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, MAY 26, 2020

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS RUSTY DAVIS, GREG MURRAY, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK BEVERLY KING.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Pete Stephens called the regular scheduled meeting to order at 7:00 p.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda as presented. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVE MINUTES

Commissioner Murray made a motion to approve the minutes of the Commissioners' Meeting held May 12, 2020 as presented. Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

PUBLIC HEARING – FY 2020/2021 BUDGET

Vice Chairman Brinson made a motion to go out of regular session and enter into a Public Hearing for the FY 2020/2021 Budget. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Chairman Stephens recognized County Administrator Alan Thomas. County Administrator Thomas stated that the proposed budget has been finalized and a draft of the budget was distributed to the Board; a copy has been made available for the public to view and advertised as required by law. County Administrator Thomas commented on some of the areas of the budget stating under the General Fund Budget on page 41, it is reduced from last year's budget by \$500,871.00. County Administrator Thomas stated on page 51, the overall total has increased from last year's budget in the amount of \$84,702.00. County Administrator stated that \$650,000.00 was budgeted again this year for the Jail's roof. Last year \$1.2 million was budgeted for the Jail's roof and we anticipated it to be in two fiscal years, however, it may not turn out that way. County Administrator Thomas stated that the 650,000 dollars for the roof, which will come out of the SPLOST funds, may not be spent in the next year's budget but be spent in this year's budget due to they are progressing very rapidly on the roof project. County Administrator Thomas stated the other item was the Landfill compactor, which 1 million dollars was budgeted but we are going to spend a lot less than that and it will come out of the landfill account. County Administrator Thomas commended all the County staff for presenting a reasonable budget this year and Michelle West for putting the budget together.

Chairman Stephens opened the floor for comments. There being no comments, Commissioner Davis made a motion to close this public hearing and enter into the regular scheduled meeting. Vice Chairman Brinson seconded the motion. A vote was taken and

unanimously approved.

### OLD BUSINESS

Consider Board Appointments – Bainbridge / Decatur County Hospital Authority. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated at the last meeting we discussed this issue stating the terms of Mr. Donald Barber and Mr. Rusty Davis will end at the end of this month. County Administrator Thomas stated that as Chairman Stephens pointed out at the last meeting, the Board of Commissioners submits a list of three eligible persons to the Board of the Hospital Authority, the Hospital Authority then selects one of the three persons submitted to sit on the Board. County Administrator Thomas stated that the Board needs to vote on three persons for each position to submit to the Hospital Authority. Vice Chairman Brinson made a motion to submit for Mr. Donald Barber's position; Mr. Donald Barber; Mr. Alan Thomas, and Mr. Andy Bell; for the position of Mr. Rusty Davis; Mr. Rusty Davis, Mr. Jimmy Earp, and Mr. Kim Rentz. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

### NEW BUSINESS

**Consider Approval of Food Services Agreement – Trinity Services Group, Inc.** Chairman Stephens recognized County Administrator Alan Thomas. County Administrator Thomas stated that this contract with Trinity Services Group, Inc. was recommended by Warden Gordon Screen and Chief Deputy Sheriff Wendell Cofer for food service for the jail and the prison after the evaluation of four proposals. County Administrator Thomas stated that the term of this contract is for two years beginning July 1, 2020 and ending June 30, 2021. County Administrator Thomas stated following the initial two-year term, the parties may extend the term for additional annual periods. County Administrator Thomas recommended the Board approve this agreement. Commissioner Davis made a motion to approve this agreement with Trinity Services Group, Inc. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

**Consider Purchase of Compactor – Landfill.** Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with a bid tabulation sheet for a Compactor for the Landfill. County Administrator Thomas stated that we received six bids and that Yancey Brothers is the low bid in the amount of \$871,634.00 with a trade-in allowance on the machine that we currently have in the amount of \$294,000.00 and a guarantee buy-back in five years in the amount of \$288,500.00. County Administrator Thomas stated that in the bid opening, Yancey Brothers stated that if the County traded with them, the trade-in allowance is \$294,000.00 but if the County traded with someone else, \$95,716.05 is the amount of repairs that needed to be done on the compactor that we currently have. County Administrator stated that on any of the other bids, that means that the guarantee buy-back from Yancey would be \$193,847.00. County Administrator Thomas stated with all that said, he recommends the Board approve the bid from Yancey Brothers in the amount of \$871,634.00 with a trade-in allowance of \$294,000.00 and a five year buy-back in the amount of \$288,500.00. Commissioner Brock made a motion to approve this purchase from Yancey Brothers. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

**Consider Purchase of Equipment Trailer – Public Works.** Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with a bid tabulation sheet for a 50-ton Equipment Trailer for the Public Works Department. County Administrator Thomas stated that three bids were received and recommended the Board approve the bid from Flint Equipment in the amount of \$74,230.00 which provides the hydraulic rear ramps. County Administrator Thomas stated that this purchase will be paid out of the TSPLOST funds. Commissioner Davis a motion to approve this purchase from Flint Equipment. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

**Consider Approval of Error & Release Report from Tax Commissioner.** Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with an Error and Release Report from the Tax Commissioner for their consideration of approval. Vice Chairman Brinson made a motion to approve this report. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

### COMMISSIONERS / ADMINISTRATOR'S REMARKS

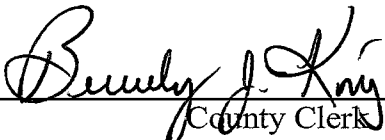
All the Commissioners thanked everyone for coming to the meeting.

There being no further business, the meeting, on motion by Commissioner Davis, was duly adjourned. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Approved:

  
Chairman

Attest:

  
County Clerk

## **FOOD SERVICES AGREEMENT**

THIS AGREEMENT is made by and between the Decatur County Board of Commissioners, with principal offices located at 203 W. Broughton Street, Bainbridge, GA 39818 ("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 at the Decatur County Jail and the Decatur County Prison ("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:

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

**1.1** Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Decatur County Jail and the Decatur County Prison (such locations 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").

**1.2** Client further grants to Trinity the right to prepare and sell take-out meals to inmates at the Premises subject to the following conditions:

**a.** Trinity shall develop and submit to the Client a proposed Trinity Take Out ("TTO") menu, including proposed pricing. The TTO menu and pricing and any future changes to the TTO menu or pricing shall be subject to the prior approval of the Client. In the event the Client objects to any proposed TTO menu item or the proposed pricing, the parties shall work together in good faith to resolve the issue but the Client shall retain the right to make the final decision in the event the parties fail to reach an agreement. Trinity may decline to serve any particular item if the parties fail to reach an agreement as to pricing. Trinity shall have the exclusive right to distribute products on the approved menu to inmates at the Premises.

**b.** The Client may suspend or revoke the privilege of any inmate to purchase TTO products and Trinity agrees to abide by the Client's instructions in that regard.

**c.** The TTO program shall supplement but not replace the standard inmate meal service and all food products served by Trinity in the TTO program shall meet the same quality and health standards required for food served to inmates in the general meal program.

d. Inmate TTO spending limits shall be in addition to the commissary spend limits and may be established and revised by the Client in his or her discretion.

e. Trinity shall pay a commission of twenty (20%) percent to the Client's Inmate Welfare Fund for all TTO Net Sales made by Trinity at the Premises. Net Sales are defined as total gross TTO receipts less all applicable sales tax.

f. If Trinity operates the Client's commissary program it will be responsible for charging inmate accounts for TTO purchases. If Trinity does not operate the Client's commissary program, the Client agrees to assist in processing charges to the inmate accounts for TTO purchases. The parties will jointly develop the processes so as to minimize the requirement for Client involvement in the payment processes.

g. The Client shall provide any necessary secured storage areas for Trinity's TTO equipment.

## **SECTION 2. TRINITY'S RESPONSIBILITIES**

**2.1.** Pursuant to the terms, conditions, requirements and specifications of the RFP, including but not limited to the Food Requirements, Menu Specifications, Commodities, Staff Requirements and Service Requirements and the terms and conditions contained in the Proposal, 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 all applicable Federal, State and Local Guidelines, laws and regulations, including but not limited to the Georgia Jail Association and the Minimum Standards for Georgia's Local Jail Facilities.

**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 and borne solely by Trinity.

**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, 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 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, sufficient inmate labor and utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, including, 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 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.** 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 will reimburse Trinity for all paper products used during lock down events.

**3.5.** Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. 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. This provision shall not apply to any person who was employed by the Client at any time prior to being employed by Trinity.

**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 AND INSURANCE**

**5.1.** Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (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. The provisions of this Section shall survive the expiration or termination of this Agreement.

**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 and the Client shall be named as an additional insured under the Comprehensive General Liability insurance policy.

**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.** 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 be for two (2) years coinciding with the Client's fiscal year with the first year beginning July 1, 2020 and ending June 30, 2021. Following the initial two (2) year term, the parties may, extend the term for additional annual periods by mutual agreement.

**6.2.** Termination for Cause-Client may terminate the contract at any time that the Vendor fails to carry out its provisions, or to make substantial progress under the terms specified in the contract. Client shall provide Trinity with thirty (30) days written notice of conditions endangering performance. If after thirty (30) days written notice, Trinity fails to remedy the condition contained in the notice, Client shall issue an Order to Stop Work immediately. Client shall be obligated to reimburse Trinity for only those services rendered prior to the date of the Order to Stop Work, less any damages that may be assessed for non-performance.

**6.3.** Unilateral Right to Terminate-With the mutual agreement of the Client and Trinity upon receipt of not less than ninety (90) days written notice, this Agreement may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

**6.4.** Lack of Funds-Notwithstanding any other provisions of this Agreement, if the funds anticipated for the continued fulfillment of this Agreement are at any time not available, through the failure of Client to appropriate funds, discontinuance or material alteration of the program under which the funds were provided, the Client shall have the right to terminate this Agreement without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

**6.5.** 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 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: Chairman  
Decatur County Commission Office  
203 W. Broughton Street  
Bainbridge, GA 39818

With a copy to: Sheriff Wiley Griffin, or his designee  
Decatur County Sheriff's Office  
912 Spring Creek Road  
Bainbridge, GA 39818

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, 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 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. INFORMATION TECHNOLOGY SECURITY**

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party

shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

**SECTION 14. 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 15. DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Georgia 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 of competent jurisdiction within Decatur County, Georgia.

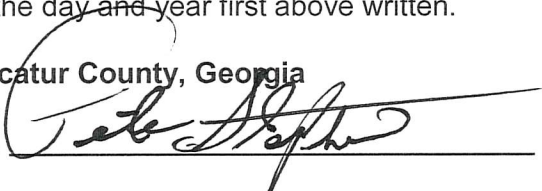
**SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**Decatur County, Georgia**

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



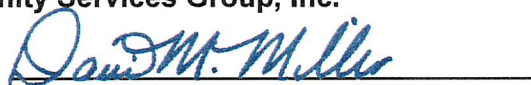
Printed Name: Pete Stephens

Title: Chairman  
Decatur County Board of Commissioners

Date: 5-26-2020

**Trinity Services Group, Inc.**

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

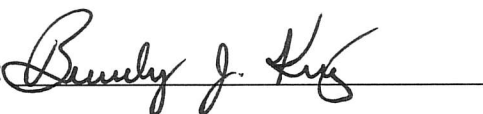


Printed Name: David Miller

Title: Chief Operating Officer

Date: 5-14-20

Attest: \_\_\_\_\_



**EXHIBIT A**  
**FINANCIAL ARRANGEMENTS**

**I. PRICE PER MEAL**

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. 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.

Effective July 1, 2022, and each July 1<sup>st</sup> thereafter, meal prices shall be adjusted by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, South Region, Food Away From Home. 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 ten (10) days prior to the effective date of the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. 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 or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

**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 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.

**SCHEDULE 1  
SCALE**

**TRINITY SERVICES GROUP**

**DECATUR COUNTY JAIL & PRISON**

**MEAL PRICE SLIDING SCALE**

<b><u>Population</u></b>	<b><u>Meal Price</u></b>
201 – 220	\$1.401
221 – 240	\$1.368
241 – 260	\$1.339
261 – 280	\$1.312
281 – 300	\$1.287
301 – 320	\$1.265
321 – 340	\$1.248
341 – 360	\$1.233
361 – 380	\$1.218
381 – 400	\$1.205
401 – 420	\$1.193

The meal price will be determined by the total combined average daily inmate population of the Jail and the Prison during each weekly billing cycle.

Trinity will bill the Jail and the Prison separately. The bill for the Prison shall separate the billing for the county inmates from the state inmates. The bill for the Jail shall have a separate line item for the Jail "Inmate Workers".



# Mark Harrell

DECATUR COUNTY TAX COMMISSIONER  
P.O. Box 246 / 112 W. Water St  
Bainbridge, GA 39818  
Phone: 248-3021 / Fax: 248-2110

5/21/2020

## E & R / NOD - Mobile Home Tax Digest

### 2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
24B 66	Abbott, Keith Daniel & Karen	\$ 15,591.00	\$ -	MH Repoed in 2019. Located in Webster Co now
5 49	Abney, Jason W & Kelly M	\$ 50,649.00	\$ -	Delete MH Tax Bill. Owner signed up for Homestead 2020
24A 36	Allen, Kimberly N & Kenneth Z	\$ 34,886.00	\$ -	Delete MH Tax Bill. Owner signed up for Homestead 2020
101 24 C	Gibson, John E	\$ 7,040.00	\$ -	MH torn down by Owner in 2019
24A 36	Griffin, Jackie	\$ 1.00	\$ -	Delete 2020 MH tax bill. MH moved to Brooks Co
CL01 101 102	Harrison, Suzanne W	\$ 8,670.00	\$ -	MH Sold Aug 2019, now in Baker Co. Delete tax bill
51 20 A 4	Henry, Mary Teresa Boutwell	\$ 10,215.00	\$ 43,420.00	Homestead Added for the 2020 Tax Digest.
B10 87	Lively, Charles Wesley Jr	\$ 8,997.00	\$ -	Delete 2020 MH tax bill. Homestead for 2020 tax yr
16B 90	Love, Dennis Clayton & Nancy Jane	\$ 30,820.00	\$ -	Delete 2020 MH tax bill. Homestead for 2020 tax yr
98A 26	McCullough Martilda S & John	\$ -	\$ 97,098.00	MH added for 2020 tax yr. Purchased in 2019
98A 26	McCullough Martilda S & Clifford F Reynolds	\$ 13,015.00	\$ -	Delete 2020 MH tax bill. MH now in Dothan, AL since 6/19
BR01 21 A	Williams, Diann	\$ 7,768.00	\$ 1.00	MH Appeal Finalized

Mark Harrell - Tax Commissioner

Ollie H. Mackey - Board of Assessors

Pete Stephens, Chairman - Board of Commissioners

