

AGREEMENT #23082 LAKE COUNTY JAIL INMATE FOOD SERVICE

This AGREEMENT is entered into by and between Lake County ("County") and Trinity Service Group ("Vendor"), 477 Commerce Blvd., Oldsmar, FL 34677.

RECITALS

WHEREAS, Lake County is seeking a Vendor to provide the Lake County Jail Inmate Food Services, in Lake County, IL as noted in the Vendor's proposal dated June 6, 2023, ("Services"); and

WHEREAS, Vendor has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Vendor agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire Agreement between Lake County and Vendor are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Terms and Conditions identified in RFP #23082 Lake County Jail Inmate Food Service as Exhibit A
- C. Posted RFP #23082 Addendum(s) as Exhibit B.
- D. Contractor's RFP response to RFP #23082 proposal dated June 6, 2023, and all exhibits thereto identified within as Exhibit C.
- E. Contractor's Response to Best and Final Offer (BAFO) as Exhibit D.

SECTION 2. SCOPE OF WORK

The food service provider (contractor) shall provide for all aspects of the food service operation and meet minimal requirements of federal, state, and local requirements that may pertain to the food service operation. This shall include but not limited to Illinois Department of Corrections (IDOC) Title 20, Chapter I, Subchapter F, Part 701 Section 701.110 County Jail Standards for Food Services. Additional information can be found at <https://www.illinois.gov/idoc>.

The Vendor shall provide inmate food services inclusive of obtaining and overseeing all necessary food /beverage products, supplies (except where specifically noted otherwise), and labor for the Lake County Adult Corrections and CBCC inmates. The Vendor shall be responsible for food preparation and delivery of meals as further defined herein. The Vendor shall maintain a supply of inventory and provide staffing for all administrative and operational functions as described in this RFP. Food service shall meet the standards of the National Commission on Correction Health Care (NCCHC), American Correction Association (ACA), Prison Rape Elimination Act (PREA), and the Illinois Department of Corrections Jail Standards.

Additional details of the scope of work are outlined that Vendor agrees to perform is set forth in Terms and Conditions identified as Exhibit A of this Agreement.

SECTION 3. DURATION

This contract shall be in effect for a two (2) year period beginning upon execution. Lake County reserves the right to renew this contract for three (3) additional one (1) year period(s), subject to acceptable performance by the contractor. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

SECTION 4. AGREEMENT PRICE

The County will pay Vendor a fixed rate of \$2.683 per inmate meal and will invoice the County no more than once per month based upon the actual number of meals distributed.

SECTION 5. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and Vendor shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Vendor shall maintain records showing actual time devoted and cost incurred. Vendor shall permit a representative from Lake County to inspect and audit all data and records of Vendor for work and/or services provided under this Agreement. Vendor shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

SECTION 6. CHANGE ORDERS

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

SECTION 7. ESCALATOR PROVISION

Prices throughout the initial term of the contract shall remain firm/fixed for a two (2) year period. Written requests for price revisions after the two (2) year period shall be submitted to Lake County Purchasing at least sixty (60) days in advance to the annual contract period. Requests must be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not

include overhead and profit. Changes in the contract price shall be negotiated based on the amount of the actual change in Contractor cost or on the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away from Home. Vendor reserves the right to propose a meal price adjustment annually, effective on the anniversary date of the contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away from Home. After the initial two-year period the 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 County 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's control, including, but not limited to menu changes requested by the facility, decreases in inmate population or changes in federal, state, or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

SECTION 8. INDEMNIFICATION

Vendor agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Vendor. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 9. INSURANCE

The Vendor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

All Contracts may be subjected to change.

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- VIII and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations

- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 2,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 5,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage; limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- Each Accident \$1,000,000
- Disease-Policy Limit \$1,000,000
- Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants and/or Software Developer for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Cyber Liability

Cyber Liability Insurance for unauthorized release of Personally Identifiable Information (PII), protected Health Information (PHI) and confidential information of third parties and employees including Privacy Regulatory coverage for both legal defense and fines/penalties from a privacy breach for risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit.

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis.
- b. The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c. Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d. Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- e. **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

SECTION 10. INDEPENDENT CONTRACTOR

Vendor is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Vendor's manner, detail, or means by which Vendor accomplishes tasks under this Agreement.

SECTION 11. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 12. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 13. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 14. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 15. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Vendor relative to this Agreement shall be addressed to the Vendor at the address shown herein below:

James Perry – Vice President Sales – POC
477 Commerce Blvd
Oldsmar, FL 34677
jim.perry@trinityservicesgroup.com
Phone 520 904 4048

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 16. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Vendor, Vendor shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Vendor would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

SECTION 17. TERMINATION

Lake County and Vendor reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County and Vendor reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 90 days' written notice. In case of such termination, Vendor shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Vendor's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Vendor with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Vendor at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Vendor to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

SECTION 18. CONFIDENTIALITY

Both parties acknowledge that Vendor's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

SECTION 19. WORK PRODUCT

All work product prepared by Vendor pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Vendor shall deliver the work product to Lake County upon completion of Vendor's work, or termination of the Agreement, whichever comes first. Vendor may retain copies of such work product for its records; however, Vendor may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 20. NEWS RELEASES

Vendor may not issue any news releases regarding this Agreement without prior approval from Lake County.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Trinity Service Group:

Purchasing Agent
Lake County

Title

Date _____

Date _____