FOOD SERVICES AGREEMENT

THIS FOOD SERVICE AGREEMENT ("Agreement") is made by and between the Effingham County Board of Commissioners, with principal offices located at , 804 S. Laurel Street, Springfield, GA 31329 ("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 or issued a Request for Proposal ("RFP") for Inmate Food Services 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. COMMENCEMENT AND TERMINATION

1.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for ___1__ years, commencing September 1, 2026, and expiring ____August 31, 2027__________.

1.2. Following the initial term, this Agreement shall automatically renew for successive one (1) year terms unless Client gives written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term.

1.3. Trinity shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Trinity may exercise this option by giving Client sixty (60) days' written notice of termination. The notice shall specify the date on which termination shall be effective. In the event Trinity elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the Client for up to an additional ninety (90) days.

1.4. 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.

1.5. 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.

1.6. Client may terminate this Agreement for convenience without cause upon thirty (30) days' prior written notice to Trinity. In the event of termination for convenience without cause, Client shall pay Trinity: (i) all undisputed amounts due for services performed through the effective date of termination; and (ii) reasonable demobilization costs not to exceed 10% of the average monthly recurring charges, provided that Trinity provides Client with a detailed invoice and supporting documentation. Client shall not be liable for any lost profits, future revenues, or early termination fees.

1.7. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate absolutely and without further obligation on the part of Client at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. Section 36-60-13, the provisions of which are incorporated herein. This Agreement shall be deemed to obligate Client only for those sums payable during the current fiscal year of execution or, in the event of renewal by Client, for those sums payable during the individual fiscal year renewal term. Client is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during Client's then-current fiscal year. Should Client fail to budget, appropriate, or otherwise make available funds to pay according to this Agreement following the then-current initial term or renewal term, this Agreement shall be deemed terminated at the end of the then-current initial term or renewal term. To the maximum extent permitted under applicable law, Client and Trinity expressly acknowledge and agree that this Agreement shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated, and they intend and agree that the provisions of this Agreement shall be interpreted and construed so as to be lawful and permissible under such statute.

SECTION 2. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Effingham County Prison, the Effingham Jail and the Effingham Senior Citizens Center (such locations 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, including, should this Agreement later be amended to provide for such service, any expanded food service to staff and/or other persons on the Premises (such food service hereinafter referred to as "Services").

SECTION 3. TRINITY'S RESPONSIBILITIES

3.1. Pursuant to the terms, conditions, and requirements of this Agreement, including but not limited to the RFP and the Proposal, both of which are incorporated herein by this reference and detailed in **Exhibit A** attached hereto, 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 as per **Exhibit B**.

3.2. Trinity agrees: (i) to comply with all Prison Rape Elimination Act (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; and (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity.

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

3.3. 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. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

3.4. 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.

3.5. 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 B**. 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.

3.6. 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.

3.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts but not due to the acts or omissions of inmates, Client's employees or agents, or anyone who is not an employee of Trinity. This does not include the repair or maintenance for normal equipment wear-and-tear and other responsibilities of the Client as defined in Section 4.

3.8. In connection with Services provided hereunder, Trinity shall purchase inventory 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.

3.9. Trinity will produce special diets, including but not limited to, therapeutic or religious diets, in response to proper orders for the same (collectively, "Special Diets"). Therapeutic diets will be produced in response to an order from an individual in the medical department with prescription-writing authority, namely a Medical Doctor (MD), Physician Assistant (PA), or Nurse Practitioner (NP). Religious diets will be produced in response to appropriate order from the Client's chaplain or as otherwise agreed upon by the parties.

3.10. Trinity shall ensure that Special Diets are made promptly and are available for consumption by inmates who have received appropriate orders for these diets. Trinity is not responsible for ensuring that inmates (i) actually consume the meals, or (ii) are complying with their Special Diet restrictions on items or meals that were not produced by Trinity.

SECTION 4. CLIENT'S RESPONSIBILITIES

4.1. 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 as detailed in **Exhibit A**, and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage collection and removal services, extermination and pest control services, sewage disposal services, snow removal services, and office space.

4.2. 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. 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, (i) pay to Trinity all increased costs due to the equipment issue, including, but not limited to, all paper products used during such time period, and (ii) work in good faith with Trinity on menu changes, product substitutions, and any other remedial measures until the equipment issue is resolved. 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.

4.3. 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.

4.4. Client will reimburse Trinity for all paper products used during lockdown events or any other period when paper products are required due to circumstances outside the control of Trinity.

4.5. 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 or parent 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. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

4.6. 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, at, or upon the Premises.

4.7. Client agrees to complete all background checks pursuant to Section 3.3 within ten (10) days of request by Trinity. Trinity will not be liable for liquidated damages or penalty fees related to Client's failure to timely complete background checks.

4.8. Client shall ensure that, whenever possible, the Trinity Diet Manual's formulary diets are ordered for individuals within their custody. Client shall further ensure that only medical department members with prescription-writing authority, namely an MD, PA, or NP, order medical diets for individuals within their custody.

4.9. Client shall ensure that orders for Special Diets are timely delivered to Trinity in a manner that allows production in a manner consistent with the inmates' needs. Further, if Client is responsible for delivering meals to individuals, the Client is responsible for ensuring that such Special Diet is promptly and correctly provided to the correct individual.

4.10. Client shall ensure that its employees or subcontractors follow the procedures within the Trinity Diet Manual if a non-formulary diet is indicated ("Non-Formulary Diet"). Namely, conferences with Trinity's Registered Dietitian (RD) for its region to ensure that a nutritionally adequate diet compliant with an individuals' religious or serious medical needs are required prior to the order of any Non-Formulary diet. Client's medical department shall re-assess Non-Formulary Diets for continued necessity every ninety (90) days.

4.11. Client shall fully cooperate and take all actions necessary to allow Trinity to perform the Services in compliance with all applicable federal, state, and local laws or regulations.

4.12. Client represents and warrants that it is lawful in its respective jurisdiction of County of Effingham, State of Georgia, to contract for the Services as detailed in this Agreement.

SECTION 5. FINANCIAL ARRANGEMENTS

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

SECTION 6. INDEMNIFICATION AND INSURANCE

6.1. Trinity shall defend, indemnify, and hold harmless Client, its officers, employees, and agents from and against any and all claims, demands, suits, liability, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (i) Trinity's negligent acts or omissions, willful misconduct, or breach of this Agreement; (ii) bodily injury, death, or property damage caused by Trinity's food service operations, including but not limited to food-borne illness, contamination, allergen exposure, or foreign objects in food; (iii) Trinity's failure to comply with applicable federal, state, or local laws, regulations, or standards; (iv) employment-related claims by Trinity employees or subcontractors; (v) intellectual property infringement claims related to Trinity's methods, recipes, or materials; or (vi) violations of the Prison Rape Elimination Act (PREA) by Trinity personnel.

6.2. To the extent permitted by Georgia law and subject to Client's sovereign immunity, Client shall indemnify Trinity from claims arising solely from Client's negligent acts or omissions unrelated to Trinity's performance hereunder, excluding any claims arising from Client's governmental or discretionary functions, policy decisions, or regulatory enforcement. Client's indemnification obligation shall not exceed amounts appropriated and available for such purpose and shall not apply to claims arising from Client's exercise of rights under this Agreement, including inspections, audits, or enforcement of performance standards.

6.3. Notwithstanding any provision herein, neither Party shall be required to indemnify the other for claims arising from that other Party's sole negligence, willful misconduct, or breach of this Agreement.

6.4. Trinity shall indemnify Client for all claims brought by inmates arising from Trinity's food service operations, meal quality, Special Diet failures, or other acts or omissions of Trinity or its personnel, except to the extent caused by Client's provision of defective equipment after notice under Section 4.2 or Client's failure to deliver Special Diet orders as required in Section 4.9.

6.5. Trinity shall provide defense at its expense with counsel reasonably acceptable to Client. Trinity shall not settle any claim that imposes obligations on Client or admits Client liability without Client's prior written consent.

6.6. To the extent indemnification applies, it shall not require Client to defend or to indemnify Trinity affiliates, subcontractors, or assigns. Nothing in this Agreement shall be construed to waive, limit, or modify any defense, immunity, or limitation of liability available to Client including but not limited to sovereign immunity or governmental immunity under Georgia law. Notice must be provided within ninety (90) days of the Party's actual discovery of the claim, but in no event less than ten (10) days prior to any responsive pleading deadline.

6.7. Trinity shall obtain and maintain insurance as required by the terms of the RFP. Certificates of Insurance for such coverages shall be provided by Trinity prior to the commencement of Services hereunder.

6.8. 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.

6.9. The provisions of this Section shall survive the expiration or termination of this Agreement.

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, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, 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.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's 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, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Client may assign this Agreement without Trinity's consent to: (i) a successor county agency or department; or (ii) another Georgia political subdivision pursuant to an intergovernmental agreement. Client shall provide Trinity with written notice of any such assignment. Trinity shall not, without Client's prior written consent, which consent shall not be unreasonably withheld: (i) assign this Agreement to any third party (except to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of Trinity's assets); or (ii) undergo a change of control (defined as a transaction in which 50% or more of Trinity's voting equity changes hands). Trinity shall provide Client with at least sixty (60) days' advance written notice of any proposed change of control, and Client may terminate this Agreement without penalty if Client reasonably determines that the change of control would adversely affect the services or Client's interests. For purposes of this provision, any assignment or change of control without Client's consent shall be deemed a material breach entitling Client to immediate termination.

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.

This Agreement consists of this body, Exhibit A (incorporating the RFP and the Proposal), and Exhibit B (including Schedule 1). In the event of any conflict, ambiguity, or inconsistency among these documents, the following order of precedence shall control: (1) the body of this Agreement; (2) Exhibit B; (3) the Proposal; and (4) the RFP. A term in a lower-priority document that supplements, and does not conflict with, a higher-priority document shall remain in effect.

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: Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
10880 Linpage Place
St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

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

If Client is required by law, including but not limited to the Georgia Open Records Act, to disclose Confidential Information, Client shall, to the extent permitted by law, provide Trinity with prompt notice of such requirement. However, Client's obligations under the Georgia Open Records Act and other public disclosure laws shall take precedence over any notice or delay provisions in this Agreement. Client shall not be liable for disclosure of Confidential Information required by law. Client cannot contractually agree to withhold public records except as permitted by specific statutory exemption under O.C.G.A. § 50-18-72.

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. EXECUTION

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

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles. The parties shall use their best efforts to resolve any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement (each a "Dispute") by consulting and negotiating in good faith. Any Dispute not remedied within thirty (30) days of such efforts may be brought exclusively in the Superior Court of Effingham County, Georgia, or the United States District Court for the Southern District of Georgia. Each party consents to personal jurisdiction in Georgia and waives any objection to venue or forum non conveniens. Client reserves all rights under Georgia law, including the right to jury trial where applicable, and does not waive any such rights by entering into this Agreement.

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.

Remainder of page intentionally left blank. Signatures to follow.

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

EFFINGHAM COUNTY BOARD OF COMMISSIONERS	**TRINITY SERVICES GROUP, INC.**
By:	By: James M. Perry
Printed Name: Tim Callanan	Printed Name: James M. Perry
Title: County Manager	Title: Senior Vice President
Date: 08-20-2026	Date: 8/24/2026

EXHIBIT A
SERVICES

RFP and Proposal

EXHIBIT B
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.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices. As per Section 1, either party may terminate the Agreement pursuant to the notice requirements of that section if the parties cannot agree to pricing for the next year.

In the event of material cost changes in (1) food costs, (2) federal, state, or local taxes or tariffs including, but not limited to, social security taxes, unemployment taxes or payroll based taxes, (3) labor costs, including 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, or (4) 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 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's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances. If the parties are unable to agree upon revised pricing under these conditions, either party may terminate the agreement by providing ninety (90) days' written notice.

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, and any other applicable charges under this Agreement, 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 to 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. The Parties agree that all payments due and owning under this Agreement shall be made through automated clearing house (ACH) transfers, unless otherwise agreed upon by the Parties in writing. The Parties hereby agree to undertake any and all required actions and execute any required documents, instruments, or agreements required to carry out this requirement.

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

Eff. September 1, 2026

The sliding scale should be based on the following schedule of meals served to jail & prison inmates per day: - BASED UPON A 3300 CALORIE MENU

< 30,000 meals per month	$ 1.875
30,001 – 35,000 meals per month	$ 1.741
> 35,001 meals per month	$ 1.645

Cost per meal for Effingham County Senior Citizens

< 3,000 meals per month	$ 5.348
3,001 – 3,500 meals per month	$ 5.348
3,501 – 4,000 meals per month	$ 5.348
> 4,000 meals per month	$ 5.348