



# Schenectady County Legislature

## Committee on Rules

*Hon. Philip Fields, Chair*

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 6, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Rules  
Honorable Philip Fields, Chair  
Tuesday, September 10, 2024 at 7:00p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsor</b>
R	44 A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY	The Committee on Rules	
R	45 A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION	The Committee on Rules	
R	46 A RESOLUTION ADOPTING LOCAL LAW NO. B OF 2024	The Committee on Rules	
R	47 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF SENIOR AND LONG-TERM CARE SERVICES	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	48 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO A COLLECTIVE BARGAINING AGREEMENT WITH SHERIFF DAGOSTINO, AND THE CORRECTION OFFICER'S BARGAINING UNIT OF THE SCHENECTADY COUNTY SHERIFF'S BENEVOLENT ASSOCIATION, LOCAL 3874, COUNCIL 82, AFSCME, AFL-CIO	The Committee on Rules	

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R	49 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH TRINITY SERVICES GROUP, INC. FOR FOOD SERVICE MANAGEMENT AT THE SCHENECTADY COUNTY CORRECTIONAL FACILITY	The Committee on Rules	
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**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/6/2024  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 44

**Title of Proposed Resolution:**

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY

**Purpose and General Idea:**

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY

**Summary of Specific Provisions:**

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY

**Effects Upon Present Law:**

None.

**Justification:**

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY

**Sponsor: The Committee on Rules**

**Co-Sponsor:**

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/6/2024  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 45

**Title of Proposed Resolution:**

A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION

**Purpose and General Idea:**

A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION

**Summary of Specific Provisions:**

A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION

**Effects Upon Present Law:**

None.

**Justification:**

A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION

**Sponsor:** The Committee on Rules

**Co-Sponsor:**

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/6/2024  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 46

**Title of Proposed Resolution:**

A RESOLUTION ADOPTING LOCAL LAW NO. B OF 2024

**Purpose and General Idea:**

To adopt proposed Local Law B of 2024 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

**Summary of Specific Provisions:**

Adopts proposed Local Law B of 2024 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

**Effects Upon Present Law:**

None.

**Justification:**

Adopts Proposed Local Law B of 2024 as Local Law 3 of 2024.

**Sponsor: The Committee on Rules**

**Co-Sponsor:**



## PROPOSED LOCAL LAW NO. B-24

### COUNTY OF SCHENECTADY

*Introduced by Legislator Samuel:*

#### **A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY**

**BE IT ENACTED** by the Legislature of the County of Schenectady, as follows:

*Section 1: Intent and Purpose.*

It is declared to be the intent and purpose of this law to enable the County of Schenectady to have the general care and control of the corporate real and personal property of the County in order to benefit the inhabitants thereof in accordance with the New York State County Law.

*Section 2:* Notwithstanding the provisions of section two hundred fifteen of the County Law or any other provision of law to the contrary, this Legislature hereby determines that County real property in the Town of Glenville as hereinafter described is no longer necessary for use by the County and that all the right, title and interest of the County in such real property shall be conveyed to Luco Associates, LLC. without public advertisement or competitive bidding.

*Section 3:* The parcel of real property situate in the Town of Glenville and County of Schenectady, State of New York, subject to this Local Law is described as follows:

All that piece or parcel of land situate in the Town of Glenville, County of Schenectady and the State of New York, bounded and described as follows:

Commencing at northeasterly corner of the lands of Alfonso Roman Group, LLC (Book 1981, Page 16), said point being the northwesterly corner of the lands of C2 Marketing, LLC (Book 2053, Page 525); thence from said point of commencement and along said lands of Alfonso Roman Group, LLC, North 48°05'03" West, 107.26 feet to the point of beginning; thence from said point of beginning and

through the lands of Schenectady County, the following five courses: 1) North 48°05'03" West, 189.13 feet to a point; 2) North 44°07'55" East, 105.65 feet to a point; 3) North 75°01'27" East, 288.19 feet to a point; 4) South 44°46'53" East, 33.07 feet to a point and 5) South 42°48'39" West, 345.11 feet to the point or place of beginning.

Containing in all 1.06 acres of land being more or less

*Section 4:* The Legislature shall, by duly adopted resolution or by contract or by instruments authorized by such resolution, convey, for the consideration of ten thousand dollars (\$10,000.00), the real property, or a portion thereof, hereinbefore described for use by Luco Associates, LLC. This conveyance shall be conducted subsequent to receiving all necessary approvals from the Federal Aviation Administration.

*Section 5:* This Local Law shall become effective forty-five (45) days after its final adoption, publication and filing, subject to permissive referendum in accordance with Section twenty-four of the Municipal Home Rule Law, unless within such forty-five (45) day period there be filed with the Clerk of the Legislature of the County of Schenectady a petition protesting against such Local Law, signed and authenticated as herein required by qualified electors of the County of Schenectady, registered to vote therein at least ten (10) per centum of the total number of votes cast for governor as the last gubernatorial election in the County of Schenectady.

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/6/2024  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 47

**Title of Proposed Resolution:**

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF SENIOR AND LONG-TERM CARE SERVICES

**Purpose and General Idea:**

Provides Authorization to Eliminate and Create Positions at Senior and Long-Term Care Services

**Summary of Specific Provisions:**

Authorizes the elimination of two (2) positions of Caseworkers in the Expanded In-Home Services for the Elderly and NY Connects programs and the creation of two (2) positions of Aging Services Representative (CSEA Grade 12).

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed Senior and Long Term Care Services personnel changes. This change will replace two Caseworker positions with two Aging Services Representative positions (CSEA Grade 12).

Increase Expense Code By:

A516772._01827	Aging Services Representative (2 Positions) (CS 12)	\$30,711
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Decrease Expense Code By:

A516773._01231	Caseworker (2 Positions) (CS 14)	\$37,548
A516773.130000	Longevity	\$2,617

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$9,454
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

These changes would help with filling the department vacancies, which would in turn allow the department to better service the needs of the county's senior residents.

**Sponsor: The Committee on Rules**

**Co-Sponsor:**



# COUNTY OF SCHENECTADY



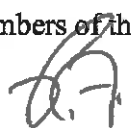
RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Adrienne Silva, Senior and Long Term Case Services Manager  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** September 6, 2024

**RE:** Authorization to Eliminate and Create Positions at Senior and Long Term Care Services

---

Attached is a memorandum Adrienne Silva, Senior and Long Term Case Services Manager, requesting authorization to eliminate two (2) positions of Caseworkers in the Expanded In-Home Services for the Elderly and NY Connects programs and create two (2) positions of Aging Services Representative (CSEA Grade 12). As Ms. Silva indicates, these changes will help to replace vacancies in the department and allow it to better service the needs of the county's senior residents.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.



**SCHENECTADY COUNTY  
DEPARTMENT OF  
SENIOR AND LONG TERM CARE SERVICES**



107 Nott Terrace, Suite 305  
Schenectady, NY 12308-3170  
Tel: (518) 382-8481  
Fax: (518) 382-0194

Manager: Adrienne Silva

To: Rory Fluman, County Manager

From: Adrienne Silva, SLTCS Department Manager

CC: Jennifer Bargy, Deputy County Manager  
Jaclyn Falotico, Commissioner of Finance  
Christopher Gardner, County Attorney  
Jennifer Nelson, Director, Management & Budget  
Mary Forman, SLTC Planner  
Marylou Riddle, Executive Secretary

Re: Budget Amendment – Senior and Long Term Care Services – Creation and Elimination of Vacant Positions

Date: September 4<sup>th</sup>, 2024

We are requesting to remove two caseworker positions in the EISEP and New York Connects programs; and add two positions for Aging Services Representative (Grade 12). Senior and Long Term Care Services will be better served with these new titles. The department is currently understaffed and approving these changes as soon as possible will help us more appropriately meet the needs of the clients that we serve.

This change is budget neutral, with the salary for Aging Services Representative Grade 12 is \$49,900 per year with 72.59% paid by Title III E funding, 20.12% pay by New York Connects funding, 4.41% paid by Community Services for the Elderly funding, and 2.88% paid by Medicare Improvements for Patients and Providers funding.

We are requesting that this budget amendment be presented to the Schenectady County Legislature Committee Meeting for consideration.

*The mission of the Schenectady County Department of Senior and Long Term Care Services is to promote the long term health and well-being of Schenectady County residents and assure that they receive the necessary community-based services that they are entitled to in order to remain safely in the community. These services are provided without regard to race, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.*

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax

County Finance

# Memo

**TO:** Rory Fluman, County Manager

**FROM:** Jaclyn Falotico, Commissioner of Finance *JK*

**DATE:** September 6, 2024

**SUBJECT:** Budget Amendment – Senior and Long Term Care Services Personnel Changes

---

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed Senior and Long Term Care Services personnel changes. This change will replace two Caseworker positions with two Aging Services Representative positions (CSEA Grade 12).

Increase Expense Code By:

A516772_01827	Aging Services Representative (2 Positions) (CS 12)	\$30,711
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Decrease Expense Code By:

A516773_01231	Caseworker (2 Positions) (CS 14)	\$37,548
A516773.130000	Longevity	\$2,617

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$9,454
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

# Memo

To: Rory Fluman, County Manager  
From: Joe McQueen, Director of Human Resources  
Date: September 6, 2024  
Re: Elimination and Creation of Positions in Senior and Long-Term Care Services

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The Office of Senior and Long-Term Care has requested the elimination of the positions Caseworker (EISEP) and the creation of the positions of Aging Services Representative.

I recommend the creation of two Aging Services Representative positions at a CSEA Grade 12.

All necessary action need by the Schenectady County Civil Service Commission will be taken at the September 17, 2024 meeting.

Thank you.

## LEGISLATIVE INITIATIVE FORM

**Date:** 9/6/2024  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 48

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO A COLLECTIVE BARGAINING AGREEMENT WITH SHERIFF DAGOSTINO, AND THE CORRECTION OFFICER'S BARGAINING UNIT OF THE SCHENECTADY COUNTY SHERIFF'S BENEVOLENT ASSOCIATION, LOCAL 3874, COUNCIL 82, AFSCME, AFL-CIO

**Purpose and General Idea:**

Provides Authorization to Amend a Collective Bargaining Agreement with the Schenectady County Sheriff's Benevolent Association, Local 3874, Council 82, AFSCME, AFL-CIO

**Summary of Specific Provisions:**

Authorizes the amendment to a Collective Bargaining Agreement with the Schenectady County Sheriff's Benevolent Association, Local 3874, Council 82, AFSCME, AFL-CIO.

**Effects Upon Present Law:**

None.

**Justification:**

Christopher Gardner, County Attorney stated that this amendment would correct a change that occurred with the most recent revisions to the contract in 2023, which unintentionally resulted in some correction officers with less seniority earning more money than those with more seniority. Specifically, the corrections entail giving certain employees a one-time adjustment to their salaries and Step-placement.

**Sponsor: The Committee on Rules**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy County Clerk  
Christopher Gardner, County Attorney

**Date:** September 6, 2024

**RE:** Authorization to Amend a Collective Bargaining Agreement with the Schenectady County Sheriff's Benevolent Association, Local 3874, Council 82, AFSCME, AFL-CIO

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Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to Amend a Collective Bargaining Agreement with the Schenectady County Sheriff's Benevolent Association, Local 3874, Council 82, AFSCME, AFL-CIO. As Mr. Gardner indicates, this amendment would correct a change that occurred with the most recent revisions to the contract in 2023, which unintentionally resulted in some correction officers with less seniority earning more money than those with more seniority. Specifically, the corrections entail giving certain employees a one-time adjustment to their salaries and Step-placement.

I recommend your approval.

**COUNTY OF SCHENECTADY  
OFFICE OF THE COUNTY ATTORNEY  
Inter-Department Correspondence Sheet**

**To:** Rory Fluman, County Manager

**From:** Christopher H. Gardner, County Attorney *CHG*

**Cc:** Sheriff Dominic Dagostino  
Undersheriff James Barrett  
Superintendent Ronald Walsh  
Geoffrey T. Hall, Clerk of the Legislature  
Jaclyn Falotico, Commissioner of Finance  
Frank S. Salamone, Executive First Deputy County Attorney  
Joseph McQueen, Director of Human Resources  
Dennine LaPlante, Sr. Employee Benefits Admin.  
M. Joe Landry, Counsel to the Legislature  
Jennifer Bargo, Deputy County Manager  
Marylou Riddle, Executive Secretary to County Manager  
Charles Davidson, Sustainability Coordinator

**Dated:** September 4, 2024

**Re:** Amended Tentative Agreement to Adjust Wages and Amend Contract in the Correction Officers Contract.

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In November, 2023, the County Legislature approved revisions to the Corrections Bargaining Unit Contract to enhance the recruitment and retention of new correction officers. The focal point of the Contract Amendments was the elimination of Steps 1 and Step 2 of the Contract.

One of the unforeseen consequences of that Contract Amendment was that some correction officers with less seniority began making more money than correction officers with more seniority based upon their date of hire and anniversary date.

In order to clarify and rectify this situation the Union, the County and the Sheriff have negotiated a one-time adjustment to salaries and Step-placement which takes the following actions:

Paragraph 2 provides that nine (9) correction officers shall be moved from Step 3 to Step 4 effective September 15, 2024.

Paragraph 4 provides that six (6) correction officers shall be moved from Step 1 to Step 2 on September 15, 2024.

Paragraph 3 provides that five (5) correction officers shall be moved from Step 2 to Step 3 on their anniversary date which are listed. Only these five (5) employees listed in Paragraph 3 will receive retroactive pay.

In Paragraph 1, the parties specifically provide for the renumbering of the Steps to alleviate any possible confusion. Additionally, the parties clarify that employees listed in Paragraphs 3 and 4 shall continue to move up one Step on their anniversary date.

I recommend that the proposed Amendment to the Corrections Unit Contract be presented to the County Legislature at their meeting on September 10, 2024 for its consideration.

CHG/kah  
Attachment



**TENTATIVE AGREEMENT  
TO ADJUST WAGES AND AMEND  
THE CONTRACT BETWEEN COUNTY OF SCHENECTADY,  
SHERIFF DAGOSTINO AND THE SCHENECTADY COUNTY ASSOCIATION,  
LOCAL 3874, COUNCIL 82 AFSCME, AFL-CIO  
FOR THE CORRECTION OFFICER'S BARGAINING UNIT**

**WHEREAS**, the parties agreed to amend the Contract between the parties in November 2024 with an effective date of January 1, 2024; and

**WHEREAS**, the parties have agreed that such amendment created certain inequities which resulted in employees with less service time making more money than those with more service time; the parties hereby agree as follows:

1. The parties hereby agree that the Steps shall be amended and renamed as follows:

<u>OLD CONTRACT</u>	<u>NEW CONTRACT</u>
Step 1	Abolished
Step 2	Abolished
Step 3	1
Step 4	2
Step 5	3
Step 6	4

2. Effective September 15, 2024, the following employees shall be moved to Step 4:

Raymond Jabanoski  
Ashleigh Sellick  
Mark Waite  
Paul Longi  
Marcus Kent  
Kyle Waite  
Matthew Glasser  
Fidel Mohobir  
Jordan Allen

3. Effective on their 2024 anniversary dates, the following employees shall be moved to Step 3:

	<u>ANNIVERSARY DATE</u>
Kira Lachanski	01/23/2024
Devin McGlynn	01/24/2024
Jason Suriano	02/20/2024
Joseph Balko	04/03/2024
Nevada Brown	07/10/2024

Only employees in Paragraph 3 shall receive retroactive pay.

4. Effective September 15, 2024, the following employees shall be moved to Step 2:

Katarzyna Rice  
Rebecca Hafensteiner  
Shawn Jones  
Janac Timmons  
William DeAprix  
Kellissa DaSilva

5. All of the employees listed in paragraphs 3 and 4 shall continue to move up one step on their anniversary date.

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Greg Snyder  
President  
SCSBA Local 3874  
Council 82 AFSCME  
AFL-CIO

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Dominic Dagostino  
Sheriff

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Rory Fluman  
County Manager

Approved as to form and content:

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Christopher H. Gardner, Esq.  
County Attorney

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/6/2024  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 49

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH TRINITY SERVICES GROUP, INC. FOR FOOD SERVICE MANAGEMENT AT THE SCHENECTADY COUNTY CORRECTIONAL FACILITY

**Purpose and General Idea:**

Provides Authorization to Enter into a Multi-Year Agreement with Trinity Services Group for Food Service Management at the Schenectady County Correctional Facility Contingent Upon the Results of Request for Proposal 2024-03.

**Summary of Specific Provisions:**

Authorizes the County to enter into a multi-year agreement with Trinity Services Group for food service management at the Correctional Facility and authorization to eliminate the position of Senior Cook (Sheriff) from the Correctional Facility.  
The agreement with Trinity Services Group would be contingent upon the results of Request for Proposal 2024-03 which closes on September 6, 2024 and will be officially awarded on September 9, 2024.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate changes to the jail's kitchen operations with the signing of the multi-year kitchen management contract.

Decrease/Remove Expense Code By:

A513150._01695	Sr. Cook (Sheriff)	\$17,848
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Increase Expense Code By:

A513150.132300	SBA Holidays	\$2,290
A513150.132500	Sick Retirement Benefit	\$9
A513150.131300	On Call	\$644

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$14,905
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Dominic Dagostino, County Sheriff indicates that in addition to Trinity Service Group providing food service operations for the incarcerated population and departmental staff, they will also provide auxiliary services like menu development, audits, food procurement, and dietician services. This company is a nationwide entity so it has a cost advantage when procuring food in bulk. Trinity Service Group has an established presence within 21 county-operated correctional facilities including NYS. The county sheriff concludes that this agreement would bring a professionalism to the facility's kitchen and is estimated to bring cost-savings for the County.

**Sponsor: The Committee on Rules**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



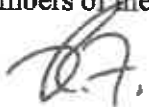
RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy County Clerk  
Dominic A. Dagostino, County Sheriff  
Thomas Bellick, Purchasing Agent

**Date:** September 6, 2024

**RE:** Authorization to Enter into a Multi-Year Agreement with Trinity Services Group for Food Service Management at the Schenectady County Correctional Facility Contingent Upon the Results of Request for Proposal 2024-03

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Attached is a memorandum from Sheriff Dominic A. Dagostino requesting authorization to enter into a multi-year agreement with Trinity Services Group for food service management at the Correctional Facility. This agreement would be contingent upon the results of Request for Proposal 2024-03 which closes on September 6, 2024 and will be officially awarded on September 9, 2024.

In addition to Trinity providing food service operations for the incarcerated population and department staff, they will also provide auxiliary services like menu development, audits, food procurement, and dietician services. This company is a nationwide entity so it has a cost advantage when procuring food in bulk. Within New York State, Trinity already has a presence in 21 county-operated correctional facilities. As Sheriff Dagostino indicates, this agreement would bring a professionalism to the facility's kitchen and is estimated to bring a cost-savings for the County.

In addition to this request, I am requesting authorization to eliminate the position of Senior Cook (Sheriff) from the Correctional Facility due to a retirement. This change will also accommodate changes to the facility's kitchen operations.

This agreement would have a term of three years.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.



**SCHENECTADY COUNTY  
SHERIFF'S OFFICE**

320 VEEDER AVENUE  
SCHENECTADY, NEW YORK 12307  
**Dominic A. Dagostino - Sheriff**  
**James J. Barrett - Undersheriff**  
PHONE (518) 388-4300 FAX (518) 388-4593



July 30, 2024

From: Sheriff Dominic A. Dagostino  
To: County Manager Rory Fluman  
Re: Trinity Services Group- Food Service Management for the Schenectady County Correctional Facility

The Schenectady County Correctional Facility is seeking authorization to contract Trinity Services Group as our primary food service vendor. Trinity has provided over three decades of tested quality procurement services not only nationwide but has established a footprint in 21 county correctional facilities within New York State, including Albany and Saratoga counties. Trinity provides a positive and secure working environment coupled with their robust infrastructure and comprehensive support network that would greatly alleviate many of the issues being experienced by the facility. Trinity will provide food service operations for the incarcerated population and department staff. In addition, Trinity will provide many auxiliary services which would include, but not be limited to, vendor, dietician, menu development, audit, and accreditation services as well as trained staff to oversee the procurement of all food products. Communications with comparable facilities using Trinity has yielded high levels of customer satisfaction with the services and products delivered by Trinity.

Their tailored services prioritize client needs, and ensures cost effective operations, transparent communication, and swift resolutions of any concerns. Not only would the facility benefit from Trinity's professional insight, national procurement advantages, and best practice expertise but the County savings are being estimated to be significantly lower than our current budget.

Respectfully,


Sheriff Dominic A. Dagostino

Cc: Gary Hughes-Chair of the County Legislature  
Geoff Hall-Clerk of the Legislature  
Jaclyn Falotico-Commissioner of Finance  
Christopher Gardner-County Attorney  
Thomas Bellick-Purchasing  
Marylou Riddle-Secretary to County Manager

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax

County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance   
**DATE:** September 6, 2024  
**SUBJECT:** Budget Amendment -- Jail Kitchen Operations

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate changes to the jail's kitchen operations with the signing of the multi-year kitchen management contract.

Decrease/Remove Expense Code By:

A513150.01695	Sr. Cook (Sheriff)	\$17,848
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Increase Expense Code By:

A513150.132300	SBA Holidays	\$2,290
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A513150.132500	Sick Retirement Benefit	\$9
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A513150.131300	On Call	\$644
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Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$14,905
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



# County of Schenectady

NEW YORK

**Thomas Bellick**  
Purchasing Agent

[Thomas.Bellick@Schenectadycountyny.gov](mailto:Thomas.Bellick@Schenectadycountyny.gov)  
(518) 388-4240

**Margaret Aragoza**  
Assistant Purchasing Agent

[Maggie.aragoza@Schenectadycountyny.gov](mailto:Maggie.aragoza@Schenectadycountyny.gov)  
518/388-4241

## SCHENECTADY COUNTY PURCHASING DEPARTMENT

County Office Building  
620 State Street - 2<sup>nd</sup> Floor  
Schenectady, New York 12305  
Website: [www.schenectadycountyny.gov](http://www.schenectadycountyny.gov)

### Memorandum

To: Rory Fluman, County Manager  
From: Thomas Bellick, Purchasing Agent  
cc. Ron Walsh, Chris Gardner, Geoff Hall

*Thomas Bellick*

Date: August 23, 2024

Re: Jail Meals service – RFP Due 9/6/2024, for Rules Committee action 9/10/2024

The Purchasing dept. issued RFP – 2024-03, (Schenectady County Correctional Facility Food Service), with proposals due on September 6, 2024. At that time, we will be able to review the proposals received and select a contractor to conduct this service at the County Legislature meeting on the 10<sup>th</sup> of September.



# Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: September 4, 2024

Re: Elimination of Position in the Office of the Sheriff

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The Schenectady County Sheriff has requested the elimination of the position Senior Cook within the jail.

No additional action is necessary by the Civil Service Commission.

Thank you.

TRINITY SERVICES  
GROUP

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Superintendent Ronald Walsh  
Schenectady County Sheriff's Office  
320 Veeder Ave  
Schenectady, NY 12307

Re: Food Service Management for the Schenectady County Correctional Facility

Dear Superintendent Walsh,

Trinity Services Group is pleased to present our comprehensive proposal for the professional management of food services operations at the Schenectady County Correctional Facility. With over three decades of experience, Trinity has been a trusted provider of quality procurement services nationwide, specializing in correctional institutions of varying sizes and needs. Our extensive portfolio includes servicing 21 county correctional facilities within New York State, two of which are located in your immediate vicinity— Albany County and Saratoga County. Notably, ten of these partnerships have spanned five years or more, attesting to our commitment to long-term, successful collaborations.

This rich history of service, coupled with our localized expertise, equips us with an in-depth understanding of both federal and New York State regulations governing correctional feeding. Our substantial presence in New York further enhances our capabilities, providing robust infrastructure and a comprehensive support network tailored to meet your facility's requirements on a daily basis. We firmly believe that facilitating the exchange of resources and information among our clients fosters a positive and secure working environment, a principle we hope resonates with your team.

Our operational excellence is underpinned by a steadfast commitment to client-centric practices. Throughout the state, we are recognized for delivering tailored services that prioritize client needs over profit margins, ensuring cost-effective operations, transparent communication, and swift resolution of any concerns. This approach has consistently yielded high levels of customer satisfaction, a testament to our unwavering dedication to excellence. We are eager to extend this level of service to the Schenectady County Sheriff's Office and contribute to your success.

Our efficient procurement and operational management services can be seamlessly integrated into Schenectady County's operations within as little as 30-60 days of contract approval. Consequently, your food service program stands to benefit promptly from professional oversight, national procurement advantages, and best-practice expertise.

In conclusion, we pledge to implement our services at Schenectady County with utmost consideration for your best interests, ensuring competitive pricing without compromising on quality. Our objective is to cultivate a positive, lasting partnership with your organization, and we are fully committed to accommodating any adjustments to our proposal to achieve this mutual goal. For any inquiries or clarifications, please do not hesitate to contact our dedicated representative, Gabrielle Liddy, at [gabrielle.liddy@trinityservicesgroup.com](mailto:gabrielle.liddy@trinityservicesgroup.com) or 313-530-6898.

Sincerely,

James M. Perry  
Senior Vice President of Sales

## **The Trinity Advantage**

Trinity Services Group is the largest independent, comprehensive food provider in the corrections industry, and we are very excited about the opportunity to provide our high-quality food service and procurement management services at the Schenectady County Correctional Facility. As you may know, we have a great deal of experience providing these services in New York; operating in 21 counties. That said, we have a complete understanding of the required nutritional standards and are well-qualified to meet your needs.

We are also committed to providing customized, cost-saving solutions for every type of operation and will work with Schenectady County to ensure that your operational and fiscal needs are always met. This commitment has resulted in *high customer service satisfaction* across New York. We take great pride in this achievement!

Our experience is the basis for our operational plan; a plan that is formulated with a complete understanding of critical role food service plays in your environment. We know that people who are well-fed are generally happier and more content, generating less complaints, grievance, and incidents. That said, we strive to ensure our operations positively contribute to a safe, secure, and orderly environment.

As a long-term provider of correctional food service in New York State, Trinity understands the unique environments and operational practices at the Schenectady County Correctional Facility and will provide all the support you need to bring your food service operations to the next level. This included but is not limited to:

- Trained staff to oversee your procurement needs in a safe, secure, and cost-effective manner.
- Operational support from a management team with more than 70 combined years of corrections experience.
- Vendor liaison services
- Dietitian services
- Menu development services
- Audit and accreditation services
- Technical support for remodeling/construction planning.

### ***Crisis Management Services***

To assist with critical incident response, Trinity proudly offers **Crisis Management Services (CMS)**. CMS provides immediate response and advisement for any food-related emergency in the facilities we serve. Our team of Experts on Demand (EOD) are available to assist your staff with incident response, 24/7. We believe that timely, precise direction can positively affect outcomes and we want to do our part to bring swift resolutions to these types of incidents. The CMS program can also provide expert-generated “after action” reports to assist you with potential media inquiries, grievances, and lawsuits.

### ***Food Service Operations***

We have many satisfied customers with food service operations that are like Schenectady County in scope and/or population across the nation.

**Some of our partners in New York State are shown below:**

- Albany County Jail+#
- Broome County Jail+
- Cayuga County Jail+
- Delaware County Jail+
- Erie County Juvenile Facility+
- Herkimer County Jail
- Hillbrook Juvenile Detention Facility+
- Monroe County Jail & Correctional Facility+
- Monroe County Juvenile Detention Center+
- Montgomery County Jail \*+
- Niagara County Jail+#

- Oneida County Jail+
- Onondaga County Justice Center & Correctional Facility+
- Otsego County Jail
- Saratoga County Jail\*
- Schoharie County Jail
- Seneca County Jail+
- Steuben County Jail
- Tioga County Jail\*
- Yates County Jail#

(\*) Denotes accounts where we provide procurement/sourcing services only.

(#) Denotes accounts where we provide procurement services with a manager onsite.

(+) Denotes accounts that have been in existence for the past 5 years or longer.

### ***Transition Plan***

Moving your food service operations to a vendor can be stressful. But there is no need to fear! Trinity has a proven track record of successful transitions in facilities of all sizes. We achieve this by implementing **4-week transition plans** that start well before the contract begins.

These plans include:

- Open communication throughout the transition process
- Regular planning meetings
- Policy and procedure review
- Detailed timelines and check lists
- Accountability at all levels

### ***Key Personnel***

The purpose of our response is to provide a clear understanding of Trinity's expertise, and more specifically, how that applies to Schenectady County. The following is a list of key personnel who will perform vital functions for your facilities.

District Manager ***Charles Csicssek*** is responsible for supervisory oversight of New York food service operations. Charles currently resides in central Pennsylvania and has more than 25 years of experience in food service. He will bring exceptional supervisory capabilities and support to your account.

General Manager ***Christina Link*** resides in Oneida County, NY and has more than 20 years of food service management experience. He will be your first point of contact for day-to-day questions or concerns. He will work with your staff for all procurement needs, operational questions, and requested training.

Traveling Manager ***David Evans*** resides in Albany County, NY and has 17 years of experience working in correctional facilities across New York State. He will train your manager and be your first line of support or operational issues that do not rise to the level of General Manager or District Manager.

Dietitian ***Jennifer Sowers*** has 16 years of experience in the correctional food service industry. Her oversight ensures strict conformity with all dietary requirements and her expertise plays an instrumental role in addressing your specific dietary needs.

Our Regional Vice President of Eastern Region Operations, ***Matt Piro***, has over 25 years of experience in correctional food service management. He works proactively with his team to provide the support and tools necessary to ensure a seamless transition of services and continued exceptional customer service.

The Regional Sales Director, **Gabrielle Liddy**, is responsible for business development in the State of New York. Gabrielle has 34 years of experience in correctional facility operations and correctional food service. She is dedicated to ensuring customer satisfaction is maintained at the highest levels in our service agreements.

## **Operational Overview**

Trinity understands that food service profoundly impacts the institutional environment, and that poor quality can lead to instances of unrest, complaints, and low morale. Our considerable experience in the industry has allowed us to create operating procedures that produce cost-effective food service programs without sacrificing quality. We believe that this is critical to promote a positive experience, and we promise to do our part to ensure that your facilities run smoothly...every day.

Furthermore, we believe that our past performance in facilities of similar size demonstrates our ability to perform the required duties and be a long-term partner. We want what you want—an orderly operation, where people are treated humanely...and we intend to do our part to help you achieve your mission. That said, we encourage you to reach out to our clients, as we are confident that they will affirm our ability to fulfill your needs.

It is one thing to proclaim Trinity's qualifications and desire to be your partner; it is another to put both into motion. That is where our personnel play a critical role. Trinity's management and support teams are well-qualified to provide oversight for your program, and our on-sight staff works diligently to produce quality meals and excellent customer service.

To accomplish this, we will ensure the following:

- Menus are well-balanced, meet ACA and federal/state nutrition guidelines, and are certified by a Dietitian, licensed to practice in New York.
- Inventory is complete and accurate, with reporting capabilities furnished by our proprietary computerized kitchen management program.
- Incarcerated individuals are well-supervised, with staff that are trained in effective communication, tool control, key control, PREA, and contraband detection.
- Complaints/grievances are responded to promptly, using detailed policies and procedures with clear timelines to reduce liability.
- Open communication is established at all levels, with monthly reporting and regular meetings, when needed.
- A cooperative environment is always maintained. Your satisfaction is our primary focus, and cooperation is the key to a productive working relationship!

We are confident that, together, we can establish a valuable partnership that meets all of Schenectady County's needs.

To better understand how Trinity achieves success, we have provided the following breakdown of the critical components of our food service procurement program. Each item confirms Trinity Services Group's preparedness and readiness to perform all required services. We have added specific notes, where needed, to clarify how we will institute these components at Schenectady County.

### ***Local, State and Federal Standards***

**Facility:** our Staff will use the procedures you have established as a benchmark for your operation. We will offer suggestions for improvements in cases where our own procedures may amend the security and quality of your food service operation. Suggestions may include items that improve meal quality, enhance the delivery of our services and/or reduce your overall costs.

**ACA:** our Standard Operating Procedures are designed, at a minimum, to meet American Correctional Association (ACA) Standards.

**NCCHC:** our food products are designed to satisfy the dietary guidelines for adults and are nutritionally approved for incarcerated adults and meet the National Conference on Correctional Health Care (NCCHC) standards.

**HACCP:** our staff is trained to understand the specific hazards of food handling and the prevention necessary to ensure food safety. They will ensure that all products received from our vendors and products stored on site meet comply with Hazard Analysis Critical Control Point (HACCP) guidelines.

**NYCOC Part 7009 - Food Service:** Trinity will ensure that your program is always compliant with New York State Commission of Corrections Minimum Standards for Adult Local Correctional Facilities as they relate to nutritional adequacy, medical/religious diets, personnel, meals, and storage of products.

**Dietitians:** our Registered Dietitians are certified to practice in New York State and will regularly review your menus to ensure that they satisfy all federal/state the requirements, upon request. They will also provide expert analysis regarding your special diet needs.

**Flexibility and Variety:** we will consult with your facility for approval on any menu substitutions, as well as any requests for product changes that could be financially advantageous to the operation.

**Product Specifications:** we will meet or exceed your required product standards. Our product lines are in use and are well-received by meal recipients, in hundreds of operations across the country.

**Purchasing Programs:** our established network of suppliers follows HACCP guidelines and are familiar with the quality of products Trinity uses in our daily operations, as well as the frequencies of deliveries and quantities needed. We can source from all broadline suppliers, local suppliers, or a combination of both at your request.

**Quality Assurance:** we purchase food items that meet or exceed your desired quality, as well as ACA food service industry standards.

**Quality Assurance** factors include:

*Food Safety* –time and temperature control

*Regulating Agency Compliance* – inspection preparation programs and procedures

*Inventory* – product accountability, storage, and stock rotation.

### ***Menu Program and Support***

**Cycle Menus:** The proposed menu has been designed to meet your applicable nutritional guidelines. Our Corporate Dietitian, Jennifer Sowers, has also established this menu with your desire for meal quality in mind! She will continue to review and adjust menus as you see fit regularly.

She will also create Special Diet menus that correspond with the daily meal and meet all dietary needs to help protect you against liability.

For Schenectady County, we developed a 4-week cycle menu with an average daily calorie count of 3,400 with varying in product type, quality, or quantity. Our meal pattern will ensure that at least two (2) hot meal is served each day, in accordance with ACA standards, and that all food items are visually appealing and well-received by the meal recipients.

Medical Diet Programs: Trinity will serve medical diets based on the special diet menus provided by our dietitian in consort with your on-site medical staff. A complete nutritional analysis supports the diet programs. Our dietitian is on call and available for visits to the facility when needed for more complex cases or special reviews/audits. The dietitian will also approve any menu substitutions. *\*Medical meals will be billed at the regular meal rate.*

Religious Meals: Trinity will be prepared to provide religious meals as requested and approved and by the facility administrator and/or chaplain. *Religious meals billing is discussed in our Financial Overview section.*

Bag/Sack Meals: Trinity will produce bag meals as requested by the County. Bag/Sack meals will include: Two sandwiches made with four (4) slices of bread and 3 oz. meat and/or cheese, 2 packets of condiments, Fresh fruit, Chips or Dessert item, and 8oz of bulk beverage. *\*Bag/Sack meals will be billed at the regular meal rate*

Special Meals: Trinity will serve a total of 5 holiday/spirit lifter meals on days predetermined by you. Holiday/spirit lifter meals will be provided and *billed at the regular meal rate.* No up-charge!

Production System: Our NetMenu® computer-based production system will be used to support your program. This program ensures that the proper number of products required for food production are purchased and produced, and inventory is accurately tracked.

Standardized Recipes: will be utilized as a part of the system to yield a consistent product in the proper quantities for the population. We have access to 4,600 recipes that will enhance the meals offered!

### ***Support Staff***

We will provide support staff to manage your needs, including but not limited to inventory controls, purchasing, invoicing, and vendor liaison services. Our wage rates and benefit programs are designed to attract and maintain a quality workforce.

### ***Catering and Special Events***

Catering for special events could include Breakfast, Lunch, Dinner, cookies, pastries, celebrations cakes, or a customized package. Our staff can ensure that you get fresh, quality food items for your special occasions. We will review the needs of each specific occasion with you and mutually agree on an acceptable plan and cost.

### ***Trinity Take-Out (TTO): A Behavior Modification Program***

Trinity Take-Out offers a unique opportunity for inmates to purchase specialty food items, including healthy options, on designated days. This program not only enhances the dining experience for the inmate population but also provides Schenectady County with an additional revenue stream through commissions on each purchase. Or you can forego commission and offer products at lower prices. The choice is yours!

TTO is renowned for its variety, taste, and affordability, and it stands out for having never been subjected to litigation related to quality or pricing. Orders can be placed easily via commissary kiosks and funds are deducted from inmates' accounts in real-time. Friends and family can also purchase TTO for inmates via our user-friendly website. Please see the attached for more details.

Orders will be forwarded to our onsite manager, who will facilitate the production process. Items will be assembled, packaged, and sealed by kitchen staff (either County or Trinity). Packages will then be marked with purchasers' names and housing units for delivery. Orders will be delivered on days/times defined by you.

Schenectady County will receive a negotiated commission on TTO orders, which can be paid directly or applied as a credit towards the food service invoice, depending on your preference.

### ***Billing Procedures***

We will prepare and provide weekly invoices to your facility. Invoices are calculated based on the average daily population during the billing cycle. The corresponding increment on the pricing scale is then used to determine the billable rate for regular meals. Specialty meals will be shown in separate line on our invoice, with corresponding pricing. Our transparent philosophy provides any back up material you require to ensure an easy and open audit trail exists.

### ***Communication***

You will receive a complete contact list of all applicable support levels in our organization. Our managers will collaborate with you to establish an emergency call procedure in the event of a problem with our suppliers. Our onsite manager will also become a liaison to your facility's management team, and will attend regularly scheduled meetings with your administration, when requested.

### ***Problem Resolution***

Should problems or concerns arise, we will work with you to resolve them as quickly as possible to satisfaction. We will follow your established policies on complaint resolution and develop a plan that meets your approval; as well as NYSCOC grievance regulations.

Our District Manager/designee will perform routine audits to ensure your satisfaction and compliance with the contract. Our District Manager/designee will also conduct a yearly audit to ensure that all local, state, and federal regulations standards are met and exceeded.

### ***Transition Planning***

Upon contract award, we will immediately request a Project Management meeting to establish our new partnership. We will meet regularly until start-up to ensure we agree on all critical elements of our proposed operational plan. Together, we discuss all facets of the existing program and make suggestions for modifications, if necessary.

### ***Staff Meals***

We understand that staff meals profoundly impact morale. That said, we want to ensure that our staff meal program provides exceptional quality, ample variety, and healthier choices. To accomplish this mission, Trinity proposes the establishment of an annual \$150,000 Staff Dining Fund. This fund will act as a declining balance. As such, Trinity will not bill for staff meals on a "price-per-meal" basis. Instead, we will invoice Schenectady County for the food and ancillary items purchased to fulfill staff menu requirements.

Menus will be developed in consort with Superintendent/designee with the declining account's balance in mind. Trinity will closely monitor produce usage and account balance and will send quarterly reports of expenditures to the Superintendent/designee for review. Trinity reserves the right to modify the menu or offering amounts in effort to ensure the budget is adhered to. Trinity also reserves the right to bill Schenectady County separately for expenditures that exceed the \$150,000 annual amount or renegotiate the annual declining balance amount.



## *Financial Overview*

As a base, our pricing includes procurement of all food items (canned, bread, dairy, meats, dry goods, etc.), (1) full-time manager at \$65,000 per year. dietitian services, vendor liaison services, and program oversight.

Medical meals will be billed at the regular meal rate. *\*Requests for ancillary items such as Gatorade, ensure, or other medical nutritional needs will be billed separately to the County or medical provider.*

Holiday/spirit lifter and bag meals will be provided and billed at the regular meal rate.

Kosher/Halal meals will be provided and billed at the following rates, depending on the type chosen by the facility. All types meet religious dietary requirements.

*\$3.50 per meal for Boil-n-bag type*

*\$6.95 per meal for shelf-stable type*

*\$6.95 per meal for frozen entrée type*

Trinity will not procure paper or cleaning products with this proposal but can provide you with access to our vendors to purchase these items at reduced prices.

Trinity proposes the establishment of an annual \$150,000 Staff Dining Fund, acting as a declining balance account for purchases related to the production of staff meals.

**For our Sourcing customers (with and without an onsite manager):** *As a matter of practice, Trinity will regularly monitor inventory/product usage to ensure that it reasonable and customary for facilities of similar size/scope. Discrepancies will be brought to the attention of the Superintendent or designee. Schenectady County may be invoiced separately for any persistent discrepancies.*

### ***Financial Considerations:***

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

## Pricing Scale

Procurement Services w/ (1) Manager (Managed TSS) with attached 3,400 cal. menu

TRINITY SERVICES GROUP			
Schenectady County Jail			
Population Sliding Scale			
FROM		TO	PRICE
80	-	99	\$2.877
100	-	119	\$2.578
120	-	139	\$2.379
140	-	159	\$2.237
160	-	179	\$2.130
180	-	199	\$2.047
200	-	219	\$1.980
220	-	239	\$1.926
240	-	259	\$1.895
260	-	279	\$1.866
280	-	299	\$1.842
300	-	319	\$1.820
320	-	339	\$1.802
340	-	359	\$1.786
360	-	379	\$1.772
380	-	399	\$1.759
400	-	419	\$1.747
420	-	And over	\$1.737

The billable regular meal rate is determined by averaging the number of people served each day, over a seven (7) day billing cycle and applying to the corresponding increment on the sliding scale.

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Breakfast</b> Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Pancake Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Biscuit Buttermilk 1/40 Out Buttery 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Cinnamon 1/40 Out Glazed 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each
<b>Lunch</b> Roast Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Broccoli 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Chili Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Chicken Patty 1 Each Rice 1 Cup Gravy 3 FZ Green Beans 1/2 Cup Biscuit Buttermilk 1/40 Out Buttery 1 Tbsp Margarine 3 WZ Sugar Cookie 1 Cup Beverage 1 Cup	Turkey Ham 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Seasoned Mixed Vegetables 1/2 Cup Tossed Salad 1/2 FZ Italian Dressing 1 WZ Potato Chips 3 WZ Noodle 1 Cup Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Seasoned Corn 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Cookie Chocolate Chip 3 WZ Beverage 1 Cup	Burger Patty 2 Each 3 WZ Sliced Cheese 2 Slices Bread 4 Slice Tater Tots 1 1/4 Cup Ketchup 3 FZ Mustard 1 FZ Broccoli 1/2 Cup Cookie Peanut Butter 3 WZ Beverage 1 Cup	Taco Mix 3/4 Cup Cheese Sauce 1/4 Cup Flour Tortilla 2 Each Medjool Corn 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup
<b>Dinner</b> Meatloaf 1 Each Brown Gravy 3 FZ Rice 1 Cup Seasoned Corn 1/2 Cup Peas 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Iced Brownie 1/40 Out Beverage 1 Cup	Sausage Jambalaya 1 1/4 Cup w/rice Rice 1 Cup Green Beans 1/2 Cup Carrots 1/2 Cup Cornbread Sweet Buttery 1/40 Out Margarine 1 Tbsp Mandarin Oranges 1/2 Cup Beverage 1 Cup	Sloppy Joe 3/4 Cup Hamburger Bun 1 Each French Fries 1 1/4 Cup Ketchup 2 FZ Seasoned Corn 1/2 Cup Carrots & Green Beans 1/2 Cup Iced White Cake 1/40 Out Beverage 1 Cup	Meat Sauce 3/4 Cup Spaghetti 1 1/4 Cops Broccoli 1/2 Cup Peas & Carrots 1/2 Cup Garlic Buttermilk 1/40 Out Biscuit 1 Tbsp Margarine 1/2 Cup Peaches 1/2 Cup Beverage 1 Cup	Turkey & Gravy 1 Cup Rice 1 Cup Seasoned Mixed Vegetables 1/2 Cup Fried Cabbage 2 Slice Bread 1 Tbsp Margarine 1 Tbsp Iced Yellow Cake 1/40 Out Beverage 1 Cup	Chow Mein Sauce 1 1/4 Cup Rice 1 Cup Peas 1/2 Cup Seasoned Corn 1/2 Cup Cornbread Sweet Buttery 1/40 Out Margarine 1 Tbsp Peaches 1/2 Cup Beverage 1 Cup	Meatballs 3 WZ Brown Gravy 3 FZ Rice 1 Cup Peas 1/2 Cup Carrots & Green Beans 1/2 Cup Fried Cabbage 1/2 Cup Margarine 1 Tbsp Iced Brownie 1/40 Out Beverage 1 Cup

Approval Date

Dietary Consultant

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Breakfast</b>	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Cheddar Glazed 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Coffee Cake 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Buttermilk 1/40 Cut Butter 3 FZ Apple Jelly 1 Tbsp Margarine 1 Each Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Biscuit Cheddar Glazed 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each
<b>Lunch</b>	Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Ranch Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Inland Foodie 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Seasoned Mixed Vegetables 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Frankfurter 2 Each Hot Dog Bun 2 Each Ketchup 2 FZ Mustard 1 FZ Beans Pinto Seasoned 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Cookie Peanut Butter 3 WZ Beverage 1 Cup	Chicken Tender 4 WZ French Fries 1 Cup Ketchup 1 FZ Broccoli 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Inland Foodie 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Peas 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Green Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Green Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup
<b>Dinner</b>	Burger Patty 2 Each Sliced Cheese 2 Slices Bread 4 Slice Tater Tots 1 1/4 Cup Ketchup 3 FZ Mustard 1 FZ Broccoli 1/2 Cup Applesauce 1/2 Cup Beverage 1 Cup	Chicken Casserole 1 1/4 Cup Carrots 1/2 Cup Fried Cabbage 2 Slice Bread 1 Tbsp Margarine 1/40 Cut Beverage 1 Cup	Turkey Ala King 1 1/4 Cup Rice 1 Cup Peas 1/2 Cup Green Beans 1/2 Cup Biscuit Buttermilk 1/40 Cut Butter 1 Tbsp Margarine 1/2 Cup Peaches 1 Cup Beverage 1 Cup	BBQ Poultry 1 Cup Rotini 1 Cup Seasoned Corn 1/2 Cup Carrots & Green Beans 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Iced Yellow Cake 1/40 Cut Beverage 1 Cup	Chili 1 1/4 Cup Rotini 1 Cup Carrots 1/2 Cup Fried Cabbage 1/2 Cup Cornbread Sweet 1/40 Cut Butter 1 Tbsp Margarine 1/2 Cup Mandarin Oranges 1/2 Cup Beverage 1 Cup	Chicken Patty 1 Each French Fries 1 Cup Ketchup 1 FZ Seasoned Mixed Vegetables 1/2 Cup Broccoli 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Iced Spice Cake 1/40 Cut Beverage 1 Cup	Chow Mein Sauce 1 1/4 Cup Rice 1 Cup Seasoned Corn 1/2 Cup Green Beans 1/2 Cup Biscuit Buttermilk 1/40 Cut Butter 1 Tbsp Margarine 1/2 Cup Peaches 1/2 Cup Beverage 1 Cup

Dietary Consultant

Approval Date

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Breakfast</b> Beverage 1 Each Cold Cereal 1 Cup Biscuit Buttermilk 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Coffee Cake 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Biscuit Buttermilk 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Biscuit Cinnamon Glazed 1/40 Cut Apple Jelly 1 WZ Margarine 3 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Buttermilk 1/40 Cut Buttery 1 WZ Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each
<b>Lunch</b> Chicken Patty 1 Each Rice 1 Cup Gravy 3 FZ Fried Cabbage 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Inickendoodle 3 WZ Beverage 1 Cup	Turkey Ham 2 WZ Sliced Cheese 2 Slices Bread 4 Slices Mustard 1 FZ Coleslaw 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slices BBQ Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Snickerdoodle 3 WZ Beverage 1 Cup	Burger Patty 2 Each Sliced Cheese 3 WZ Bread 4 Slices Ketchup 1/4 Cup Mustard 3 FZ Irroccoli 1 FZ Sugar Cookie 1/2 Cup Beverage 3 WZ	Turkey Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slices Mustard 1 FZ Seasoned Mixed Veggies 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Cookie Peanut Butter 3 WZ Beverage 1 Cup	Turkey Ham 2 WZ Sliced Cheese 2 Slices Bread 4 Slices Mustard 1 FZ Green Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Cookie Chocolate Chip 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slices Beans Pinto Seasoned 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Snickerdoodle 3 WZ Beverage 1 Cup
<b>Dinner</b> Chicken Casserole 1 1/4 Cup Carrots & Green Beans 1/2 Cup Broccoli 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Iced White Cake 1/40 Cut Beverage 1 Cup	Sweet & Sour Turkey 1 1/4 Cup Rice 1 Cup Carrots 1/2 Cup Green Beans 1/2 Cup Cornbread Sweet 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Peaches 1 Cup Beverage 1 Cup	Enchilada Casserole 1 1/4 Cup Penne Pasta 1 Cup Seasoned Corn 1/2 Cup Peas & Carrots 1/2 Cup Iced Yellow Cake 1/40 Cut Beverage 1 Cup	Chicken Patty 1 Each Rice 1 Cup Gravy 3 FZ Green Beans 1/2 Cup Fried Cabbage 1/2 Cup Biscuit Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1 Tbsp Mandarin Oranges 1/2 Cup Beverage 1 Cup	Turkey & Gravy 1 Cup Rice 1 Cup Peas 1/2 Cup Seasoned Corn 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Iced Brownie 1/40 Cut Beverage 1 Cup	Salisbury Patty 3 WZ Brown Gravy 3 FZ Rice 1 Cup Seasoned Corn 1/2 Cup Peas & Carrots 1/2 Cup Biscuit Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1 Tbsp Pineapple Tidbits 1/2 Cup Beverage 1 Cup	Meatloaf 1 Each Brown Gravy 3 FZ Rice 1 Cup Green Beans 1/2 Cup Carrots 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Iced Yellow Cake 1/40 Cut Beverage 1 Cup

Dietary Consultant

Approval Date

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Breakfast</b> Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Coffee Cake 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuits Buttermilk 1/40 Cut Buttery 1 WZ Apple Jelly 1 Tbsp Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Margarine 1 Each Milk 3 FZ Pancake Bake 1/40 Cut	Beverage 1 Each Cold Cereal 1 Cup Biscuits Cinnamon Glazed 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuits Buttermilk 1/40 Cut Buttery 1 WZ Apple Jelly 1 Tbsp Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each
<b>Lunch</b> Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Seasoned Corn 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Chicken Party 1 Each French Fries 1 Cup Ketchup 1 FZ Seasoned Mixed Vegetables 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Cookie Peanut Butter 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Ranch Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Chicken Tender 4 WZ Water Tots 1 Cup Ketchup 1 FZ Colelaw 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Shickerdoodle 3 WZ Beverage 1 Cup	Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ BBQ Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Cookie Peanut Butter 3 WZ Beverage 1 Cup	Turkey Ham 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Fried Cabbage 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Cookie Chocolate Chip 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Chili Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup
<b>Dinner</b> Meatballs 3 WZ Marinara Sauce 1/4 Cup Hot Dog Bun 1 Each French Fries 1 1/4 Cup Ketchup 2 FZ Broccoli 1/2 Cup Carrots & Green Beans 1/2 Cup Mandarin Oranges 1/2 Cup Beverage 1 Cup	Sausage Jambalaya w/Rice 1 1/4 Cup Rice 1 Cup Peas & Carrots 1/2 Cup Green Beans 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Food Spice Cake 1/40 Cut Beverage 1 Cup	Sweet & Sour Turkey 1 1/4 Cup Rice 1 Cup Carrots 1/2 Cup Fried Cabbage 1/2 Cup Biscuits Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Applesauce 1 Cup Beverage 1 Cup	Meat Sauce 3/4 Cup Spaghetti 1 1/4 Cups Broccoli 1/2 Cup Peas 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Food Brownie 1/48 Cut Beverage 1 Cup	Country Stew 1 1/4 Cup Rice 1 Cup Seasoned Corn 1/2 Cup Peas & Carrots 1/2 Cup Biscuits Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Mandarin Oranges 1 Cup Beverage 1 Cup	Chicken Cacciatore 1 1/4 Cup Seasoned Corn 1/2 Cup Peas 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Food Yellow Cake 1/40 Cut Beverage 1 Cup	Turkey & Gravy 1 Cup Rice 1 Cup Fried Cabbage 1/2 Cup Carrots & Green Beans 1/2 Cup Biscuits Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Applesauce 1 Cup Beverage 1 Cup

Dietary Consultant

Approval Date

## **FOOD SERVICES AGREEMENT**

THIS AGREEMENT is made by and between Schenectady County, with principal offices located at 320 Veeder Ave, Schenectady, NY 12307 ("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 requested a proposal for Food Service Management and Procurement 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. CLIENT'S GRANT TO TRINITY**

Client grants to Trinity, as an independent contractor, the exclusive right to manage food and procurement services at the Schenectady County Sheriff's Office/Correctional Facility at 320 Veeder Ave, Schenectady, NY 12307 (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to incarcerated individuals, 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").

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

**2.1.** Pursuant to the terms, conditions, and requirements of the Proposal, which is incorporated herein by this reference, and the provisions of this Agreement, Trinity will 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 A.

**2.2.** Trinity 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; 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.

**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. 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.

**2.4.** Trinity shall oversee 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 but not due to the acts or omissions of incarcerated individuals, 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 3.

**2.8.** 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.

### **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 incarcerated labor [as outlined 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 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. 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.

**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 incarcerated 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 or any other period when paper products are required due to circumstances outside the control of Trinity and are purchased by Trinity.

**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 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.

**3.7.** Client agrees to complete all background checks pursuant to Section 2.3 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.

#### **SECTION 4. FINANCIAL ARRANGEMENTS**

The financial arrangements of this Agreement are set forth in Exhibit B, 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 Client. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects to such coverage prior to the commencement of Services hereunder.

**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.

## **SECTION 6. COMMENCEMENT AND TERMINATION**

**6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall be for 3 years beginning on 08/19/2024 through 08/18/2027.

**6.2.** The Agreement will renew upon mutual consent by the parties for additional one-year terms unless either party provides thirty (30) days' written notice of termination prior to the end of the then current term.

**6.3.** 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.

**6.4.** 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.

**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, 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**

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. The sale of the equity interests of Trinity, or its parent company, shall not constitute an assignment.

#### **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: Schenectady County  
Attn: Sheriff Dominic Dagostino  
320 Veeder Ave  
Schenectady, NY 12307

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 Lin Page 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.

### **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 the laws of the State of New York 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 the State of New York.

### **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.

**Schenectady County Sheriff's Office, NY**

**Trinity Services Group, Inc.**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schenectady County, NY**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A SERVICES**

### **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 incarcerated individuals.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to (1) the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home or (2) an amount determined by Trinity based upon actual cost increases incurred. Trinity will provide notice of the price increase not less than thirty (30) days prior to the anniversary date. As per Section 6, 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 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 incarcerated population or the availability of incarcerated 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 fifteen (15) 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.

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**

<b>TRINITY SERVICES GROUP</b>			
<b>Schenectady County Jail</b>			
<b>Population Sliding Scale</b>			
<b>FROM</b>		<b>TO</b>	<b>PRICE</b>
80	-	99	\$2.877
100	-	119	\$2.578
120	-	139	\$2.379
140	-	159	\$2.237
160	-	179	\$2.130
180	-	199	\$2.047
200	-	219	\$1.980
220	-	239	\$1.926
240	-	259	\$1.895
260	-	279	\$1.866
280	-	299	\$1.842
300	-	319	\$1.820
320	-	339	\$1.802
340	-	359	\$1.786
360	-	379	\$1.772
380	-	399	\$1.759
400	-	419	\$1.747
420	-	And over	\$1.737

Pricing includes 1 Full-time manager @ \$65,000 per year

Kosher/Hallal Meals will be billed at \$6.50 per meal

A Staff Dining Fund in the amount of \$150,000 will be established annually, unless otherwise agreed

The billable meal rate is determined by averaging the number of people served each day, over a seven (7) day billing cycle. The corresponding price for the Average Daily Population is then used to determine the billable rate for regular meals during the billing cycle.

**EXHIBIT B**

Insert Trinity Proposal

**INMATE COMMUNICATIONS**  
Led by the **State of Nevada**

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Master Agreement #: 99SWC-NV22-13386  
Contractor: Trinity Services Group  
Participating Entity: Schenectady County, NY

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. **Scope:**

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:
  - *[Removable Example: Product modifications.]*
  - *[Removable Example: Installation services.]*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. **Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Nevada and Contractor for Inmate Communications. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Official.

*[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]*

3. **Term:**

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on 08/18/25, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:



**INMATE COMMUNICATIONS**  
Led by the **State of Nevada**

**CONTRACTOR:**

Name:	Gabrielle Liddy, Regional Sales Director
Address:	477 Commerce Blvd. Oldsmar, FL 34677
Telephone:	313-530-6898
Fax:	na
Email:	Gabrielle.liddy@trinityservicesgroup.com

**PARTICIPATING ENTITY:**

Name:	Dominic Dagostino, Sheriff
Address:	320 Veeder Ave. Schenectady, NY 12307
Telephone:	(518) 388-4300
Fax:	
Email:	<a href="mailto:dominic.dagostino@schenectadycountyny.gov">dominic.dagostino@schenectadycountyny.gov</a>

**Participating Entity Modifications and Additions to the Master Agreement**

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

**SEE ATTACHED AGREEMENT**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **"Reserved"**.
6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless



**INMATE COMMUNICATIONS**  
Led by the State of Nevada

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the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

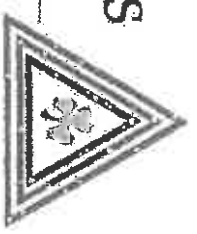
*[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]*

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

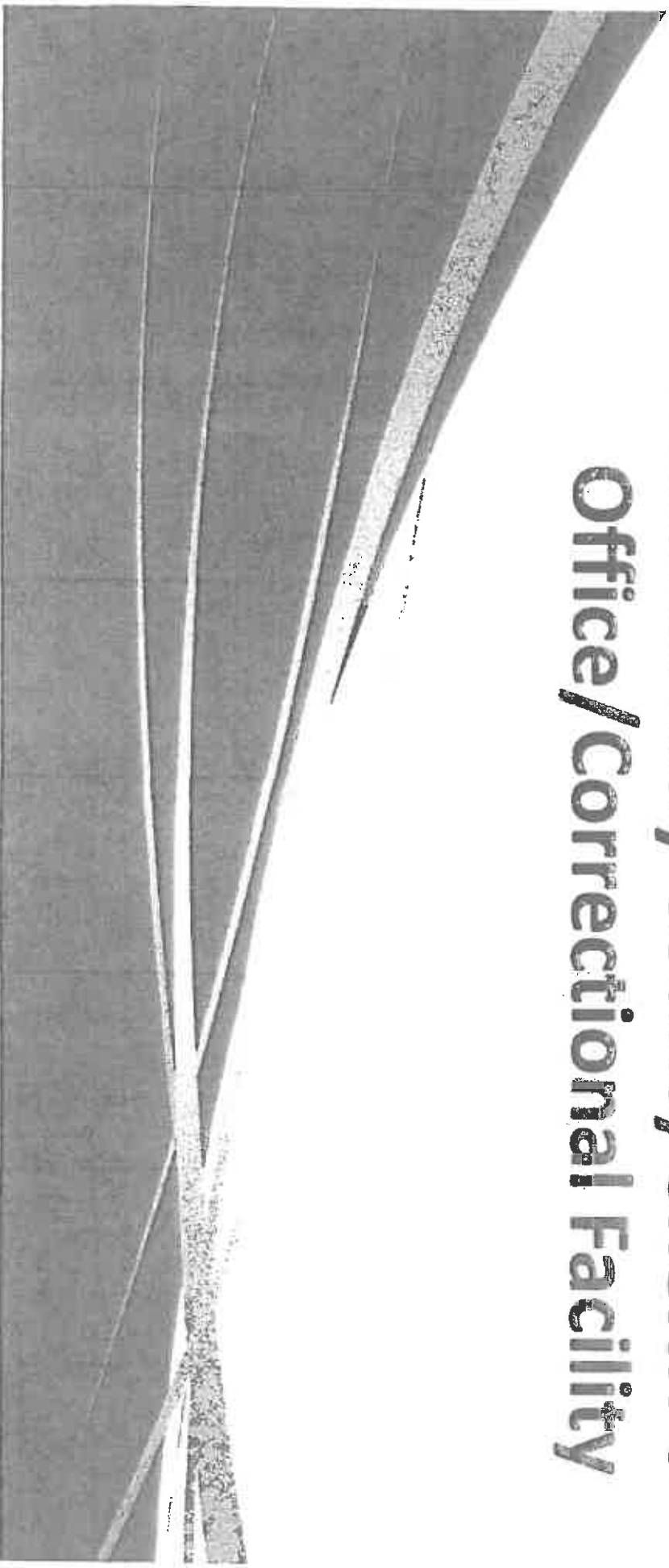
Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).



TRINITY SERVICES  
GROUP

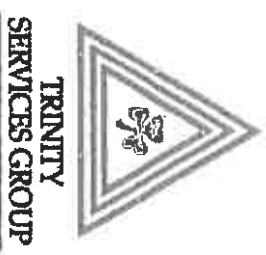


# Schenectady County Sheriff's Office / Correctional Facility





## Who We Are



### **Corrections Focused!**

**35 – Years Providing Correctional Food Service**

**43 – States and U.S. Territories**

**220,000,000 – Meals Served Annually**

**2,900 – Employees**

**360 – Accounts, including**

**County Jails, State DOCs, Juvenile Facilities, and**

**Community Corrections Centers**





# The Trinity Difference



## *Trinity Food Service Operations Provide Three Types of Food Service Management:*

- Full Service — We provide food service staff, menu development, dietitian services, and product procurement (food, paper, chemicals, smallwares, and other supplies as agreed)
- Sourcing Solution — We provide the above, EXCEPT staffing. You retain your current county food service employees; we provide the infrastructure and support for your program.
- Managed Sourcing Solution — We provide the above plus a manager to oversee the operation. You retain your current food service employees; we provide the infrastructure and support for your program.





# The Trinity Difference



- **Experienced staff**  
**All levels of management** have corrections and food service experience
- **Cost-effective management**  
Dedicated Procurement Team to navigate difficult markets  
Purchasing Programs and Nationwide Buying Power  
Menu Management experience, including medical, religious, and other special diets
- **For *Full service* or *Managed TSS* customers, we offer**  
proprietary software helps track food consumption, product movement, and develop strategies for cost savings



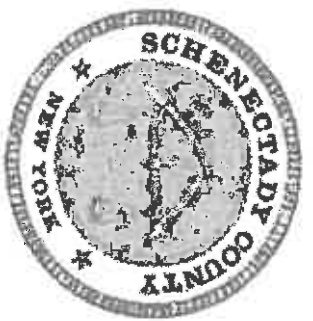


# The Trinity Difference



- **Comprehensive Training** for staff and incarcerated labor
  - Orientation
  - Quality Assurance
  - Safety & Security
  - ServSafe Certification & vocational instruction
  - ASCEND Vocational
- **Thorough Transition Plan**
  - Seamless adaption to YOUR operations
  - Open communication
  - Regular meetings
  - Consultation

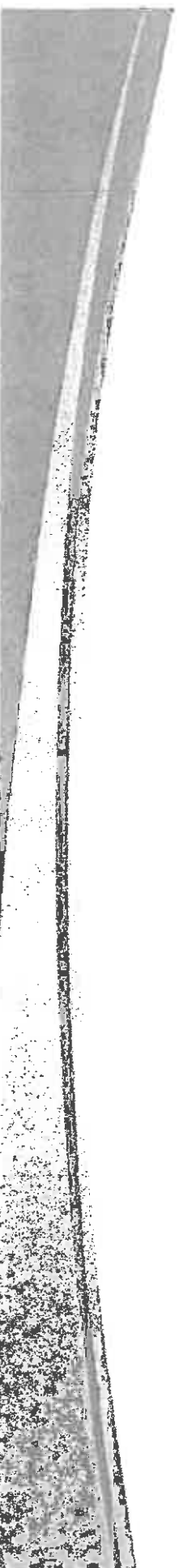




# The Trinity Difference

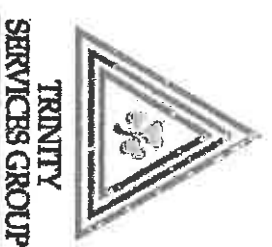


- **ACA, NYSSA, and NCCHC Accreditation**  
*We routinely achieve 100% compliance during audits*
- **Equipment fund**  
Equipment can include large items, such as: dishwashers, kettles, ovens, steamers Or small items such as: trays, sporks Smallwares, mixers, etc..
- **Paid with cents per meal , straight-line amortization**  
Larger items are amortized over a 2-year period





# The Trinity Difference



- **Solid Partnerships**  
To best serve your inmate population  
To create safe, secure environments
- **Solid Understanding**  
Food is so important to the correctional environment and can create morale issues
- **Corner Café & Corner Pantry**  
Cost effective  
Variety & taste  
Customizable





## Dietitian Services



- Registered Dietitians (*licensed to practice in New York*) develop our menus to provide tasty, appetizing meals that meet all state/federal requirements
- Regular reviews performed to ensure continued compliance with your goals/objectives and all nutritional regulations
- On-call to assist with your needs





## The Trinity Difference



- Menus are developed by our **Menu Development Team**
- Food items can be tailored towards your needs/wants
- **Variety** — in 3, 4 & 5-week cycles *\*Can be adjusted to meet your needs*
- Daily calorie counts are healthy and sustainable
- **More freshly made products** as opposed to convenience products that are costly and largely unhealthy

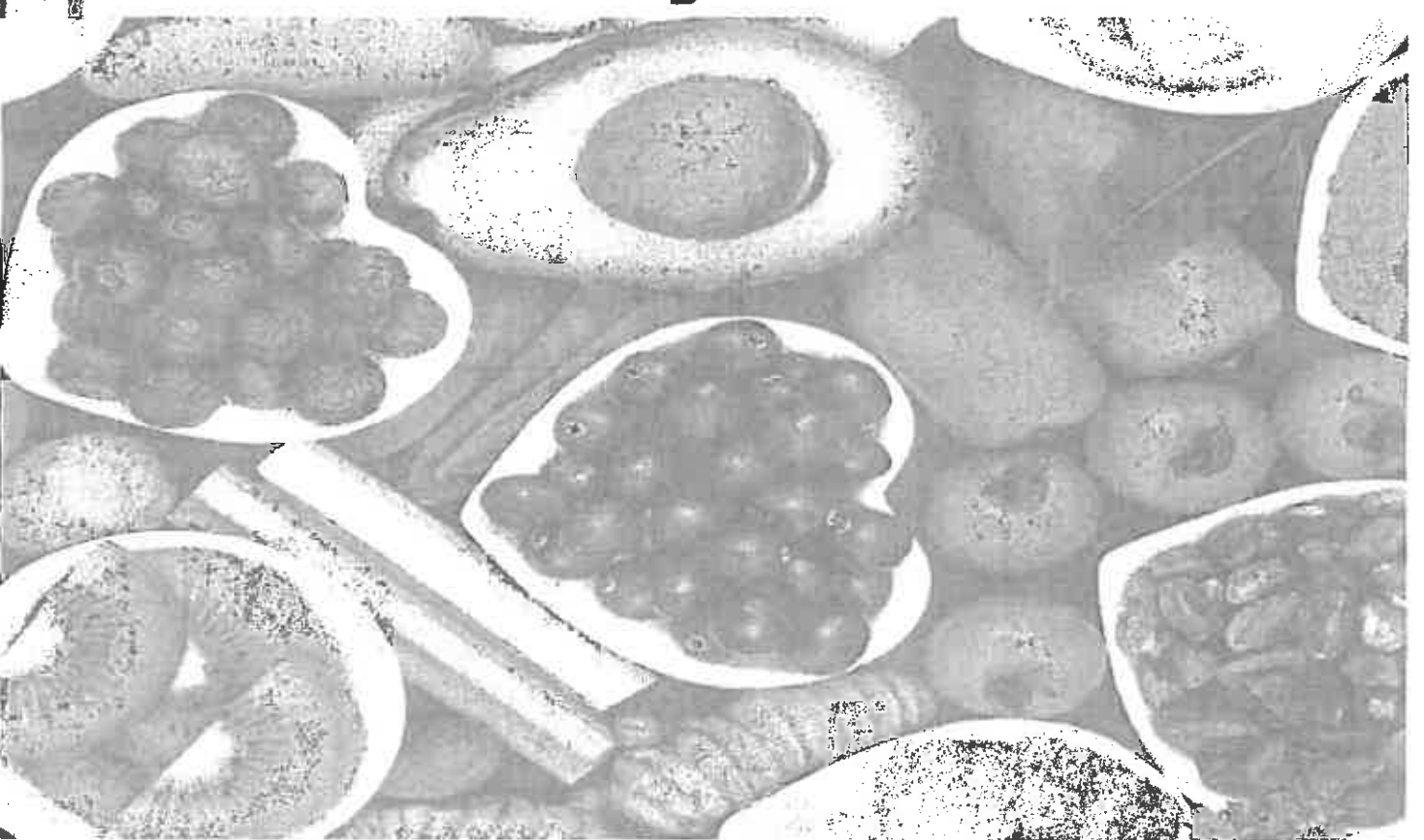


## Special Diets & Holiday Meals

**Special Diets:** Special diet menus will follow the regular menus as closely as possible with the modifications necessary to meet the specific restriction

- *For more complex cases or special reviews/audits, our dietitian is on call or available for direct visits to your facility*

**Holiday Meals:** at your request, we will provide five Holiday/Spirit Lifter meals on days predefined by **YOU**





## Behavior Modification Program

You select who can participate and how often  
Ordered through commissary or web-based program

Earn commission on purchases  
Use commission to offset food service invoice

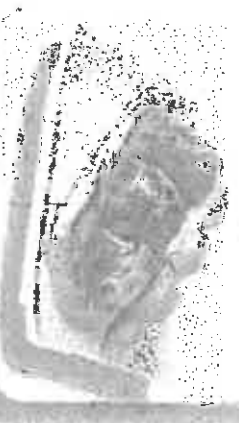
**Classic Philly  
Cheese Steak**



**Classic All Beef  
Pepperoni Pizza**



**Italian Meatball  
Hoagie**







# FULL HEAT AND COMFORT

## American Breakfast

Scrambled eggs served with bacon or sausage and golden hash browns.

## Country Breakfast

Country style scrambled eggs served with bacon or sausage, golden hash browns, home country biscuits, butter, & jelly.

## Classic Morning Breakfast

Scrambled eggs, crisp bacon, sausage and hash brown potatoes. Served with fresh baked muffins, butter and margarine, and jellies.

## Mom's Meatloaf

Home style meatloaf served with mashed potatoes, gravy, and vegetable. Finished off with fresh biscuits.

## Lasagna Dinner

Traditional Italian lasagna served with fresh salad bowl, salad dressing, & garlic bread

## Salisbury Steak

Salisbury steak patty served with gravy, mashed potatoes, fresh salad bowl, salad dressing, and dinner roll.

# Sample Catering Menu

## CREATE YOUR OWN PIZZA 16" PIZZA

Start with sauce and mozzarella and add your favorite toppings.

### TOPPINGS

Sausage Pepperoni Ham Peppers Mushrooms Tomatoes  
Onions Ham Jalapenos Black Olives Mozzarella Cheese

### Pepperoni

Pepperoni, tomato sauce, shredded mozzarella, cheddar, parmesan and oregano.

### The Works

Spicy Italian sausage, pepperoni, roasted mushrooms, onions, roasted red pepper, olives, mozzarella, tomato sauce & oregano.





**Fundamental Excellence:** Participants learn and practice core-competency skills that prepare them for entry-level positions.

**Operational Excellence:** Participants gain more in-depth knowledge and experience in food service procedures, operating principles, and cost-saving strategies

**Leadership Excellence:** Through Practical Job Applications and Interviewing participants are selected to take on leadership roles in Peer Tutor and Peer Fellow programs which expose them to managerial-type functions.

**Applied Excellence:** Participants can pursue more advanced educational platforms, through our Trinity Take-Out Program and formal culinary classes.

**ASCEND Online Resources:** As participants transition back to society and begin pursuing employment, they will have access to ASCEND Online Recourses.







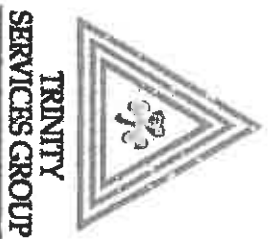
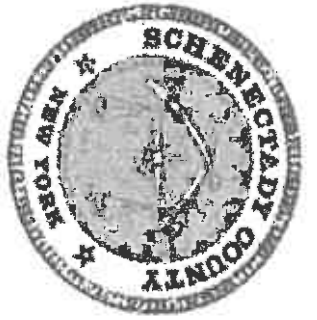


Trinity Services Group

Z BID STEUBEN COUNTY NY 8/2022 3000 Regular

Week 3

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Breakfast</b> 100% Juice 1.5qt Cold cereal 2.0qt 2/80 Out Apple jelly 3.0qt M&W 2.0qt M&W 2.0qt Milk 1.5qt	100% Juice 1.5qt Cold cereal 2.0qt French Toast mix 2.0qt Syrup 1.0qt M&W 2.0qt Milk 1.5qt	100% Juice 1.5qt Cold cereal 2.0qt Apple jelly 3.0qt M&W 2.0qt M&W 2.0qt Milk 1.5qt	100% Juice 1.5qt Cold cereal 2.0qt Apple jelly 3.0qt M&W 2.0qt M&W 2.0qt Milk 1.5qt	100% Juice 1.5qt Cold cereal 2.0qt Penicillin 1.0qt Syrup 1.0qt M&W 2.0qt Milk 1.5qt	100% Juice 1.5qt Cold cereal 2.0qt Cream of Wheat 1.0qt Syrup 1.0qt M&W 2.0qt Milk 1.5qt	100% Juice 1.5qt Cold cereal 2.0qt Apple jelly 3.0qt M&W 2.0qt M&W 2.0qt Milk 1.5qt
<b>Lunch</b> Chicken Noodle soup 1.0qt Turkey salad 1.0qt 2 slices 4 slices Bread 1.0qt 1/2 qt 1/2 qt 1/2 qt 2 WZ 2 WZ Beverage 1.0qt	Bean soup 1.0qt Turkey Ham 2.0qt Swiss Cheese 2.0qt 4 slices Bread 1.0qt 1/2 qt 1/2 qt 1/2 qt 1 WZ 3 WZ Beverage 1.0qt	Vegetable soup 1.0qt Turkey Ham 2.0qt Apple jelly 3.0qt Bread 1.0qt 1/2 qt 1/2 qt 1/2 qt 1 WZ 2 WZ Beverage 1.0qt	Chicken Noodle soup 1.0qt Turkey salad 1.0qt Swiss Cheese 2.0qt Bread 1.0qt 1/2 qt 1/2 qt 1/2 qt 1 WZ 3 WZ Beverage 1.0qt	Chicken Noodle soup 1.0qt Turkey salad 1.0qt Swiss Cheese 2.0qt Bread 1.0qt 1/2 qt 1/2 qt 1/2 qt 1 WZ 3 WZ Beverage 1.0qt	Cream of Wheat 1.0qt Turkey Ham 2.0qt Swiss Cheese 2.0qt Bread 1.0qt 1/2 qt 1/2 qt 1/2 qt 1 WZ 3 WZ Beverage 1.0qt	Cream of Wheat 1.0qt Turkey Ham 2.0qt Swiss Cheese 2.0qt Bread 1.0qt 1/2 qt 1/2 qt 1/2 qt 1 WZ 3 WZ Beverage 1.0qt
<b>Dinner</b> Chicken, Cornflake, Corn & Green Beans 1.0qt 1/2 qt 1/2 qt 2.0qt 2.0qt 1/2 qt 1/2 qt 1/2 qt 1.0qt	Chicken, Cornflake, Corn & Green Beans 1.0qt 1/2 qt 1/2 qt 2.0qt 2.0qt 1/2 qt 1/2 qt 1/2 qt 1.0qt	Chicken, Cornflake, Corn & Green Beans 1.0qt 1/2 qt 1/2 qt 2.0qt 2.0qt 1/2 qt 1/2 qt 1/2 qt 1.0qt	Chicken, Cornflake, Corn & Green Beans 1.0qt 1/2 qt 1/2 qt 2.0qt 2.0qt 1/2 qt 1/2 qt 1/2 qt 1.0qt	Chicken, Cornflake, Corn & Green Beans 1.0qt 1/2 qt 1/2 qt 2.0qt 2.0qt 1/2 qt 1/2 qt 1/2 qt 1.0qt	Chicken, Cornflake, Corn & Green Beans 1.0qt 1/2 qt 1/2 qt 2.0qt 2.0qt 1/2 qt 1/2 qt 1/2 qt 1.0qt	Chicken, Cornflake, Corn & Green Beans 1.0qt 1/2 qt 1/2 qt 2.0qt 2.0qt 1/2 qt 1/2 qt 1/2 qt 1.0qt



Trinity Services Group

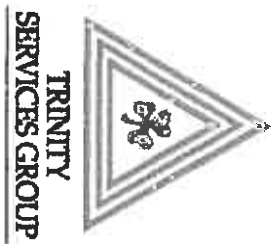
Z BID STEUBEN COUNTY NY 8/2022 3000 Regular

Week 4

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Breakfast</b> 1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup French Toast 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee
<b>Lunch</b> 1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Pasta 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Pasta 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Pasta 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Pasta 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Pasta 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Pasta 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Pasta 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee
<b>Dinner</b> 1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee



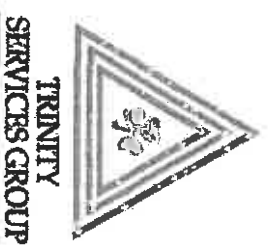
# Sample Pricing



TRINITY SERVICES GROUP			
Schenectady County Jail			
Inmate Population Sliding Scale			
FROM	TO	PRICE	
80	99	\$ 2,912	
100	119	\$ 2,600	
120	139	\$ 2,392	
140	159	\$ 2,244	
160	179	\$ 2,132	
180	199	\$ 2,046	
200	219	\$ 1,977	
240	259	\$ 1,888	
260	279	\$ 1,860	
280	299	\$ 1,834	
300	319	\$ 1,813	
320	339	\$ 1,793	
340	359	\$ 1,778	
360	379	\$ 1,763	
380	399	\$ 1,752	
400	419	\$ 1,739	
420	And over	\$ 1,728	



## What's Included



### Sample Price Includes:

- All food items (meats, dairy, produce, dry goods, canned goods, bakery items)
- 1 Manager @ \$65,000 per year
- Dietitian Services
- Accreditation/Audit Assistance
- Menu Development Services
- Training for County Kitchen Staff and Incarcerated Labor





## Budget Comparison



- 2024 Food budget \$700,000
- 2024 Salary for manager \$59,000
- Fringe benefits for manager at 35% = \$20,650
- **Total County Costs: \$779,650**
- Estimated cost for Trinity Sourcing Program with a manager: \$462,528
- **Estimated Savings: \$317,122\***

\*Actual Savings will depend on menu used, specific county operations, and other unknown factors at the time figures are presented

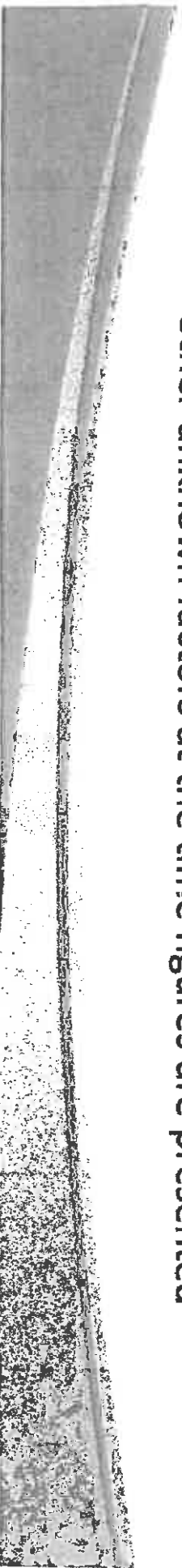


## Full Staff Option



- Trinity will charge an additional \$1.00 per meal to take on all hourly positions.
- Your total program costs with all food, 1 Manager & 3 cooks: \$ 978,650
- Total program costs with Trinity: \$703,428  
Estimated savings: \$275,222\*

\*Actual Savings will depend on menu used, specific county operations, and other unknown factors at the time figures are presented





## Financial Considerations



- All pricing is subject to annual increase based on the prevailing Consumer Price Index, Food Away from Home Data.
- Contracts must include termination options by both parties.
- Holiday, medical, bagged meals, and other special meals will be billed at the regular meal rate.
- Kosher/Hallah meals will be billed at \$6.95 per meal
- As a matter of practice, Trinity will monitor product usage and may invoice separately if discrepancies persist once notified