

FOOD SERVICE MANAGEMENT AGREEMENT

THIS AGREEMENT, by and between Beltrami County, by and through the Beltrami County Sheriff's Office, 701 Minnesota Avenue NW, Bemidji, Minnesota 56601, (herein "County"), and Trinity Services Group, Inc., 477 Commerce Boulevard, Oldsmar, FL 34677-3018, (herein "Trinity") is for the period of June 1, 2024 through May 31, 2029.

WHEREAS, the County operates a County Jail, known as the Beltrami County Adult Corrections Center, located at 626 Minnesota Ave NW, Bemidji, MN, and

WHEREAS, the County as issued a Request for Proposal for Food Services at the Beltrami County Adult Corrections Center and Trinity interviewed and submitted a proposal, dated April 3, 2024, to provide the necessary food services ("Proposal"); and

WHEREAS, the County desires to accept the Proposal and avail itself to Trinity's services; and

WHEREAS, Trinity desires to perform such services for the County;

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:

I. Terms of the Agreement

- a. County grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Beltrami County Adult Corrections Center and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the County (such food service hereinafter referred to as "Services").
- b. Pursuant to the terms, conditions, and requirements of the RFP, including but not limited to the Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Beltrami County Adult Corrections Center and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the requirements of the American Correctional Association, Minnesota State Department of Corrections and Minnesota Department of Health regarding food service and the requirements set forth in the RFP.
- c. Trinity agrees: (i) to comply with Prison Rape Elimination Act (PREA) of 2003 (P.L. 108-79) 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 which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding County'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 County is exempt from sales tax. Trinity shall bill, and County shall pay for all applicable sales taxes.

II. Trinity's Responsibilities

- a. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, trays and utensils and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.
- b. Trinity will prepare and deliver two hot meals (lunch and supper) and one breakfast each day. Menu changes shall be reviewed and approved by facility administration.
- c. Trinity will provide the required number of requested meal counts. The meal count may be adjusted provided that County gives Trinity adequate notice of no less than one half hour prior to mealtime. The meal count for breakfast shall be provided by the County along with the supper meal count. All requisitioned items shall be delivered at the next occurring meal following delivery of such items.
- d. Inmate meal schedule may change per consultation with the Food Service Director and County Designee. Trinity shall provide any late arrival with a meal, if so, requested by the County staff.
- e. It is understood that Trinity is not obligated to serve the meals to the inmates but is obligated to have the meals prepared and ready to serve at and in the said jail facility three times per day (approximately 7:00 AM, 12:00 Noon and 5:00 PM).
 1. Any changes to meal service times will be mutually agreed upon by the Facility Administration and the Food Service Director. This shall include preparing the meals, dishing the food and/or beverage onto the trays, assembling or stacking the trays on the food cart and pushing the food carts to the proper areas.
 2. Trinity shall receive meal counts for lunch no later than 10:15 AM and for dinner no later than 3:30 PM and then begin dishing the food on the tray line. Once the tray line has begun, any additional inmate meals ordered by jail staff shall receive a bag meal. Every effort shall be made to prepare and serve the food in the most sanitary way possible and delivered or stored in sanitary containers.
 3. Food carts shall be ready for transport five (5) minutes before meals are served. Trinity shall provide condiments, i.e. mustard, ketchup, salt, pepper etc. for every meal if applicable for each living unit. Trinity shall provide identification for each special meal on food cart(s).
- f. Trinity will provide bagged lunches upon request. Bagged lunches will be at the same cost as a regular meal.
- g. Trinity will provide medical meals in accordance with medical requests approved by a medical practitioner or otherwise reasonably requested by the County. These will be provided at no extra costs to County.
- h. Trinity will provide religious meals in accordance with inmate's reasonable requests as

approved or requested by the County. With the exception of Kosher Meals which will be billed at cost plus 10%.

- i. Trinity shall have adequate stored onsite food supplies to be prepared in case of extreme weather conditions where delivery is unreasonable.
- j. All meals shall consist of a weekly average of 2600 calories per day of which condiments do not count for caloric intake.
- k. Milk will be provided with each breakfast; the use of powdered milk will not be allowed. Lunch and Dinner fortified vitamin juice packets may be used.
- l. 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 County 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. The cost of such inspection, examination, and audit will be at the sole expense of the County 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 herein.
 - a. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct at the Beltrami County Adult Corrections Center that County imposes upon County's employees and agents.
 - b. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the County as defined in Section 3.
 - c. The Sheriff's Office staff may purchase or order a meal from Trinity at the same rate charged for inmate meals as set forth in Section 4 subpart a.
 - d. Trinity agrees that its cooks will unload all deliveries for food service immediately or as soon as possible after the delivery arrives and will bring deliveries in the kitchen from the loading dock as soon as possible to store. Deliveries will be as the Beltrami County Adult Correction Center dictates, generally 8:00 am to 11:00 am and 1:00 pm to 3:00 pm, Monday through Friday. Alternative schedules need to be cleared by the Jail Administration or designee.

III. County's Responsibilities

- a. County shall, at its own cost and expense, provide equipment, facilities, and floor space, as mutually agreed between County and Trinity necessary for the efficient operation and control of Trinity services. Trinity will not pay for any replacements necessary for use in the food service operation. Trinity and the County shall keep such equipment and facilities maintained in a safe operating condition such that no employee of Trinity is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof, or any other similar Federal, State, or local law or regulation; provided however, if equipment provided by County

becomes inoperative, hazardous or inefficient to operate, Trinity shall have the right to effect repairs or replacements at the expense of County, if County fails to do so within a reasonable time after written notice of said equipment deficiency. County 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. Trinity agrees that all equipment and items of equipment now or hereafter furnished by County to Trinity be the sole property of County, and agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by County.

- b. County shall, without cost to Trinity, provide Trinity with the necessary space for the operation of said services, and shall furnish, without cost to Trinity, all equipment, utilities, facilities, and security of Trinity personnel reasonable and necessary for the efficient performance of this Agreement by Trinity including, but not limited to, the following: heat, hot and cold water, gas, lights and electric current, garbage removal services, sewage disposal services, exterminator services, and all local telephone and facsimile services.
- c. County will be responsible for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors, as well as any area adjacent to stands or carts used for food services at no cost to Trinity.
- d. County shall not impose any regulations on Trinity employees not imposed on County's employees.
- e. County will reimburse Trinity for all paper products used during lock down events.
- f. County shall pay all real estate taxes with respect to the Premises, and County shall pay all personal property taxes and similar taxes with respect to County's equipment located in the Premises.

IV. Financial Arrangements

- a. Trinity shall charge the County based on the meal count for meals served. All meals shall be charged at price indicated on the sliding scale below. Meals shall be cold breakfast, hot lunch, and hot dinner. Work release meals are bag lunches furnished to inmates that are allowed to leave the jail facility and work at a regular job or perform community service under the County Sentence to Service Program. Bag lunches will be added to the lunch count and charged as a meal. Special Medical Snacks shall be charged at a cost of product plus 10%.

<u>Number of Inmates</u>	<u>Price per Meal</u>
45 - 54	\$ 5 .132
55 - 64	\$ 4 .374
65 - 74	\$ 3 .850
75 - 84	\$ 3 .483
85 - 94	\$ 3 .204
95 - 104	\$ 2 .983
105 - 114	\$ 2 .800
115 - 124	\$ 2 .650
125 - 134	\$ 2 .528

135 - 144	\$ 2 .422
145 - 154	\$ 2 .331
155 - 164	\$ 2 .248
165 - 174	\$ 2 .181
175 - 184	\$ 2 .119
185 - 194	\$ 2 .064
195 - 204	\$ 2 .014
205 - 214	\$ 1 .969
215 - 224	\$ 1 .929
225 - 234	\$ 1 .892
235 - 244	\$ 1 .857
245 And Over	\$ 1.825

- b. 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.
- c. 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.
- d. Trinity shall provide Client with a capital investment in the amount of Fifteen thousand dollars (\$15,000.00) for the purpose of purchasing new equipment necessary for Trinity's production processes to be effective ("Capital Investment"). The Capital Investment will be amortized over sixty (60) months (June 1, 2024 through May 31, 2029). Should the Agreement expire or be terminated prior to May 31, 2029, the full sixty (60) month Capital Investment amortization period, Client agrees to repay Trinity the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Client terminated this Agreement with twelve (12) months remaining, Client would be responsible for reimbursing Trinity the unamortized amount of Three thousand Dollars (\$ 3000.00) or (\$15,000/60 months x 12 months remaining).

All equipment purchased with the Capital Investment (whether by Client or Trinity) will be the property of the Client, subject to the repayment obligations of this Section, and Client will be responsible for paying all sales taxes assessed on the equipment unless Client is exempt from the payment of sales tax. The Client will maintain, repair, and replace all other food

service equipment at its own expense in accordance with Section III a.

V. Bonding, Indemnity, and Insurance

- A. Bonding: Trinity will be required to maintain at all times during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty, with a minimum amount of \$25,000.00, covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Trinity's bond or insurance certificate shall be delivered to the County at the beginning of this Contract term and on an annual basis thereafter.
- B. Hold Harmless and Indemnification: Trinity agrees to defend, indemnify, and hold the County, its employees and officials, harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Provider, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Provider or the subcontractors, partners, or independent contractors or any of their agents or employees under this Agreement.

Trinity agrees that it will at all times indemnify and hold harmless the County from any and all liability for loss, damage or injuries arising from its performance under this Agreement if:

1. By reason of any service recipients suffer personal injury, death, or property loss or damages either while participating in or receiving from the Provider the care and services to be furnished by the Provider under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Provider, its employees or assigns.
 2. By reason of any service a recipient causes injury to, or damage to, the property of another person during any time when the Provider, the Provider's assigns or employees thereof have undertaken or are furnishing the care or services called for under this Agreement.
- C. Insurance: Any insurance required to be carried by Trinity shall be primary and not in excess to any other coverage by the County.

Coverage must be in force for the complete term of the Agreement. If the insurance expires during the term of the Agreement a new certificate of the insurance must be received by the member prior to the expiration date. The insurance must meet the terms of the original contract.

Trinity must provide a minimum of sixty (60) days advance notice to the County of any substantial change or cancelation of any of the insurance policies listed on the certificate of insurance.

The County should be included as an additional insured on all liability policies, professional liability and workers compensation are the exception.

Trinity is responsible for any deductible or self-insured retention contained within Trinity's insurance program.

In the event Trinity fails to keep in effect at all times the specified insurance coverage, the County may in addition to any other remedies it may have, terminate the occurrence of such event, subject to the provisions of the Agreement.

Commercial General Liability:

The Minimum Limits of Liability must be:

\$3,000,000 Aggregate
\$3,000,000 Products and Completed Operations Aggregate
\$1,500,000 Each Occurrence

- ◆ The policy shall be written on an occurrence basis, not a claims-made basis. Beltrami County must be listed as an Additional Insured with respect to this Agreement. An excess or umbrella liability policy may be used in conjunction with primary coverage to meet the minimum limit requirements.

Professional Liability Coverage:

The Minimum Limits of Liability must be:

\$2,000,000 Per Wrongful Act or Occurrence
\$4,000,000 Annual Aggregate

Automobile Liability:

The Minimum Limits of Liability must be:

Combined Single Limit of \$1,500,000 for Each Occurrence

- ◆ The policy must include All Owned Autos, Hired and Non-owned
 - ◆ Beltrami County must be listed as an Additional Insured with respect to this Agreement.

Worker's Compensation and Employer's Liability Coverage:

- ◆ Worker's Compensation limits are to be statutory per applicable state and federal laws.
- ◆ The Provider's Minimum Limits of Coverage must be:
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit

VI. Commencement and Termination

- a. This Agreement shall be for a five (5) period commencing June 1, 2024 and ending May 31, 2029 (the "Term"), and thereafter renewed annually upon mutual agreement, unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to expiration of an annual period.
- b. 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.
- c. Either Party 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 Client 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 Client for up to an additional ninety (90) days.

- d. Upon the termination or expiration of this Agreement, Trinity shall, as soon hereafter 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 County, together with all the equipment furnished by the County 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.

VII. Independent Contractor Relationship

- a. It is agreed that nothing contained in this Agreement, including the payment provisions as specified above for the full term or any portion or extension of the agreement period, is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the County and Trinity, nor shall Trinity, its employees, agents, and representatives be considered employees, agents and representatives of the County. Trinity represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Trinity or other persons, while engaged in the performance of any work or services required by Trinity under this Agreement, shall have no contractual relationship claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Trinity. Its officers, agents, contractors or employees shall in no way be the responsibility of the County; and Trinity shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, county, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay and PERA.

VIII. Excused Performance

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

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, shortages, strikes, lockouts, differences with workmen, fires, floods, 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.

IX. Assignment

- a. Neither Trinity nor County 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.

X. Entire Agreement and Waiver

- a. 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 County. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

XI. Notices

- a. 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.

1. If to County: Beltrami County Adult Corrections Center

- Attn: Jail Administrator
626 Minnesota Ave NW
Bemidji, MN 56601

2. If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677-3018

3. Copy to: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677-3018

XII. Confidentiality

- a. 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, County 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.

XIII. Information Technology Security

- a. In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the County ("Non-County Systems"}, which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity shall be responsible for all Non-County Systems, and County shall be solely responsible for County 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-County Systems interface with or connect to County Systems, then County agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the County 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.

XIV. Execution

- a. 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 these copies. In Agreement the event and of any such an amendment exchange, hereto this by Aggrievement exchange and of any scanned applicable and emailed amendment executed shall become binding and any scanned and emailed signed copies

shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

XV. Severability

- a. Any term or provision of this agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms or provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

XVI. Dispute Resolution and Governing Law

- a. This Agreement shall be governed by the laws of the State of Minnesota, 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 Minnesota, including, but not limited to, Beltrami County District Court.

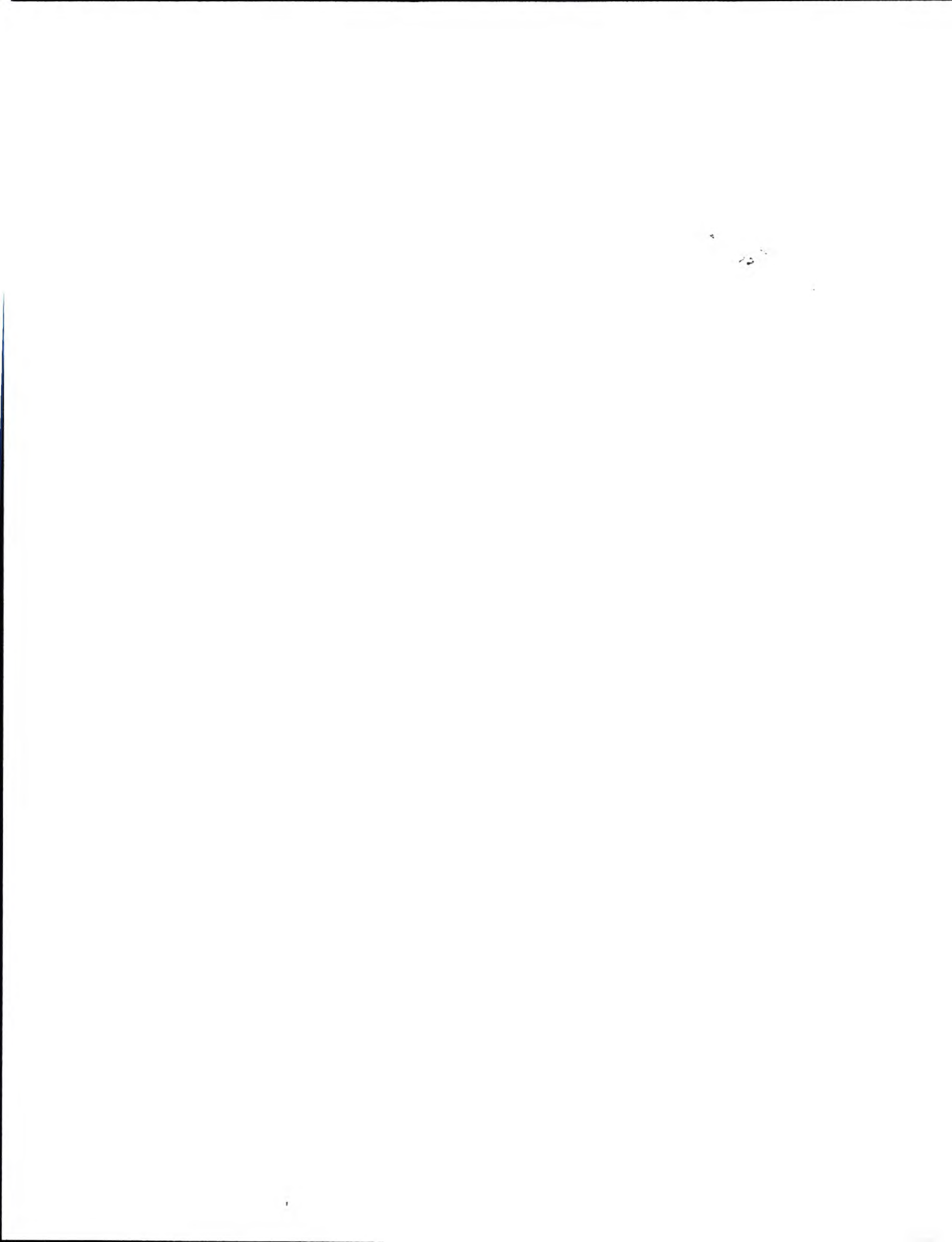
XVII. Equal Employment Opportunity Certification

- a. Trinity will hire all necessary employees for the performance of this Agreement. Upon employment, all employees shall be subject to health examination as proper City, State, or Federal authority may require in connection with their employment. All persons employed by Trinity will be required by this Agreement subject to a background check that will be completed by the County. The County and Trinity shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or age, in violation of Federal, State, or local laws.
- b. The parties shall comply with all federal, state and local laws as required including, but not limited to, Minnesota Administrative Rules Chapter 2911.

IN WITNESS WHEREOF, Beltrami County and the Provider have executed this Contract as of the day and year first written above. The Provider, having signed this Contract, and the Beltrami County Board of Commissioners having duly approved this Contract and pursuant to such approval and the proper County officials having signed this Contract.

[Signatures to follow on next page]

FOR THE COUNTY

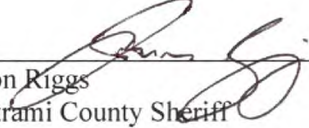




John Carlson, Board Chair
Beltrami County Board of Commissioners

5.21.24

Date

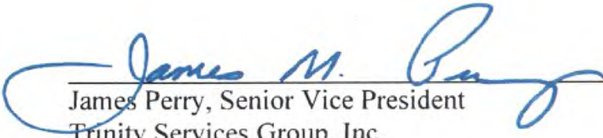


Jason Riggs
Beltrami County Sheriff

5.30.24

Date

FOR THE PROVIDER



James Perry, Senior Vice President
Trinity Services Group, Inc.

May 14, 2024

Date

APPROVED AS TO FORM AND EXECUTION



David L. Hanson
Beltrami County Attorney

5-24-24

Date