

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between Yadkin County, North Carolina, with principal offices located at 210 E. Hemlock St., Yadkinville, NC 27055 ("Agency"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity"). The Agency and Trinity are referred to herein jointly as the "Parties".

WITNESSETH:

WHEREAS, Caldwell County North Carolina has issued a Request for Proposal for Inmate Food Services at the Caldwell County Detention Center, the Wilkes County Detention Center and the Yadkin County Detention Center ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

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

WHEREAS, the RFP contemplates that Caldwell County Detention Center, the Wilkes County Detention Center and the Yadkin County Detention Center will all be serviced from the Caldwell County Detention Center kitchen, and

WHEREAS, the RFP contemplates that each of the three Counties involved would enter into separate Contracts with the food services vendor, and

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

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. AGENCY'S GRANT TO TRINITY

As used herein Caldwell County and Wilkes County will be referred to separately by name and jointly as the "Other Agencies".

Agency grants to Trinity, as an independent contractor, the exclusive right to provide inmate food services at the Yadkin County Detention Center, 205 E. Cherry Street, Yadkinville, NC 27055 (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Agency (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the terms, conditions and requirements of the RFP, including but not limited to the Specifications of Operations, Menu, Food Preparation, Meal Delivery and Contractor's Employees the Proposal and the Yadkin County Service Plan described in Exhibit A, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder 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 North Carolina Jail Standards regarding food service, sanitation and the requirements set forth in the RFP.

2.2. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state,

and local taxes assessed in connection with the operation of its Services at the Premises. Except in circumstances in which the Agency is exempt from sales tax, Trinity shall bill and Agency shall pay for all applicable sales taxes. Trinity also agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding Agency's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business and borne solely by Trinity.

2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Agency. All persons employed by Trinity will be the employees of Trinity, and not of the Agency, and will be covered by employee dishonesty coverage. The Agency may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Agency from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4. 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 Agency or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit B. The cost of such inspection, examination, and audit will be at the sole expense of the Agency 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.

2.5. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Agency imposes upon Agency's employees and agents.

2.6. In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Agency 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 Agency's Obligations.

SECTION 3. AGENCY'S RESPONSIBILITIES

3.1. Agency shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, including, but not limited to, the following: heat, hot and cold water, lights and electric current, garbage removal services, exterminator services, and sewage disposal services.

3.2. Agency shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services

hereunder. The Agency will maintain, repair, and replace all the kitchen equipment and facilities at the Premises at its own expense. Notwithstanding the foregoing, if equipment provided by Agency becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Agency and have the right to effect repairs or replacements at the expense of the Agency, if the Agency 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 Agency shall, if applicable, pay the cost of all paper products used during such time period. Agency 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 Agency to Trinity are the sole property of the Agency, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Agency.

3.3. Agency will be responsible, at no cost to Trinity, for any unusual necessary cleaning of walls, windows, ceiling areas, electric light fixtures and heavy floor cleaning aside from routine cleaning to be provided by Trinity Staff. All such cleaning shall be conducted so as not to interfere with normal operations.

3.4. Agency will reimburse Trinity for all paper products used during lock down events.

3.5. Agency 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 Agency breaches the terms of this provision, Agency 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 Agency prior to being employed by Trinity.

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 Agency for any claim or action brought by an employee of Trinity against Agency. The provisions of this Section shall survive the expiration or termination of this Agreement.

5.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual

summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Trinity shall obtain and maintain insurance as required by the terms of the RFP and the Agency shall be named as an additional insured under the insurance policies required by this provision.

5.4. Agency shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

5.5. Certificates of Insurance for such coverages shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to the commencement of Services hereunder.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for one (1) years beginning on September 1, 2016, and may be extended for additional one (1) year periods by the mutual agreement of the Parties.

6.2. Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

6.3 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.

6.4. 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 Agency, together with all the equipment furnished by the Agency 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 Agency and employees of Agency are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

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

continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 9. ASSIGNMENT

Neither Trinity nor Agency may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Agency. 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 Agency: Yadkin County Sheriff's Office
210 E. Hemlock Street
Yadkinville, NC 27055

If to Trinity: Trinity Services Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to: Stephen A. Hould, Esq.
920 Third Street, Suite D
Neptune Beach, FL 32266

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such

information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Agency ("Non-Agency Systems"), which may need to interface with or connect to Agency's networks, internet access, or information technology systems ("Agency Systems"). Trinity shall be responsible for all Non-Agency Systems, and Agency shall be solely responsible for Agency 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-Agency Systems interface with or connect to Agency Systems, then Agency agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Agency Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina 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 North Carolina.

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.

Yadkin County

By: 

Printed Name: LISA L. HUGHES

Title: COUNTY MANAGER

Date: AUGUST 19, 2016

Trinity Services Group, Inc.

By: 

Printed Name: David M. Miller

Title: COO

Date: 8-18-2016

This instrument has been pre-audited in manner required by the
Local Government Budget and Fiscal Control Act.

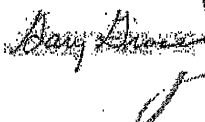

Digitally signed by Gary
DN: cn=Gary, o=Finance,
ou=Yadkin Co,
email=ggroce@yadkincou
nty.nc.gov, c=US
Date: 2016.08.11 09:29:30
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EXHIBIT A

YADKIN COUNTY FOOD SERVICES PLAN

The Requirements and Specifications contained in the RFP and the Proposal are subject to the following terms which shall control in the event of any inconsistency.

1. Yadkin County will have bulk foods for the menus delivered to the facility twice daily by Trinity Staff. These foods and menu items will be provided by the Caldwell County Detention Center food service operation, operated by Trinity.
2. The bulk foods service plan will require that Yadkin County have a steam table purchased for use in the meal assembly area. This can be purchased direct by the County or Trinity can purchase it through a slight modification to the proposed sliding scale pricing structure. The cost of the steam table is approximately \$5,000.00. Additionally, a tray system will be provided by Trinity at Trinity's cost which will enable avoiding using disposables (unless used as a back up plan). The system includes trays, tray lids, and drying racks.
3. Lunch will be delivered each day at approximately 11:30AM. At this time the breakfast meal supplies for the next day will be delivered as well.
4. When the truck arrives at the Detention Center, the Trinity staff, with the assistance of inmate labor, will unload the truck and supplies will be taken to the designated meal assembly area. The meal items will be staged in a steam table and work table and the lunch trays will be prepared for distribution to the population. Trays will be placed on carts and taken to the housing areas by Detention Center Staff.
5. Once all trays have been served and the meal is complete, all items and equipment are returned to the meal assembly area, whereby all items required to be returned to Caldwell County will be loaded onto the truck and the driver will depart to Caldwell County.
6. The inmate labor will clean the meal service items (trays, utensils, etc.) as needed so the areas and equipment are ready for the dinner meal service. The workers shall use the 3 compartment sink on premises for cleaning items, and Trinity will provide the chemicals needed for an approved wash-rinse-sanitize system.
7. The truck will return with the dinner meal supplies at approximately 430PM and the same procedures will apply for the dinner meal service as the lunch meal. The Trinity staff and inmate worker(s) will also prepare the breakfast meal trays and place them in the refrigerator for serving the next morning.

8. The breakfast meal will be distributed in the morning by the Jail Staff with assistance from the inmate worker. Trays will be cleaned and ready for the next meal service.
9. The parties will openly work together on improving efficiencies and reducing costs whenever practical and in the best interests of the operation. Yadkin County shall own all equipment (once costs are fully amortized if purchased by Trinity) and shall be responsible for any repairs to existing equipment or procuring new equipment as needed to support the operation.

EXHIBIT B

FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Agency shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom. In the event the term of this Agreement is extended the 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 Agency not less than ten (10) days prior to the effective date of the new prices.

In addition, in the event of material unanticipated cost changes, whether in (i) federal, state or local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the parties, it is agreed that Trinity Services shall have the right to request an adjustment of its per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in federal, state or local standards or regulations including any applicable Child Nutrition Program standards or other unforeseen conditions beyond Trinity Services' control, it is agreed that Trinity Services shall have the right to request an adjustment of its per meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Agency each week, in arrears, for the total amount due from Agency as the result of the number of meals served in the preceding week. Agency shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Agency'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 Agency.

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 Agency.

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 Caldwell County Detention Center and at the Agency and Wilkes County and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. In the event that either the Caldwell County Detention Center and the Wilkes County Jail or both of them terminate or materially modify or amend their Agreement for Services with Trinity, then the Parties agree to negotiate in good faith as to any change in meal prices required and in the event that the Parties are unable to reach a mutually satisfactory Agreement, Trinity may terminate this Agreement without penalty. If the Agency desires Trinity to change the operation or scope of its Services, Agency and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

SCHEDULE 1 MEAL PRICE SCALE

YADKIN COUNTY

<u>Inmate Population</u>	<u>Price</u>
Less than 50	\$3.750
50 - 59	\$2.981
60 - 69	\$2.650
70 - 79	\$2.362
More than 80	\$2.139

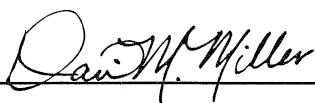
RFP Number (if applicable): Caldwell County RFP #2016-0608

Name of Vendor or Bidder: Trinity Services Group, Inc.

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



Signature

David M. Miller

Printed Name

August 10, 2016

Date

Chief Operating Officer

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

AFFIDAVIT

I, L. Andrew Garnica (the individual attesting below), being duly authorized by and on behalf of Trinity Services Group, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO X (If answer is no, Employer is not required to use E-Verify)
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 11th day of August, 2016.

L. Andrew Garnica

Signature of Affiant

Print or Type Name and Title of Officer of the Company:

L. Andrew Garnica, VP + CFO

State of Florida County of Pinellas.

Signed and sworn to (or affirmed) before me, this the 11th day of August, 2016.

My Commission expires: June 15, 2018

Sonia H. Jackson
Notary Public

(Affix Official/Notarial Seal)

