

HABERSHAM COUNTY BOARD OF COMMISSION
EXECUTIVE SUMMARY

SUBJECT: Food Services Amendment #1 to the food service agreement for FY2027 between Trio Community Meals, LLC and Habersham County

DATE: 09.23.2026

☒ RECOMMENDATION

☐ POLICY DISCUSSION

BUDGET INFORMATION:

☐ STATUS REPORT

ANNUAL-\$

☐ OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: October 19, 2026

PURPOSE: To obtain approval for FY 2027, addendum # 1, for a (COL) cost of living increase with Trio Community Meals to provide nutritional food services to Habersham Senior Center. The COL increase is 3.5% of the base line meal cost.

BACKGROUND / HISTORY: Trio was awarded in 2025 the RFP food service provider Bid for Habersham County and is currently servicing Habersham Senior Center. The term of the agreement shall be renewed for one (1) additional year and remain effective through June 30, 2027 . This is the first automatic renewal for an additional one-year period.

FACTS AND ISSUES:

1. Proposed annual increase was acknowledged in county budget based on servicing 49,000 meals in 2027.
 2. Cost increases effective November 1, 2026
 3. The Senior Center has been very pleased with the customer service and meal quality from Trio, which is located in-county allowing for prompt service.
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RECOMMENDED SAMPLE MOTION:

1. Consider approval of addendum #1 with Trio for Fiscal Year 2027.
 2. Deny the approval of addendum #1 with Trio for Fiscal Year 2027.
 3. Commission defined alternative for approval of addendum #1 with Trio for Fiscal Year 2027.
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DEPARTMENT:

Prepared by Kathy Holcomb

Director Kathy Holcomb

ADMINISTRATIVE

COMMENTS:

DATE:

County Manager

AMENDMENT #1 TO THE FOOD SERVICE AGREEMENT

This Amendment is made and entered into by and between Habersham County ("Client"), and TRIO Community Meals, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain FOOD SERVICE AGREEMENT (the "Agreement"), effective July 1, 2025;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** The Agreement is being renewed for one (1) additional year and will remain effective through June 30, 2027. As set out in the Agreement, this is the first automatic renewal for an additional one-year period.
2. **Program Specifications.** The third paragraph in Section 3.2.D of the Agreement shall be deleted in its entirety and replaced with the following language:

"In the event a Serving Site/Delivery Point is closed due to inclement weather, acts of God, and/or other unforeseen emergencies, the Client shall not be responsible for payment for food to be picked up / delivered on said day if notice has been given to Company by 2:00 a.m. of the serving day. If necessary, under these circumstances, Company may make menu substitutions on the following serving day, which shall be reported to the Client as soon as possible."

3. **Meal Projections and Adjustments.** Section 3.2 of the Agreement shall be modified to include a new subsection 3.2.E with the following language:

"Client shall provide projected meal counts for the following week no later than 12:00 PM on Friday of the current week. Any revisions to such projected counts must be received no later than 12:00 PM on the following Monday. Failure to provide timely revisions shall result in Client being charged based on the originally submitted projected counts."

4. **Payment Arrangement.** Per section 7.5 of the Agreement, in consideration for services provided to the Client, pricing at section 7.1 shall be amended to reflect that Company shall charge the Client as follows:

Meal Type	Rate Per Meal, Plus Applicable Sales Tax
Congregate (pre-plated)	\$5.557
Congregate (bulk)	\$5.178
Therapeutic Meal (pre-plated)	\$5.557
Therapeutic Meal (bulk)	\$5.178
Frozen – 2-pack	\$6.034
Frozen – 5-pack	\$6.034
Shelf Stable Meals	\$5.375

5. **Payments Due Dates, Method and Late Payment Penalty.** Section 7.2 of the Agreement shall be deleted in its entirety and replaced with the following language:

"On or before the tenth (10th) day of each month, Company will bill the Client for the preceding month's charges. Company shall issue an invoice at the end of each Accounting Period showing

the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. Payment Method shall be electronic via AFT/ACH transfer, or another acceptable electronic method agreed upon between the parties. Except to the extent failure to make timely payment is due to Contractor's error, in the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein. Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received."

6. **Change in Conditions.** Section 7.4 of the Agreement shall be amended to the following language: The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; tariffs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.
7. All capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.
8. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall prevail with respect to matters expressly set forth in this Amendment, and the Agreement shall prevail with respect to all other matters. No representations, inducements, or agreements, oral or in writing, between the parties with respect to such matters, unless contained in the Agreement or this Amendment, shall be of any force or effect.
9. Except as expressly amended herein, all other terms of the Agreement are hereby ratified and confirmed and will continue in full force and effect, and the parties hereby ratify and confirm the terms of the Agreement, as modified by this Amendment.
10. Counterparts; Electronic Delivery. This Amendment may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document with the same effect as if such signatures were upon the same instrument.

Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Amendment may be executed electronically.

This Amendment is effective as of July 1, 2026.

CLIENT: Habersham County

COMPANY: TRIO Community Meals, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: John Kirk

Title: President

Date: _____