

AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT ("Amendment I") is made and entered into this 18th day of July, 2023, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California ("COUNTY"), and Trinity Services Group, Inc., a Florida corporation, whose address is 477 Commerce Blvd., Oldsmar, FL 34677 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-21-504, dated December 14, 2021 ("Agreement"), pursuant to which CONTRACTOR agreed to provide inmate, juvenile, and staff meals for COUNTY Correctional and Juvenile Justice Campus ("JJC") facilities.; and

WHEREAS, COUNTY desires that CONTRACTOR provide additional enhanced holiday meals to inmates, as well as enhanced quarterly catering meals to staff, at the Jail facilities;

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to add these additional services and increase the allowable annual percentage rate increase for meal costs and additional services accordingly for the provision of these services at the Jail facilities.

NOW, THEREFORE, in consideration of their mutual promises, covenants, and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. A portion of Section Five of the Agreement, located on page 10 lines fifteen through nineteen is deleted in its entirety, and replaced with the following:

"For services provided at the JJC, beginning January 1, 2023, and in each subsequent calendar year (January 1 through December 31), the price per meal may be increased by a percentage equal to the National Consumer Price Index, but shall not exceed 4 percent (4%) per calendar year. CONTRACTOR shall notify the Probation Department in writing thirty (30) days in advance of such adjustment.

For services provided at the Sheriff's facilities, including the Fresno County Main Jail, Fresno County South Annex Jail, Fresno County North Annex Jail, and Fresno County West Annex Jail, from January 1, 2023 through July 17, 2023, the price per meal may be increased by a percentage equal to the National Consumer Price Index, but shall not exceed 4% per calendar year.

Beginning July 18, 2023, and in each subsequent calendar year (January 1 through

1 December 31) the price per meal for services provided at the Sheriff's facilities, including the Fresno
2 County Main Jail, Fresno County South Annex Jail, Fresno County North Annex Jail, and Fresno
3 County West Annex Jail, may be increased by a percentage equal to the change in the Bureau of
4 Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From
5 Home, but shall not exceed 9 percent (9%) per calendar year, which shall be negotiated by the parties
6 in good faith. Annual price adjustments shall be based on the most current data available sixty (60)
7 days prior to the adjustment date. CONTRACTOR shall notify the Sheriff's Office in writing sixty (60)
8 days in advance of such adjustment, and shall negotiate and reach agreement on such rate increase.
9 If the parties cannot agree on a rate increase, the rate increase shall be the lesser of the change in the
10 Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food
11 Away From Home, or 9 percent (9%).

12 2. Exhibit A, Scope of Services of the Agreement, is amended to add Subsection M on
13 page 37, as follows:

14 "F. Enhanced Staff Meals

15 a. On a quarterly basis, (once per quarter totaling 4 times per year),
16 CONTRACTOR shall provide enhanced staff meals, including the menus described on Exhibit
17 I, attached and incorporated by this reference. These enhanced meals shall be provided at no
18 additional cost to the COUNTY."

19 3. Exhibit A Scope of Services of the Agreement, is amended to add Subsection E on
20 page 38, as follows:

21 "E. Special Holiday Menu

22 a. Special holiday menus shall be designed for New Year's Day, Easter,
23 Independence Day, Thanksgiving, Christmas, Super Bowl and Cinco de
24 Mayo, including the menus described on Exhibit I, for Super Bowl and Cinco
25 de Mayo. These themed meals will consist of the described enhanced items,
26 but shall be charged at the regular price per meal."

27 4. Section 4, subsection D, Termination Without Cause by CONTRACTOR, located on
28 page 9, lines 19 through 23 of the Agreement, is deleted.

1 5. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend the
2 Agreement and that upon execution of this Amendment I, the Agreement and the Amendment I
3 together shall be considered the Agreement.

4 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
5 covenants, conditions, and promises contained in the Agreement, as amended by Amendment I, and
6 not amended herein, shall remain in full force and effect.

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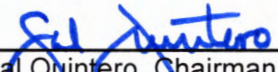
2 EXECUTED AND EFFECTIVE as of the date first above set forth.

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4 **CONTRACTOR**
Trinity Services Group, Inc.

COUNTY OF FRESNO

6 (Authorized Signature)


Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

7 
8 James M. Perry

9
10 Sr. Vice President

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

11 Mailing Address:
12 Trinity Services Group, Inc.
13 477 Commerce Blvd.,
14 Oldsmar, FL 34677

16 By: 
17 Deputy

19 FOR ACCOUNTING USE ONLY:

21 Fund: 0001

22 Subclass: 10000

23 ORG: 31114000

24 Account: 7295

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28

1
2 **Exhibit I**

3 **Enhanced Staff Meals (referenced in Subsection M on page 37 of the Agreement)**

4 **1st Quarter -Double Bacon Cheeseburgers Meal**

5 2- 4 oz Patty beef

6 2 slices Bacon

7 2 slices Cheese

8 1 Bun

9 1 Assorted Chip

10 1 Ice Cream (Bar or Tubs)

11
12 **2nd Quarter- Grilled New York Strip Steak Meal**

13 8oz- Grilled New York Strip Steak

14 ¾ Cup- Red Roasted Potatoes

15 ½ Cup- Steamed Vegetable

16 1 Ice Cream (Bar or Tubs)

17
18 **3rd Quarter- Tri Tip Steak Meal**

19 8oz- Roasted Tri Tip Steak

20 ¾ Cup – Whipped Potato

21 ¼ cup – Brown Cream Gravy

22 ½ Cup – Roasted Seasoned Vegetables

23 1 Slice of Cheesecake

24
25 **4th Quarter- BBQ Roasted Spareribs Meal**

26 8oz BBQ Roasted Spareribs

27 4oz Garlic herb roasts Potatoes Wedges

28 ½ Cup – Steamed Vegetable

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½ cup Baked Fruit Cobbler or Baked Fruit Crisp

*beverage is served on site, condiments will be provided during service.

Inmate Holiday Meal Menus (referenced in Subsection E on page 38 of the Agreement)

Super Bowl

Hot Dog 2 each
Hot Dog Bun 2 each
Baked Beans 6 oz. ladle
Potato Salad ¾ cup
Mustard PC 2 each
Cake 1/54 cut
Juice Packet 1 pkt.

Cinco de Mayo (May 5th)

Tamale Pie 10 oz.
Pinto Beans 6 oz.
Shredded Cheese 1 oz.
Corn 4 oz.
Coleslaw 4 oz.
Cornbread 1/54
Margarine 1 oz.
Iced Cake 1/54
Juice Packet 1 ea