

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "First Amendment") is made and entered into this 3rd day of April, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California (hereinafter "COUNTY"), and Trinity Services Group, Inc., a Florida corporation, whose address is 477 Commerce Blvd., Oldsmar, FL 34677, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into COUNTY Agreement number 15-628, dated the 15th day of December, 2015 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide inmate, juvenile and staff meals for COUNTY Correctional and Juvenile Justice Campus facilities; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to revise the compensation/invoicing section in anticipation of the Federal minimum wage increases in the current and subsequent years, and to provide other clarifications to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement, as follows:

1. Section One (1) (ENGAGEMENT OF CONTRACTOR), at Page One (1), line Twenty-Six (26), is deleted and replaced with the following:
"Fresno County West Annex Jail (construction has started and is in progress)."
2. Section Two (2) (OBLIGATIONS OF THE CONTRACTOR), Subsection (C)(1), at Page Three (3), lines Fourteen (14) through Nineteen (19), are deleted and replaced with the following:

1 "CONTRACTOR shall perform the food preparation services under this
2 Agreement at the COUNTY's Central Kitchen Facility. The Central Kitchen
3 Facility is located offsite and is not located at any of the COUNTY locations
4 listed or referenced in Section One (1), Page one (1), lines Twenty-Three (23)
5 through Twenty-Seven (27) of this Agreement. All such meals shall be delivered
6 by CONTRACTOR to such COUNTY locations in ready-to-use condition.
7 CONTRACTOR shall take all reasonable and prudent measures necessary to
8 assure the COUNTY that its equipment and Central Kitchen Facility are being
9 properly used and maintained. CONTRACTOR will be responsible for, and pay
10 for repair of, any damage to the Central Kitchen Facility and repair or
11 replacement of any damaged equipment or material due to negligence of any
12 person under CONTRACTOR's direction and control."

- 13 3. Section Six (6) (COMPENSATION/INVOICING), at Page Eight (8), between
14 lines Fourteen (14) and Fifteen (15), the following language is inserted:

15 "Beginning on the effective date of the First Amendment to this Agreement, and,
16 if this Agreement is renewed as provided in Section Four (4) hereof, beginning
17 January 1, 2019 in each subsequent calendar year (January 1 through
18 December 31) that this Agreement is in effect, the price per meal may be
19 increased, as approved in writing by the COUNTY, through its Sheriff-Coroner,
20 or her/his designee, for State minimum wage adjustment by a percentage not to
21 exceed three (3%) percent in calendar year 2018, six (6%) percent in calendar
22 year 2019, and six (6%) percent in calendar year 2020. CONTRACTOR shall
23 notify the Sheriff-Coroner's Office and Probation Department thirty (30) days in
24 advance of any such desired adjustment and the COUNTY, through its Sheriff-

1 Coroner, or her/his designee, in his or her discretion, shall either approve or
2 disprove, in writing, of such adjustment within thirty (30) days of receiving
3 notice."

- 4 4. Section Six (6) (COMPENSATION/INVOICING), at Page Nine (9), lines Seven
5 (7) through Nine (9) are deleted and replaced with the following:

6 The maximum amount payable by COUNTY to CONTRACTOR under this
7 Agreement is \$21,980,460. In the event this Agreement is renewed for the first
8 optional renewal term as provided in Section Four (4), herein, the maximum
9 amount payable by COUNTY to CONTRACTOR under this Agreement will be
10 \$30,289,950. In the event this Agreement is renewed for the second optional
11 renewal term as provided in Section Four (4), herein, the maximum amount
12 payable by COUNTY to CONTRACTOR under this Agreement will be
13 \$38,931,819.

14 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend
15 the Agreement and that upon execution of this First Amendment the Agreement and this First
16 Amendment together shall be considered the Agreement.

17 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
18 covenants, conditions and promises contained in the Agreement and not amended herein
19 shall remain in full force and effect.

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1 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of
2 the day and year first hereinabove written.

3 **CONTRACTOR**

4 David M. Miller

(Authorized Signature)

COUNTY OF FRESNO

5 Sai Quintero

Sai Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

6 David M. Miller - COO

Print Name & Title

7 477 Commerce Blvd

8 Oldsmar, FL 34677

Mailing Address

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10
11 **ATTEST:**

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

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13
14 By: Susan Bishop

Deputy

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18
19 **FOR ACCOUNTING USE ONLY:**

20 **ORG No.:** 31114000, 34409999

21 **Account No.:** 7055