

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Second Amendment") is made and entered into this 24th day of November, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, 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 Agreement number 15-628, dated 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 entered into the First Amendment to the Agreement (hereinafter "Amendment I"), dated April 3, 2018, which allowed meal service price adjustments with a maximum increase of three percent (3%) in calendar year 2018, six percent (6%) in calendar year 2019, and six percent (6%) in calendar year 2020 and provided clarification to the Agreement related to COUNTY locations and food preparation services.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to (i) extend the term of the Agreement for one (1) year for COUNTY's operational purposes and (ii) revise the compensation/invoicing section in anticipation of inflation and California minimum wage increases with CONTRACTOR for calendar year 2021.

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

1. CONTRACTOR is agreeable to extending the Agreement for another year, January 1, 2021 through December 31, 2021 pursuant to Section 2 hereof with a two percent (2.0%) increase in meal service pricing to offset the inflationary costs associated with purchasing food items and a \$0.044 increase in meal service pricing to offset the State of California minimum wage adjustment pursuant to Section 3 hereof and as depicted in the attached Exhibit "A" which shall be made part of the Agreement as Exhibit "A-1."

1 2. Section Four (4) (TERM), at page six (6), between lines seventeen (17) and eighteen
2 (18), the following language is inserted:

3 "The Agreement shall automatically be renewed for an additional one (1) year period after the
4 first five (5) years of this Agreement upon the same terms and conditions herein set-forth."

5 3. Section Six (6) (COMPENSATION/INVOICING), at page eight (8), between lines
6 fourteen (14) and fifteen (15), the following language is inserted and Exhibit "A" attached hereto shall
7 be attached to the Agreement as Exhibit "A-1" at Page twenty-one (21):

8 "On the effective date of the Second Amendment to this Agreement, and, if this Agreement is
9 renewed for an additional year period after the first five (5) years of this Agreement as provided in
10 Section Four (4) hereof, beginning January 1, 2021, the price per meal may be increased, as approved
11 in writing by the COUNTY, through its Sheriff-Coroner, or her/his designee, according to the pricing
12 scale attached hereto as Exhibit "A-1". The pricing scale will be effective January 1, 2021 with meals
13 subject to the appropriate sales tax of year 2021."

14 4. Section Six (6) (COMPENSATION/INVOICING), at page nine (9), lines seven (7)
15 through nine (9) are deleted and replaced with the following:

16 "The maximum amount payable by COUNTY to CONTRACTOR under this Agreement is
17 \$21,980,460. In the event this Agreement is renewed for the first optional renewal term as provided in
18 Section Four (4), herein, the maximum amount payable by COUNTY to CONTRACTOR under this
19 Agreement will be \$30,289,950. In the event this Agreement is renewed for the second optional
20 renewal term as provided in Section Four (4), herein, the maximum amount payable by COUNTY to
21 CONTRACTOR under this Agreement will be \$38,931,819. If this Agreement is renewed for an
22 additional one (1) year period after the first five (5) years of this Agreement, pursuant to Section Four
23 (4) herein, in no event shall the maximum amount payable by COUNTY to CONTRACTOR under this
24 Agreement be in excess of Forty-Seven Million, One Hundred Eighty-One Thousand, Two Hundred
25 Eighty-Two Dollars (\$47,181,282) for the entire six (6) year term of this Agreement."

26 5. The following language shall be added as Section Eighteen (18) (CONSISTENT
27 FEDERAL INCOME TAX POSITION), at page fourteen (14), on line nineteen (19):

28 "CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC), the Main Jail, South

1 Annex Jail, and North Annex Jail have been acquired, constructed, or improved, and that West Annex
2 Jail has been or will be acquired, constructed, or improved, by using net proceeds of governmental
3 tax-exempt bonds (collectively, "Bond-Financed Facilities"). CONTRACTOR agrees that, with respect
4 to this Agreement and the Bond Financed Facilities, CONTRACTOR is not entitled to take, and shall
5 not take, any position (also known as a "tax position") with the Internal Revenue Service ("IRS") that is
6 inconsistent with being a "service provider" to COUNTY, as a "qualified user" with respect to the Bond-
7 Financed Facilities, as "managed property," as all of those terms are used in Internal Revenue Service
8 Revenue Procedure 2017-13, and to that end, for example, and not as a limitation, CONTRACTOR
9 agrees that CONTRACTOR shall not, in connection with any federal income tax return that it files with
10 the IRS or any other statement or information that it provides to the IRS, (a) claim ownership, or that it
11 is a lessee, of any portion of the Bond Financed Facilities, or (b) claim any depreciation or amortization
12 deduction, investment tax credit, or deduction for any payment as rent with respect to the Bond-
13 Financed Facilities."

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

17 7. 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 shall remain
19 in full force and effect.

20 8. This Amendment may be executed in any number of counterparts, each of which shall
21 be deemed an original, but all of which together shall constitute one and the same Amendment,
22 binding on the Parties according to its terms and conditions.

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

CONTRACTOR

David M. Miller, Chief Operating Officer

David M. Miller

Print Name & Title

David M. Miller COO

Mailing Address

Trinity Services Group
Attn: David Miller, COO
477 Commerce Blvd.
Oldsmar, FL 34677

COUNTY OF FRESNO

Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:

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

By: *Rosei Cough*

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 31114000

Account: 7055

Exhibit A

[Price per Meal Scale is immediately attached hereto]

Exhibit A-1

2021- FRESNO COUNTY JAIL

INMATE POPULATION		DAILY MEAL COUNT		YEARLY MEAL COUNT		PRE- SALES TAX PRICE	SALES TAX PER MEAL	PER MEAL PRICE	
LOW	HIGH	LOW	HIGH	LOW	HIGH				
1,000.00	1,099.00	3,000.00	3,297.00	1,095,000.00	1,203,405.00	\$3.370	\$0.269	\$3.639	
1,100.00	1,199.00	3,300.00	3,597.00	1,204,500.00	1,312,905.00	\$3.152	\$0.251	\$3.403	
1,200.00	1,299.00	3,600.00	3,897.00	1,314,000.00	1,422,405.00	\$2.971	\$0.237	\$3.208	
1,300.00	1,399.00	3,900.00	4,197.00	1,423,500.00	1,531,905.00	\$2.818	\$0.225	\$3.043	
1,400.00	1,499.00	4,200.00	4,497.00	1,533,000.00	1,641,405.00	\$2.687	\$0.214	\$2.901	
1,500.00	1,599.00	4,500.00	4,797.00	1,642,500.00	1,750,905.00	\$2.574	\$0.205	\$2.779	
1,600.00	1,699.00	4,800.00	5,097.00	1,752,000.00	1,860,405.00	\$2.474	\$0.197	\$2.671	
1,700.00	1,799.00	5,100.00	5,397.00	1,861,500.00	1,969,905.00	\$2.386	\$0.190	\$2.576	
1,800.00	1,899.00	5,400.00	5,697.00	1,971,000.00	2,079,405.00	\$2.308	\$0.184	\$2.492	
1,900.00	1,999.00	5,700.00	5,997.00	2,080,500.00	2,188,905.00	\$2.239	\$0.179	\$2.418	
2,000.00	2,099.00	6,000.00	6,297.00	2,190,000.00	2,298,405.00	\$2.176	\$0.174	\$2.349	
2,100.00	2,199.00	6,300.00	6,597.00	2,299,500.00	2,407,905.00	\$2.118	\$0.169	\$2.287	
2,200.00	2,299.00	6,600.00	6,897.00	2,409,000.00	2,517,405.00	\$2.066	\$0.165	\$2.230	
2,300.00	2,399.00	6,900.00	7,197.00	2,518,500.00	2,626,905.00	\$2.019	\$0.161	\$2.180	
2,400.00	2,499.00	7,200.00	7,497.00	2,628,000.00	2,736,405.00	\$1.977	\$0.158	\$2.135	
2,500.00	2,599.00	7,500.00	7,797.00	2,737,500.00	2,845,905.00	\$1.937	\$0.154	\$2.092	
2,600.00	2,699.00	7,800.00	8,097.00	2,847,000.00	2,955,405.00	\$1.900	\$0.152	\$2.052	
2,700.00	2,799.00	8,100.00	8,397.00	2,956,500.00	3,064,905.00	\$1.866	\$0.149	\$2.015	
2,800.00	2,899.00	8,400.00	8,697.00	3,066,000.00	3,174,405.00	\$1.832	\$0.146	\$1.978	
2,900.00	2,999.00	8,700.00	8,997.00	3,175,500.00	3,283,905.00	\$1.797	\$0.143	\$1.941	
3,000.00	3,099.00	9,000.00	9,297.00	3,285,000.00	3,393,405.00	\$1.769	\$0.141	\$1.910	
3,100.00	3,199.00	9,300.00	9,597.00	3,394,500.00	3,502,905.00	\$1.746	\$0.139	\$1.886	
3,200.00	3,299.00	9,600.00	9,897.00	3,504,000.00	3,612,405.00	\$1.721	\$0.137	\$1.858	
3,300.00	3,399.00	9,900.00	10,197.00	3,613,500.00	3,721,905.00	\$1.700	\$0.136	\$1.836	
3,400.00	3,499.00	10,200.00	10,497.00	3,723,000.00	3,831,405.00	\$1.681	\$0.134	\$1.815	
3,500.00	3,599.00	10,500.00	10,797.00	3,832,500.00	3,940,905.00	\$1.661	\$0.132	\$1.793	
						Special Diet Meals	\$4.540	\$0.362	\$4.902
							\$2.198	\$0.175	\$2.374

2021 – JUVENILE JUSTICE CAMPUS

INMATE POPULATION		DAILY MEAL COUNT		DAILY SNACK COUNT		PRE SALES TAX PRICE	SALES TAX PER MEAL	TOTAL COST PER MEAL	PRE SALES TAX SNACK PRICE	SALES TAX PER SNACK	TOTAL COST PER SNACK
LOW	HIGH	LOW	HIGH	LOW	HIGH						
455.00	480.00	1,365.00	1,440.00	455.00	480.00	\$2.649	\$0.211	\$2.860	\$0.659	\$0.053	\$0.712
430.00	454.00	1,290.00	1,362.00	430.00	454.00	\$2.720	\$0.217	\$2.937	\$0.659	\$0.053	\$0.712
405.00	429.00	1,215.00	1,287.00	405.00	429.00	\$2.798	\$0.223	\$3.021	\$0.659	\$0.053	\$0.712
380.00	404.00	1,140.00	1,212.00	380.00	404.00	\$2.888	\$0.230	\$3.118	\$0.659	\$0.053	\$0.712
355.00	379.00	1,065.00	1,137.00	355.00	379.00	\$2.989	\$0.238	\$3.227	\$0.659	\$0.053	\$0.712
330.00	354.00	990.00	1,062.00	330.00	354.00	\$3.091	\$0.246	\$3.337	\$0.659	\$0.053	\$0.712
305.00	329.00	915.00	987.00	305.00	329.00	\$3.244	\$0.259	\$3.502	\$0.659	\$0.053	\$0.712
280.00	304.00	840.00	912.00	280.00	304.00	\$3.413	\$0.272	\$3.685	\$0.659	\$0.053	\$0.712
255.00	279.00	765.00	837.00	255.00	279.00	\$3.615	\$0.288	\$3.903	\$0.659	\$0.053	\$0.712
230.00	254.00	690.00	762.00	230.00	254.00	\$3.860	\$0.308	\$4.168	\$0.659	\$0.053	\$0.712
205.00	229.00	615.00	687.00	205.00	229.00	\$4.164	\$0.332	\$4.496	\$0.659	\$0.053	\$0.712
180.00	204.00	540.00	612.00	180.00	204.00	\$4.551	\$0.363	\$4.914	\$0.659	\$0.053	\$0.712

SPECIAL DIET MEALS	EACH	\$4.540	\$ 0.362	\$ 4.902
STAFF MEALS	EACH	\$2.090	\$ 0.167	\$ 2.257