

ADDENDUM TO FOOD SERVICE AGREEMENT

This Addendum to Food Service Agreement, effective June 12, 2021, is made by and between and between the County of Lake, California, with principal offices located at 255 North Forbes Street, Lakeport CA 95453 ("Client" or "County"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity"). The Client and Trinity are referred to herein as the "Parties".

WHEREAS, the Parties entered into a Food Service Agreement (the "Agreement") dated the 28th day of June, 2016, pursuant to which Trinity is providing food services to Client at the Lake County Jail, Hill Road Facility, 4913 Helbush Drive, Lakeport CA (such location hereinafter referred to as the "Premises"); and

WHEREAS, the Parties now desire to amend the Agreement to allow Trinity to develop and implement a meal take out program as set forth below; and

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be and hereby is amended as follows:

1. Trinity shall be allowed to sell take out meals to inmates at the Premises subject to the following conditions:

a. Trinity shall develop and submit to the Client a proposed Trinity Take Out ("TTO") menu, including proposed pricing. The TTO menu and pricing and any future changes to the TTO menu or pricing shall be subject to the prior approval of the Client. In the event the Client objects to any proposed TTO menu item or the proposed pricing, the Parties shall work together in good faith to resolve the issue but the Client shall retain the right to make the final decision in the event the Parties fail to reach an agreement. Trinity shall have the exclusive right to distribute products on the approved menu.

b. The Client may suspend or revoke the privilege of any inmate to purchase TTO products and Trinity agrees to abide by the Client's instructions in that regard.

c. The TTO program shall supplement but not replace the standard inmate meal service and all food products served by Trinity in the TTO program shall meet the same quality and health standards required for food served to inmates in the general meal program.

d. Inmate TTO spending limits shall be in addition to the commissary spend limits and may be established and revised by the Client in its discretion.

e. Trinity shall be responsible to collect and remit any applicable sales tax.

2. The term of this Addendum shall be the same term as applies to the Agreement. The TTO program may be terminated by either party upon not less than thirty (30) days prior written notice from either party. The Client reserves the right to terminate the TTO program immediately at any time the Client reasonably believes that immediate termination is necessary in the best interest of security or the safe operation of its facility.

3. Trinity shall pay a commission of fifteen (15%) percent to the Client's Inmate Welfare Fund for all TTO Net Sales made by Trinity on the Premises. Net Sales are defined as total gross TTO receipts less all applicable sales tax.

4. If Trinity operates the Client's commissary program it will be responsible for charging inmate accounts for TTO purchases. If Trinity does not operate the Client's commissary program, the Client agrees to assist in processing charges to the inmate accounts for TTO purchases. The Parties will jointly develop the processes so as to minimize the requirement for Client involvement in the payment processes.

5. The Client shall provide any necessary secured storage areas for Trinity's TTO equipment.

6. All requirements, terms and conditions contained in the Agreement shall apply to the TTO program. Except as expressly stated herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Addendum which shall be effective as of June 12, 2021.

County of Lake

Trinity Services Group, Inc.

By: _____

By: David M. Miller

Printed Name: _____

Printed Name: David M. Miller

Title: _____

Title: Chief Operating Officer

Date: _____

Date: June 4, 2021

Chair, Board of Supervisors

Date: _____

Approved: _____

Sheriff, Lake County

Date: _____

ATTEST

Clerk of the Board

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

Att. RT
County Counsel

Date: 6-7-21