



EST. 1851

PLACER COUNTY SHERIFF CORONER-MARSHAL

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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Edward N. Bonner
Date: July 8, 2014
Subject: Amendment No. 1 to the Contract for Canteen/Commissary Services

Action Requested

Approve Amendment No. 1 to the contract between the Sheriff's Office and Trinity Services I, LLC for inmate commissary services in the amount not to exceed \$325,000 annually beginning June 1, 2014 to May 31, 2017, and authorize the Sheriff to sign the amendment.

Background

Trinity's predecessor, Compass Group USA, Inc., through its Canteen Correctional Services Division and the County have previously entered into a contract for services effective July 1, 2011. Trinity, which is an entity affiliated with Compass Group USA, Inc. has assumed all obligations of Compass Group USA, Inc. under that contract.

In accordance with California Penal Code Section 4025(a) the Sheriff has established, maintained and operated a store in connection with the county jail. The Sheriff's Office has maintained a contract with Canteen Food Services since 2001 to provide commissary services for inmates through the Inmate Welfare Fund (IWF). This program is supported by section 4025(e) of the California Penal Code which states that the money and property deposited in the IWF shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates. The revenue received from commissary sales is placed directly into the IWF and is managed by the Sheriff's Office to support and directly benefit the inmates. This amendment transfers the contract to Trinity Services I, LLC, provides additional services and extends the contract for three years. The additional services include the installation of 20 kiosks that will provide direct commissary purchasing and deposit services for inmates.

Fiscal Impact

Funding for this contract is generated by commissary purchases made by inmates. The revenue generated from this contract is placed directly into the IWF. There is no additional impact on the General Fund.

CONTRACT NO. SRF003

BEGINS: June 1, 2014

ENDS: May 31, 2017

DESCRIPTION: AMENDMENT TO CONTRACT
FOP PROFESSIONAL TECHNICAL
SERVICES BY
TRINITY SERVICES I, LLC

ADMINISTRATIVE AGENCY:

An Amendment to a Contract for Professional and Technical Services is made by and between County of Placer-Sheriff-Coroner-Marshal (hereinafter referred to as "County") and the successor in interest to Compass Group USA, Inc., an affiliated company, Trinity Services I, LLC, with principal offices at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Trinity").

WHEREAS, Trinity's predecessor, Compass Group USA, Inc., through its Canteen Correctional Services Division and County have previously entered into a Contract for Professional and Technical Services effective June 1, 2011, (the "Contract"), and

WHEREAS, Trinity, which was an entity affiliated with Compass Group USA, Inc., has assumed all of the obligations of Compass Group USA, Inc., under the Contract, and

WHEREAS, Trinity has agreed to purchase and install twenty (20) inmate kiosks, two (2) additional lobby kiosks and one (1) additional booking kiosk equipped with Trinity's inmate trust accounting system, Canteen Manager, at the new Auburn Jail, and

WHEREAS, the County has requested and Trinity has agreed to provide its "Blue Cart" commissary services, and

WHEREAS, the parties also desire to extend the term of the Contract through May 31, 2017,

NOW, THEREFORE, for and in consideration of the forgoing facts, the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties agree that the Contract shall be amended as follows:

1. The foregoing recitations are true and correct and are by this reference made a part of this Amendment to the Contract. The assignment to and assumption by Trinity of the rights and obligations of Compass Group USA, Inc., under the Contract is hereby ratified and approved by the County.

2. Trinity shall purchase and install, at no cost to the County, twenty (20) inmate kiosks, two (2) lobby kiosks and one (1) booking kiosk, all equipped with Trinity's inmate trust accounting software system, Canteen Manager, at the County's Jail facilities. The Canteen

Manager software system will include the capacity for on-line product purchasing for inmates and on-line deposit of funds to inmate accounts. A debit card will be provided to inmates upon release from custody. The exact locations for the installations shall be determined by mutual agreement between the parties. Trinity shall be responsible for all repairs and maintenance of the kiosks and the software system including any software updates which may become available during the term of the Contract as extended by this Amendment.

3. Trinity will fund the cost of purchase and installation of the kiosks referenced above (the "Investment"). All hardware and software installed by Trinity shall remain the property of Trinity, with title and property interest remaining in Trinity. The Investment shall be amortized over a period of three (3) years from the June 1, 2014, calculated at a rate equal to a straight-line depreciation basis. If the Contract is terminated, regardless whether a permitted termination by either party, prior to the full amortization of the Investment, then Client agrees to pay the unamortized portion of the Investment to Trinity within thirty (30) days of the effective date of termination.

4. Trinity personnel will deliver the commissary orders to the inmates. The Client agrees to supply three (3) inmate workers to assist in making the deliveries.

5. Trinity is authorized to begin its "Blue Cart" service which consists of a rolling portable cart which is taken by Trinity personnel into the housing units for direct sale of approved commissary items to inmates. The menu of items available for sale on the Blue Cart and pricing of those items shall be subject to the review and approval of the Client to the same extent as other commissary items sold by Trinity. Trinity shall pay the Client a commission on sales from the Blue Cart equal to eighteen (18%) percent of the sales price, excluding sales tax, if any.

6. Hereafter, all notices to Trinity shall be sent to the following addresses:

Trinity Services I, LLC	with a copy to: Stephen A. Hould, Esquire
477 Commerce Boulevard	920 Third Street, Suite D
Oldsmar, FL 34677	Neptune Beach, FL 32266

7. The term of the Contract shall be extended through May 31, 2017.

8. Except as expressly stated herein, the terms and conditions of the Contract shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK AND
THE PARTIES SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of June 1, 2014.

County of Placer

Trinity Services I, LLC

Sheriff-Coroner-Marshall
Date:

By: Larry Vaughn, President
Date:

Approved as to form:

County Counsel
Date: