

TOOELE COUNTY SENIOR MEAL AGREEMENT
AMENDMENT

THIS AMENDMENT made effective April 1, 2012, is by and between Tooele County, Utah ("Client") and Trinity Services I, LLC, f/k/a Compass Group USA, Inc. by and through its Canteen Corrections Division. ("Trinity")

WHEREAS, Client and Trinity Services I, LLC, f/k/a Compass Group USA, Inc. by and through its Canteen Corrections Division are parties to a certain agreement dated April 2, 1996 ("Agreement"), whereby Trinity manages Client's inmate food service operation and related facilities at the Tooele County Correctional Facility ("Facility"), and

WHEREAS, the Client now desires to contract with Trinity for Trinity to prepare meals and provide food services for the elderly through the Client's Council on Aging Services, and

WHEREAS, the parties mutually desire to enter into this amendment for the provision of elderly food services by Trinity which is ready, willing and able to perform those services.

NOW THEREFOR, for and in consideration of the mutual terms and conditions set forth in this Amendment, the parties hereto do hereby agree as follows:

A. Scope of Services

1. Trinity shall prepare meals for the elderly at the Facility for delivery by the Client to its elderly patrons at congregate locations as well as homebound meals ("elderly meals").
2. As of the date of the execution of this amendment, it is estimated that the number of elderly meals distributed at congregate locations will be 80 to 100 meals per day and 60-80 homebound meals per day for five (5) days per week, i.e. Monday through Friday.
3. The parties shall determine what portion of the elderly meals shall be prepared in bulk, i.e. food placed into bulk containers rather than trays or packages for individuals.
4. Individual elderly meals will be placed in an appropriate tray, e.g. cardboard or paper and sealed. The Client will be responsible for all delivery of all elderly meals to both the congregate sites as well as the home bound sites and will be responsible for all pickup of delivered containers and will return said containers back to the point of origin.

B. Menus

The menus for the elderly meals shall be established by the Trinity Registered Dietitian and approved by the Client and the Tooele County Aging Services. All elderly meals shall meet acceptable standards for the nutritional and caloric content necessary and appropriate for elderly individuals.

C. Meal Price

1. The price per elderly meal will be \$2.8862 for individual elderly meals. Prices may be increased or decreased base on mutually agreeable menu item changes.
2. The County will be charged a minimum of \$300.00 and a maximum of \$400.00 per week for the labor to produce and package the elderly meals. This amount will be adjusted on a mutually agreeable basis if the number of elderly meals increases.
3. The County will be billed for the cost of all paper goods used to prepare and package homebound elderly meals. The price for paper products is currently \$.49 cents per elderly meal and will be adjusted to reflect any future changes in costs on a monthly basis.
4. For all bulk purchases the County will be charged at Trinity's cost plus fifteen (15%) percent.
5. The elderly meal prices shall be reviewed annually by the parties and adjusted by the written mutual approval of the parties.
6. Payment for the amounts due under this amendment shall be made on the same basis as payments due under the Agreement.

D. Termination

The term of this amendment shall be concurrent with the Agreement but may be terminated at any time upon 90 days written notice by either party, with or without cause.

E. Amendment Terms

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect except to the extent that those terms and conditions are specifically superseded or modified by this amendment.

IN WITNESS WHEREOF, the parties have executed this amendment in duplicate, each of which shall be deemed an original, on the dates affixed by their signatures.

Tooele County

By: Colleen Johnson

Printed Name: COLLEEN JOHNSON

Its: COMMISSIONER

Trinity Services I, LLC

By: Larry G. Vaughn

Printed Name: Larry G. Vaughn

Its: CEO

ATTEST:

Marilyn K. Gillette
 MARILYN K. GILLETTE
 TOOELE COUNTY CLERK

