

**AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 7780**

THIS FIRST AMENDMENT to Agreement No. 7780 is made this ___ day of _____ 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as (“CUSTOMER”) and TRINITY SERVICES I, LLC a Florida corporation, whose business address is 380 Scarlett Boulevard, Oldsmar, FL 34677, hereinafter referred to as “PROVIDER”;

WHEREAS, on June 26, 2012, CUSTOMER engaged PROVIDER in Agreement No. 7780 to provide a comprehensive jail commissary program for the Napa County Department of Corrections; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to add clauses required by the California State Public Works Board and the tax certificates associated with the lease revenue bonds for the Napa County Department of Corrections “new jail project.”

TERMS

NOW, THEREFORE, the parties agree to amend Agreement No. 7780 as follows:

1. Paragraph 11. **Other Termination** is amended to read as follows:

Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least fifty (50) days prior to the effective date.

2. Paragraph 30 of the Agreement, Special Terms and Conditions, is amended to add clause 30(c):

(c) Notwithstanding any other terms in this Agreement the parties agree:

(i) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2025 Series C (Various Correctional Facilities) (the “Bonds”), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Napa and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and

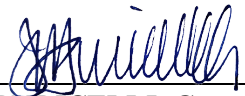
(ii) This Agreement is subject to the review and written consent of the State Public Works Board and Board of State and Community Corrections prior to execution, as is any amendment or modification thereto; and


(iii) This Agreement shall be terminable by the County of Napa, BSCC, or at the direction of the State Public Works Board upon fifty (50) days' written notice, without penalty or cause.

3. All other terms and conditions of Agreement No. 7780 and any written Amendment hereto, not inconsistent with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by CUSTOMER, acting by and through the Chair of the Board of Supervisors, and by Provider through its duly authorized officer(s).

TRINITY SERVICES I, LLC

By 
JOHN PURICELLI, General Manager/Executive Vice
President

By 
NATHAN SCHULTE, President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair of Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> _____ County Counsel</p> <p>Date: <u>1/26/26</u> _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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CONSENTED TO:

CONSENT AND APPROVAL
STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

Board of State and Community Corrections

By: _____
KOREEN H. VAN RAVENHORST
Deputy Director

STEVEN WICKLANDER
Deputy Director

Date: _____

Date: _____