

AGREEMENT FOR SERVICES #875-S0911
AMENDMENT II

This Amendment II to that Agreement for Services #875-S0911, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Keefe Commissary Network, L. L. C., an affiliate of The Keefe Group, a Missouri Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1260 Andes Blvd., St. Louis, MO 63132; and whose local place of business is 55-101 Vista Blvd., Sparks, NV 89434; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to supply food and other related products to the inmate commissary department for the El Dorado County Jail Facilities in Placerville and South Lake Tahoe, in accordance with Agreement for Services #875-S0911, dated September 15, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, on February 23, 2010, Amendment 1 to Agreement for Services #875-S0911 was signed amending Section 6. Menu, and Notices to Parties and County Officer or employee with responsibility for administering the Agreement, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to replace **Section 6. Menu:** and

WHEREAS, the parties hereto have mutually agreed to amend **Section 8. Term & Termination;** and

WHEREAS, the parties hereto have mutually agreed to amend the **Notices to Parties and County Officer or employee with responsibility for administering the Agreement.**

NOW THEREFORE, the parties do hereby agree that Agreement for Services #875-S0911 shall be amended a Second time as follows:

6. MENU

Product pricing will be updated at least annually or at a minimum on the contract anniversary date. All product price increases, product substitutions, additions and/or deletions will be mutually agreed upon by Keefe and the El Dorado County Jail. Keefe and the El Dorado County Jail may mutually agree to substitute, add or delete any products when necessary.

Written notification of all mutually agreed upon price increases, product substitutions, additions and/or deletions and the pricing for these items will be sent by Keefe to the El Dorado County Jail via email and fax at a minimum of 30 days prior to the effective date of any mutually agreed upon price increase, product substitution, addition and/or deletion.

8. TERM & TERMINATION:

This Agreement shall continue on a month-to-month basis effective April 30, 2019.

- A. *Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.*

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. *Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.*
- C. *Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.*
- D. *Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.*

Notice to Parties:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
SHERIFF'S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTENTION: Lt. Terrell Green
or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: Michele Weidmer, Purchasing Agent

Notices to Contractor shall be addressed as follows:

Keefe Commissary Network LLC
55-101 Vista Blvd.
Sparks NV 89434
ATTENTION: Kristine Johnson/Dennis Dempsey

The County Officer or employee with responsibility for administering this Agreement is Terrell Green, Lieutenant, Sheriff's Office, or successor.

Except as herein amended, all other parts and sections of that Agreement #875-S0911 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Terrell Green, Lieutenant
Sheriff's Office

Requesting Department Head Concurrence:

By: _____ Dated: _____
John D'Agostini, Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #875-S0911 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
James S. Mitrison, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

Keefe Commissary Network, L. L. C.,
An affiliate of The Keefe Group,
A Missouri Corporation

By: _____

John Puricelli
Executive Vice President, General Manager

Dated: _____

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