

EXHIBIT C

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
Aramark Services Inc., dba Aramark Correctional Services, hereinafter referred to as
“CONTRACTOR”**

Language Modifications and Additions Requested to Standard County Agreement

CONTRACTOR requests the following language changes and addition to the County’s Standard Contract. These changes have been discussed with CONTRACTOR, and CONTRACTOR is aware that these changes will require Board of Supervisors Approval.

Section 3.02 changed to read:

Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon thirty (30) days’ written notice to the other party.

Section 6.01 changed to read:

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2024. Per meal prices for each subsequent 12-month period shall be based on the County of Monterey Jail average daily population (ADP) and Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, food away from home. The annual meeting will take place during the month of February. The ADP utilized during the annual meeting will be based on the previous calendar year (January through December) and the CPI-U will use the January CPI-U that comes out during the month of February. Annual fiscal year financial cost increases/decreases to this agreement will be tied to the ADP and CPI-U.

However, the parties agree that if at any time during the term of the Contract the ADP is greater than *one thousand (1000)* for 12 consecutive weeks, or if ADP is less than nine hundred (*900*) for 12 consecutive weeks, either party may provide the other party notice of such increase or decrease and, within thirty (30) calendar days after such notice, the parties shall mutually agree upon modifications to the price per meal to offset the impact of the ADP increases or decreases.

Add to Section 6.05

MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Contractor’s control, including, but not limited to, a change in the scope of Contractor’s services; menu changes; a

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decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside Contractor's control, then Contractor shall give Client written notice of such increase or change, and within thirty (30) calendar days after such notice, Contractor and Client shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Contractor's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to Contractor's scope of services.

Section 7.02 changed to read:

TERMINATION FOR CAUSE: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

Section 10.5 changed to read:

County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all writings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement for the purposes of complying with County's obligations regarding open records requests and public disclosure requirements. Contractor shall not publish any such material without the prior written approval of County.