



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Glenn Church, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16596

Authorize the Contracts Purchasing Officer or their designee to execute a retroactive Agreement with Aramark Services Inc., dba Aramark Correctional Services, to provide food operations and commissary services for incarcerated people within the County of Monterey Jail, effective July 1, 2023 through June 30, 2028, for a total amount not to exceed \$10,000,000.

PASSED AND ADOPTED on this 26th day of September 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 26, 2023.

Dated: September 26, 2023

File ID: A 23-463

Agenda Item No.: 26

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Aramark Services, Inc dba Aramark Correctional Services, LLC

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: incarcerated food operation services and commissary goods and services.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ **10,000,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2023 to June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. ~~This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.~~

3.02 ~~The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Language Modification

Exhibit C -

Revised RFP#10788 dtd 11/30/2021, addendum #1-4

Aramark Response to RFP#10788 dtd January 20, 2022 & March 7, 2023

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- ^{DS}
54 ~~6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.~~ ^{DS}
JLA
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- ^{DS}
54 ~~7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~ ^{DS}
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~~7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

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JLA

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. ~~In addition, the Contractor upon request shall provide a certified copy of the policy or policies.~~

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JLA

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

Aramark Services, Inc dba Aramark
Correctional Services, LLC

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. ~~CONTRACTOR shall not publish any such material without the prior written approval of County.~~

11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Arthur Curtright, Contracts Manager	David Romero
Name and Title	Name and Title
1414 Natividad Road, Salinas, CA 93906	2300 Warrenville Road, Downers Grove, IL 60515
Address	Address
(831) 755-3708	(925) 349-8655
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

Aramark Services, Inc dba Aramark
Correctional Services, LLC

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by:
Debra R. Wilson
 7B741037A00D41B
 Contracts/Purchasing Officer
 9/28/2023 | 7:33 AM PDT
 Date: _____

By: _____
 Department Head (if applicable)
 Date: _____

Approved as to Form
 County Counsel
 Leslie J. Girard, County Counsel

By: DocuSigned by:
Janet L. Holmes
 C1EBDD3B2F584BB
 Office of the County Counsel
 9/27/2023 | 8:17 AM PDT
 Date: _____

Approved as to Fiscal Provisions

By: DocuSigned by:
Patricia Ruiz
 F79FE64F57454F6
 Auditor/Controller
 9/28/2023 | 7:13 AM PDT
 Date: _____

By: _____
 Risk Management
 Date: _____

CONTRACTOR

Aramark Services, Inc dba Aramark Correctional Services, LLC
 By: DocuSigned by: Contractor/Business Name *
Stephen Yarsinsky
 0BDB1002D00B4AA
 (Signature of Chair, President, or Vice-President)
 Steve Yarsinsky, Vice President
 Date: 9/8/2023 | 1:02 PM PDT
 Name and Title

By: DocuSigned by:
Wendy Wolff
 E60240E58C1647E
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
 Wendy Wolff, Regional Vice President
 Date: 9/11/2023 | 9:58 AM PDT
 Name and Title

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Revised 03/14/23

11 of 11

Agreement ID:

Aramark Services, Inc dba Aramark
 Correctional Services, LLC

Term: 7/1/2023-6/30/2028

EXHIBIT A

**To Agreement by and between
County of Monterey, herein after referred to as “County”
And
Aramark Services Inc, dba Aramark Correctional Services, LLC, hereinafter referred to as
“CONTRACTOR”**

Scope of Services/Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth in RFP#10788, Exhibits A, B and C:

Exhibit A – Contractor Requirements (pages 26-30) of RFP#10788 (attached)

Exhibit B – Food Operations Scope of Services (pages 31-40) of RFP#10788 (attached)

Exhibit C – Commissary Management Scope of Services (pages 41-43) of RFP#10788 (attached)

This AGREEMENT is based on the following supporting documents:

RFP#10788 dtd 11/30/2021, addendums 1 thru 4

Aramark Response to RFP #10788 dtd January 20, 2022 and March 7, 2023

A.2. CONTRACTOR and County will review 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 annually. 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. CONTRACTOR shall provide a fiscal year calendar.

A.3. CONTRACTOR shall submit all Commissary changes to the Chief of the Corrections Bureau three (3) months prior to requested change, with justification for the change. All changes will have to be approved prior to implementation in writing. Requested changes due to unforeseen circumstances will be handled on a case-by-case basis and require written approval.

A.4. CONTRACTOR shall not implement any additional services without a signed amendment.

A.5 CONTRACTOR staff working at the MCSO Jail shall consist of the following:

- Food Service Director – 100% of time (5 days a week)
- Food Service Manager – 100% of time (5 days a week)
- Commissary Manager full time – 90% of time on site, 10% elsewhere
- two (2) full time commissary workers – 90% of time on site, 10% elsewhere
- six (6) part time commissary workers (20 hours a week) – 90% of time on site, 10% elsewhere

CONTRACTORs Food Service Director and Food Services Manager shall submit request for any absence (ie. Vacation, medical appointment, training, etc.) at least 48 hours prior to Commander or Chief of Jail for approval. Food Services Director and Food Services Manager shall provide plan for coverage in their absence. Absence must be approved prior unless absence is due to an emergency.

Aramark Services Inc., dba Aramark Correctional Services, LLC

Term: 07/01/2023 to 06/30/2028

Amount: \$10,000,000

EXHIBIT A

* All product and labor expenses relating to work done for other County(ies) will be charged to that County and not the County of Monterey.

A.6 CONTRACTOR shall indemnify County for any/all items/supplies/materials stored at the County which are subsequently transferred/delivered to another facility outside of the County of Monterey. CONTRACTOR shall supply a list of items/supplies/materials stored at the County which are subsequently transferred/delivered to another facility outside of the County. County will work collaboratively with CONTRACTOR to allow for the storage of items/supplies/materials stored at the County to help defer cost of storage for facility outside of County.

A.7. CONTRACTOR shall be responsible for routine repair or replacement of necessary kitchen equipment listed in Table B.7.4 (page 38 of RFP#10788 Exhibit B), in an amount not to exceed \$15,000 during each County fiscal year (please B.7.3 page 38 of RFP#10788 Exhibit B). CONTRACTOR shall provide a copy of the invoices incurred for equipment repair (for County tracking purposes). The County will directly contract with a vendor for any work required in excess of the \$15,000.

A.8. CONTRACTOR shall pay to the County a commission in an amount equal to 25% of Net Sales, within fifteen (15) days after the end of each month. CONTRACTOR shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, “**Net Sales**” means total product sales (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Products) less sales or use taxes, authorized returns and handling charges. Contractor shall provide monthly documentation to support commission.

B. COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$10,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Table below shall be updated each fiscal year as necessary. The fiscal year calendar that Aramark provides shall be used (for the weeks) in the table below.

FY 23-24 and FY 27-28 have 366 days due to leap year (29 days in month of February).

Table 1

Payment Schedule		
FY 2023-2024		
ADP for previous calendar year (Jan-Dec)		950
CPI-U (December)		
Meal Rate		\$ 1.58
Daily Rate (3 meals a day)		\$ 4,503.00
FY23-24 has 366 days		\$ 1,648,098.00
Month	# of Weeks	Monthly
July	4	\$ 126,776.77
August	4	\$ 126,776.77
September	5	\$ 158,470.96

Aramark Services Inc., dba Aramark Correctional Services, LLC

Term: 07/01/2023 to 06/30/2028

Amount: \$10,000,000

EXHIBIT A

October	4	\$ 126,776.77
November	4	\$ 126,776.77
December	4	\$ 126,776.77
January	5	\$ 158,470.96
February	4	\$ 126,776.77
March	5	\$ 158,470.96
April	4	\$ 126,776.77
May	4	\$ 126,776.77
June	5	\$ 158,470.96
Total		\$ 1,648,098.00

B.1 CONTRACTORS BILLING PROCEDURES

Invoices shall be emailed to: MCSOSheriff.fiscal@co.monterey.ca.us.

For any service rendered in June of any year, CONTRACTOR must present invoice to County by July 15th, to facilitate County's year end close process.

County may, in its sole discretion and in accordance with the terms of this Agreement, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Aramark Services Inc., dba Aramark Correctional Services, LLC

Term: 07/01/2023 to 06/30/2028

Amount: \$10,000,000

EXHIBIT B

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
Aramark Services Inc., dba Aramark Correctional Services, LLC, 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 is deleted in its entirety.

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 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

Aramark Services Inc., dba Aramark Correctional Services, LLC

Cost: \$10,000,000

Term: 07/01/2023 – 6/30/2028

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EXHIBIT B

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 7.01 changed to read:

During the term of this Agreement, Either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the eservices provided prior to the date of termination.

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 9.01 last sentence in 1st paragraph is deleted

Section 10.5 changed to read:

Royalties and Inventions: 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.

AMENDMENT #1 RFP#10788 A-16596

AMENDMENT #1 TO RFP#10788 AGREEMENT A-16596 BY AND BETWEEN COUNTY OF MONTEREY & ARAMARK SERVICES, INC., dba ARAMARK CORRECTIONAL SERVICES, LLC

THIS AMENDMENT is made to the AGREEMENT to provide food operations and commissary services by and between **ARAMARK SERVICES, INC., dba ARAMARK CORRECTIONAL SERVICES, LLC**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on July 1, 2023, with a Not to Exceed amount of \$10,000,000 and a term date ending on June 30, 2028; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by replacing Table 1 with Table 2; and

WHEREAS, the County and CONTRACTOR agree that CONTRACTOR will provide iCare services (which was previously disclosed in initial response to RFP#10788); and

WHEREAS, the County and CONTRACTOR agree that CONTRACTOR will install/provide Mirco-market (which was previously disclosed in initial response to RFP#10788); and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Exhibit A – Table 1 payment schedule is hereby replaced with Table 2 (effective September 1, 2024), attached hereto.
2. Exhibit A – is also amended to add sections A.9., A.10. and A.11. as follows:

A.9. CONTRACTOR shall implement its **iCare** program at the Facility. Inmates at the Facility may receive up to two (2) iCare packages per week. At the County’s discretion, inmates may receive one additional iCare package on Martin Luther King Jr. Day, Easter, Cinco de Mayo, Fourth of July, Indigenous Peoples’ Day, Veteran’s Day, Thanksgiving, and Christmas.

CONTRACTOR shall determine the prices at which iCare items shall be sold. If CONTRACTOR sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, CONTRACTOR may increase its iCare prices to recover such increased costs. No returns shall be accepted unless the inmate, who is a recipient of such iCare order, is released prior to such delivery, or the iCare order is undeliverable in accordance with CONTRACTOR standard terms and conditions for iCare orders. All sales shall be deemed made when an iCare item purchased is delivered to the inmate.

The County shall earn a commission in an amount equal to Twenty-Five Percent (25%) of Net Sales of all iCare packages. For purposes of this Paragraph, ‘**Net Sales**’

Aramark Services, Inc, dba Aramark Correctional Services, LLC

Amount: \$10,000,000

Term: 07/01/2023 to 06/30/2028

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AMENDMENT #1 RFP#10788 A-16596

means total iCare sales, less sales or use taxes, authorized returns, and handling charges.”

A.10. CONTRACTOR shall provide a **Micro-Market** at the Facility, which shall contain refrigerated food and beverage meal offerings, shelf-stable food, and non-food items for County staff working at the Facility to purchase. The micro-market will also include cooked-to-order meals that County staff working at the Facility may purchase at their own costs. CONTRACTOR and the County shall mutually agree to the frequency at which cooked-to-order meals will be available at the micro-market. CONTRACTOR shall retain all revenue from micro-market sales.

The County agrees to supply all utilities necessary for CONTRACTOR to provide the micro-market, including a high-speed internet connection to be used for payment processing and security monitoring. The County will be responsible for paying the cost of such utilities. CONTRACTOR shall make all necessary repairs to the equipment in order to maintain it in reasonable working order and appearance, except where such repairs are required due to the negligent or willful acts or omissions of the County. Also, should CONTRACTOR suffer a loss due to vandalism, riot, or forcible entry at a Facility, then the County shall be responsible for the total amount of any such loss (including cash, value of product inventory, and cost of equipment repairs and/or replacement). All products consumed or used in connection with the micro-market equipment will be supplied and stocked by CONTRACTOR.

A.11. CONTRACTOR shall make a **Financial Commitment** to the County of up to Fifty Thousand Dollars (\$50,000.00) (the “**Financial Commitment**”) for the purchase of micro-market equipment. Any equipment purchased by CONTRACTOR on the County’s behalf shall be purchased as a “sale-for resale” to the County. The County shall hold title to all such equipment (with the exception of those items which bear the name of CONTRACTOR, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The County acknowledges that it is a tax- exempt entity and will provide CONTRACTOR with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis beginning as of September 1, 2024 until June 30, 2028. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, the County shall reimburse CONTRACTOR for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Amendment at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the

AMENDMENT #1 RFP#10788 A-16596

certified invoice. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to CONTRACTOR.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on September 28, 2023.

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AMENDMENT #1 RFP#10788 A-16596

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Signed by:

Jaime Ayala

AA3BAA306356433...

Contracts/Purchasing Officer

Dated: 10/2/2024 | 1:57 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz

E79EF64E57454F6

Deputy Auditor/Controller

Dated: 10/2/2024 | 1:48 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Signed by:

Michael Whilden

0E98C5BE9B6FA76

Deputy County Counsel

Dated: 10/2/2024 | 11:08 AM PDT

Aramark Services, Inc., dba Aramark
Correctional Services, LLC

By:

[Signature]

Signature of Chair, President, or
Vice-President

Stephen Yarsinsky, Vice President
Printed Name and Title

Dated: 9/23/24, 10:57 AM

DocuSigned by:

By:

F60240E68C1647F...

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Wendy Wolff, Regional Vice President
Printed Name and Title

Dated: 9/20/2024 | 2:37 PM PDT

County Board of Supervisors' Agreement Number: **A-16596**.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Aramark Services, Inc, dba Aramark Correctional Services, LLC

Amount: \$10,000,000

Term: 07/01/2023 to 06/30/2028

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Table 2

Payment Schedule

Inmates	Rate	Total
950	\$1.62	\$1,429,849.38
Fixed Monthly Payment Schedule		
September	Week 1	\$32,496.58
September	Week 2	\$32,496.58
September	Week 3	\$32,496.58
September	Week 4	\$32,496.58
September	Week 5	\$32,496.58
		\$162,482.88
October	Week 1	\$32,496.58
October	Week 2	\$32,496.58
October	Week 3	\$32,496.58
October	Week 4	\$32,496.58
		\$129,986.31
November	Week 1	\$32,496.58
November	Week 2	\$32,496.58
November	Week 3	\$32,496.58
November	Week 4	\$32,496.58
		\$129,986.31
December	Week 1	\$32,496.58
December	Week 2	\$32,496.58
December	Week 3	\$32,496.58
December	Week 4	\$32,496.58
December	Week 5	\$32,496.58
		\$162,482.88
January	Week 1	\$32,496.58
January	Week 2	\$32,496.58
January	Week 3	\$32,496.58
January	Week 4	\$32,496.58
		\$129,986.31
February	Week 1	\$32,496.58
February	Week 2	\$32,496.58
February	Week 3	\$32,496.58
February	Week 4	\$32,496.58

Table 2

		\$129,986.31
March	Week 1	\$32,496.58
March	Week 2	\$32,496.58
March	Week 3	\$32,496.58
March	Week 4	\$32,496.58
March	Week 5	\$32,496.58
		\$162,482.88
April	Week 1	\$32,496.58
April	Week 2	\$32,496.58
April	Week 3	\$32,496.58
April	Week 4	\$32,496.58
		\$129,986.31
May	Week 1	\$32,496.58
May	Week 2	\$32,496.58
May	Week 3	\$32,496.58
May	Week 4	\$32,496.58
		\$129,986.31
June	Week 1	\$32,496.58
June	Week 2	\$32,496.58
June	Week 3	\$32,496.58
June	Week 4	\$32,496.58
June	Week 5	\$32,496.58
		\$162,482.88

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