

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