

DOLLAR INCREASE AMENDMENT #4 TO AGREEMENT**RENEW AND DOLLAR INCREASE AMENDMENT #4 TO PROFESSIONAL SERVICES AGREEMENT****COUNTY OF MONTEREY & ARAMARK CORRECTIONAL SERVICES, LLC**

THIS AMENDMENT is made to AGREEMENT A-13350/14524 due to COVID-19 for provision of inmate food operation services and commissary system goods at the Monterey County Adult Correctional Facility by and between **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 entered into AGREEMENT A-13350 on November 14, 2016, retroactive to October 1, 2016 via a Request for Proposals #10538, with a not to exceed amount of \$3,248,909 and a term ending date of May 31, 2019; and

WHEREAS, the County and CONTRACTOR amended AGREEMENT A-13350 with Amendment #1 on November 29, 2017, replacing Exhibits 1A and 1B with Exhibits 3A and 3B and adding \$20,088.00; and

WHEREAS, the County and CONTRACTOR amended AGREEMENT A-13350 with Amendment #2 A-14524 on October 2, 2019, replacing Exhibits 3A and 3B with Exhibits 4A and 4B and added 4A(i) and \$1,149,321.00 and extended the Agreement with a new end date of June 30, 2020; and

WHEREAS, the County and CONTRACTOR amended AGREEMENT A-13350/14524 with Amendment #3 on July 1, 2020, by adding \$1,259,954.15 and extending the AGREEMENT by one (1) additional year for a new ending date of June 30, 2021 and new not to exceed amount of \$5,678,272.15; and

WHEREAS, the County and CONTRACTOR wish to further amend AGREEMENT A-13350/14524 due to COVID-19 by adding \$600,000.00 for a new not to exceed total of \$6,278,272.15; and

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

1. The parties agree that this Amendment #4 and Exhibit C – Additional Scope of Services (hereafter this "Amendment"), shall remain effective for a period not to exceed six (6) months from the date last written below, unless an extension is mutually agreed upon in writing. Thereafter, unless extended by the parties as set forth herein, this Amendment shall be of no further force and effect, except that any payment obligations arising pursuant to this Amendment shall survive and continue in accordance with the terms of this Amendment.
2. **Section 4.7.1** shall be added as follows– The County shall reimburse CONTRACTOR in accordance with Exhibit C– Additional Scope of Services Due to COVID-19, for (i) CONTRACTOR personnel working as cooks in the Monterey County Jail, due to the loss of inmate/offender labor due to the outbreak of COVID-19 (per paragraph 4.7 of RFP#10538); and, (ii) purchasing of disposable items.

Aramark Correctional Services, LLC

Term: 10/01/2016(retroactive) to 06/30/2021

Amount: \$6,278,272.15

DOLLAR INCREASE AMENDMENT #4 TO AGREEMENT A-13350/14524

Cost to be paid by the County upon receipt of invoice in accordance with Exhibit C.

3. Exhibit C – Additional Scope of Services due to COVID-19, attached hereto, shall be added to the Agreement per this Amendment.
4. 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.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 14, 2016, retroactive to October 1, 2016.

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Aramark Correctional Services, LLC
Term: 10/01/2016(retroactive) to 06/30/2021
Amount: \$6,278,272.15

DOLLAR INCREASE AMENDMENT #4 TO AGREEMENT A-13350/14524

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

MONTEREY COUNTY

Aramark Correctional Services, LLC

Contracts/Purchasing Officer

Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
038248FEC4D8440...
Deputy Auditor/Controller

Dated: _____

Dated: **9/4/2020 | 1:45 PM PDT**

DocuSigned by:
Mark R. Adams
F0D85402EF604E3...
By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Approved as to Liability Provisions:

Mark R. Adams, Sr. VP of Finance
Printed Name and Title

Risk Management

Dated: **9/4/2020 | 12:50 PM CDT**

Dated: _____

Approved as to Form:

DocuSigned by:
Irv Grant
454AC3485FD4490...
Deputy County Counsel

Dated: **9/4/2020 | 1:13 PM PDT**

*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 Correctional Services, LLC
Term: 10/01/2016(retroactive) to 06/30/2021
Amount: \$6,278,272.15

DOLLAR INCREASE AMENDMENT # TO AGREEMENT A-13350/14524

EXHIBIT C

**To Agreement by and between
County of Monterey, herein after referred to as "County"
And**

Aramark Correctional Services, LLC hereinafter referred to as "CONTRACTOR"

Additional Scope of Services/Payment Provisions

A. ADDITIONAL SCOPE OF SERVICES – Due to COVID-19

A.1 CONTRACTOR shall provide services and staff (not to exceed six (6) months as set forth in Amendment #4), and otherwise do all things necessary for or incidental to the performance of work, as set forth below due to COVID-19:

Meals

CONTRACTOR shall provide 15 personnel ("Additional Personnel") to replace "Offender Labor" (per paragraph 4.7 RFP#10538) to perform tasks usually accomplished by "Offender Labor", which cannot be performed by inmate labor due to COVID-19 outbreak at Jail.

Additional Personnel shall NOT WORK MORE THAN 40 hours per week or 80 hours in a pay period.

Additional Personnel shall NOT WORK "OVERTIME".

CONTRACTOR shall provide Personal Protective Equipment ("PPE") to their staff to assist in providing a safe environment to work.

CONTRACTOR shall provide a "Servesafe" certification or other food service training certificate program as approved by Jail Captain to Additional Personnel.

CONTRACTOR shall procure disposable equipment such as trays, in lieu of equipment that is usually cleaned and sanitized, to assist in combating COVID-19 ("Disposable Equipment").

At such time "Offender Labor" duties or "Offender Labor" or "County Personnel" resumes responsibility, CONTRACTOR shall remove the provision of Additional Personnel.

B. COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$600,000.00, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work above. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Aramark Correctional Services, LLC

Term: 10/01/2016(retroactive) to 06/30/2021

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Additional Personnel working at the Jail, shall be paid no more than \$20.00 per hour – not to exceed 40 hours per week or 80 hours per pay period.

CONTRACTOR shall be reimbursed for the purchasing of Disposable Equipment.
CONTRACTOR shall submit receipts identifying such Disposable Equipment with invoices.

And Meals.

B.1 CONTRACTORS BILLING PROCEDURES

Invoices due pursuant to Amendment #4 and this Exhibit C, shall be presented every two weeks to the County. The invoice(s) shall be emailed to: MCSOSheriff.fiscal@co.monterey.ca.us. Invoices for the above services will be billed separately and identified as “COVID-19” so they may be tracked separately. Invoices shall clearly state:

- B.1.1 “COVID-19”
- B.1.2 Date
- B.1.3 Period covered
- B.1.4 Service provided, i.e personnel, purchase equipment, etc.
- B.1.5 All invoices shall be submitted monthly

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.