



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.6066

Board Order

Agreement No.: A-13350

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to sign a Professional Services Agreement created by Request for Proposals (RFP) #10538-Inmate Food Operation Services and Commissary System Goods, with Aramark Correctional Services, LLC, for a term retroactive from October 1, 2016 to May 31, 2019 in the amount of \$3,248,909, with two (2) additional one (1) year extensions possible and;
- b. Authorized the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to sign up to one (1) future amendment to the agreement where the amendment does not significantly change the scope of work, and where the amendment does not increase the contract value more than 10% (\$324,890) for a revised maximum contract amount of \$3,573,799.

PASSED AND ADOPTED on this 8th day of November 2016, by the following vote, to wit:

AYES: Supervisors Phillips, Salinas and Parker

NOES: None

ABSENT: Supervisors Armenta and Potter

I, Gail T. Borkowski, 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 79 for the meeting on November 8, 2016.

Dated: November 14, 2016

File ID: 16-1251

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Gail Borkowski*
Deputy

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND
ARAMARK CORRECTIONAL SERVICES, LLC**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Aramark Correctional Services, LLC, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP# 10538) to provide INMATE FOOD OPERATION SERVICES AND COMMISSARY SYSTEM GOODS AND SERVICES for the County of Monterey Adult Detention Facility, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP# 10538 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10538. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP # 10538; Addendum # 1
RFP # 10538 dated July 2, 2015, including all attachments and exhibits
CONTRACTOR'S Proposal dated August 11, 2015,
Certificate of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP# 10538, Addendum #1, including

RFP # 10538
INMATE FOOD OPERATION SERVICES AND
COMMISSARY SYSTEM, GOODS AND SERVICES
FOR THE COUNTY ADULT DETENTION FACILITY

All attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 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.
- 1.4 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.
 - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 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.

2.0 SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 2.2 The Scope of Services is attached hereto as the following:
 - 2.2.1 AGREEMENT ATTACHMENT A, CONTRACTOR GENERAL REQUIREMENTS
 - 2.2.2 AGREEMENT ATTACHMENT B, SCOPE OF SERVICES FOR FOOD OPERATION SERVICES FOR COUNTY ADULT DETENTION FACILITY and
 - 2.2.3 AGREEMENT ATTACHMENT C, SCOPE OF SERVICES FOR COMMISSARY SYSTEM, GOODS AND SERVICES FOR COUNTY ADULT DETENTION FACILITY

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of this AGREEMENT through and including May 31, 2019, with the option to extend this AGREEMENT for two (2) additional one (1) year periods by mutual agreement of the parties.
- 3.1.1 Parties are not required to state a reason if they elects not to renew this AGREEMENT.
- 3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the anniversary date of this AGREEMENT in order to be considered.
- 3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, with cause, with a thirty day (30) written notice.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.1.1.1 EXHIBIT 1A PRICING FOR FOOD SERVICES
- 4.1.1.2 EXHIBIT 2A COMMISSION RATE SHEET
- 4.2 Prices shall remain firm for the first year of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.2.1 Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the AGREEMENT by an amount to be mutually agreed upon; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average ("CPI-U"), published by the U.S. Department of Labor. The period for determining CPI-U increases shall be January of the immediately preceding year to January of the then-current year (the "Base Period")
- 4.3 After the initial term of the AGREEMENT, negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later.

In no case will a discount be considered that requires payment in less than 30 days.

4.5 CONTRACTOR shall levy against County no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.

4.6 Tax:

4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

4.7 Material Adverse Change: The financial arrangements in this AGREEMENT are based on conditions existing as of the date the AGREEMENT is executed including any representations regarding existing and future conditions made by County 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 offender population or the availability of offender labor; efforts to organize labor; increases in food, fuel, equipment, utilities, and supply 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; or other unforeseen external market conditions outside CONTRACTOR's control, then CONTRACTOR shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, CONTRACTOR and County 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.

4.8 Purchasing: The following language applies to meals provided to visitors, special functions and during emergencies and natural disasters (the "Special Services"), if any:

CONTRACTOR shall purchase and pay for, as a direct cost, all food, supplies and services utilized in the Special Services. CONTRACTOR will credit local trade discounts to County's account. Cash discounts or discounts not exclusively related to CONTRACTOR's provision of the Special Services shall not be credited to County's account. In the event an affiliated company or division of Aramark furnishes products or ancillary services necessary to the efficient operation of the Special Services, charges to County for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

4.9 Financial Commitment. CONTRACTOR shall make a financial commitment to County in an amount up to \$205,000 (the "Financial Commitment). County agrees to invest the Financial Commitment in the eco-friendly dish machine, meal transport carts, and inmate

meal trays at the Monterey County Jail, as provided by Sections B1.14, B1.15 and B1.16 of the Agreement. Any equipment purchased by CONTRACTOR on County's behalf shall be purchased as a "sale-for-resale" to County. County of Monterey shall hold title to all such equipment upon such resale. The Financial Commitment shall be amortized on a straight-line basis over a period of five years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse CONTRACTOR for the unamortized balance within 30 days of expiration or termination of the Agreement. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to CONTRACTOR.

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Sheriff's Office at the following address:

Monterey County Sheriff's Office Accounting Division
1414 Natividad Road
Salinas, Ca 93906
Or electronically to the address below:
MCSOSheriff.Fiscal@co.monterey.ca.us

5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 All County of Monterey Purchase Orders issued for the AGREEMENT is valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

6.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, 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.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverages, 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 County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

- 7.3.1 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:
- 7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

- 7.3.1.2 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 \$1,000,000 per occurrence.
- 7.3.1.3 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.
- 7.3.1.4 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, 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.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.
- 7.4.2 Each liability policy shall provide that 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.
- 7.4.3 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) or its equivalent. The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99 or its equivalent. Blanket Additional Insured endorsement are also acceptable.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT, 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.
- 7.4.5 CONTRACTOR shall at all times 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 this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 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.
- 8.2 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.

8.3 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.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work

required herein without the prior written consent of County.

- 10.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 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. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 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.
- 12.3 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.

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13.0 DRUG FREE WORKPLACE

13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

14.0 TIME OF ESSENCE

14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

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16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

17.0 FORCE MAJEURE

"Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

**18.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT—
HIPAA COMPLIANCE**

CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

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19.0 EMERGENCY SITUATIONS

CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.

County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

20.0 BACKGROUND CHECKS

CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by County. In some circumstances, a specific County department may request that County Sheriff's Office perform the background checks.

All CONTRACTOR personnel who are designated to provide services at any of the County Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office specifically.

21.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT.

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CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

22.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Vice President, Finance
Aramark Correctional Services, LLC
1101 Market Street
Philadelphia, PA
Tel. No.: (800) 777-7030
Burt-Peter@aramark.com

23.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

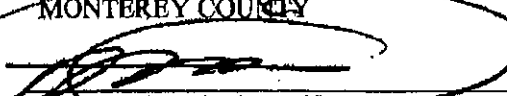
CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

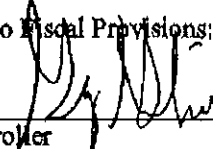
RFP # 10538
INMATE FOOD OPERATION SERVICES AND
COMMISSARY SYSTEM, GOODS AND SERVICES
FOR THE COUNTY ADULT DETENTION FACILITY

SIGNATURE PAGE, RFP #10538

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: 11/24/16

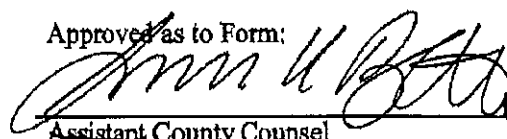
Approved as to Fiscal Provisions:

Auditor/Controller

Dated: 10-27-16


Approved as to Liability Provisions:

Risk Management

Dated:


Approved as to Form:

Sr. Assistant County Counsel

Dated: 10/25/16

CONTRACTOR
By: 
Signature of Chair, President, or Vice-President

Mark R. Adams, Vice President Finance
Printed Name and Title

Dated: 9/28/2016

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Robert T. Rambo, Assistant Secretary
Printed Name and Title

Dated: 9/28/2016

*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.

AMENDMENT #1 TO AGREEMENT A-13350

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & ARAMARK CORRECTIONAL SERVICES, LLC.

THIS AMENDMENT is made to AGREEMENT A-13350 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-Inmate Food Operation Services and Commissary System Goods; and

WHEREAS, CONTRACTOR has requested a Cost of Living Increase as permitted under Section 4.2 of this Agreement, and County has agreed to a Cost of Living Increase (COLA) of 2.35%, for an estimated increase of \$20,088.00 for Fiscal Year 2017-18.

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

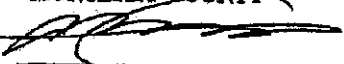
1. EXHIBIT 1A AND EXHIBIT 2A: "PRICING SCHEDULE FOR MEALS, COMMISSARY AND SERVICES" shall be removed and shall be replaced by Exhibit 3A and 3B, revised as per Amendment #1 attached hereto.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 14th, 2016, retroactive to October 1, 2016

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Aramark Correctional Services, LLC
Term: 10/01/2016(retroactive) to 05/31/2019
Amount: \$3,268,997

AMENDMENT #1 TO AGREEMENT A-13350

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

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: 11-29-17

Approved as to Fiscal Provisions:

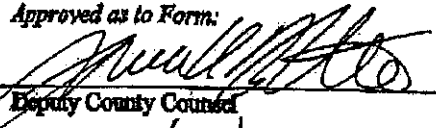
Deputy Auditor/Controller

Dated: 11-27-17


Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated: 11/22/17

CONTRACTOR
By: 
Signature of Chair, President, or Vice-President

Mark R. Adams - Vice President, Finance
Printed Name and Title

Dated: 11/20/17

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

Christopher D. Stearns - Asst. Secretary
Printed Name and Title

Dated: 11/20/17

*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.



Monterey County Board of Supervisors

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

Board Order

Upon motion of Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-14524, Amendment No.: 2

- a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment #2, with Aramark Services Inc Doing Business As Aramark Correctional Services, in the amount not to exceed \$4,418,318.00, and extend the term of the agreement one (1) additional year and one (1) month, retroactive to June 1, 2019, for an amended term of October 1, 2016 to June 30, 2020; and
- b. Ratify and Authorize the Auditor-Controller to issue a payment in the amount of \$246,513.53, for the critical services provided prior to the start of the new amendment; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) additional one (1) year amendment where the amendment does not significantly change the scope of work at cost not to exceed \$1,149,496.20 plus the Consumer Price Index, All Urban Consumers, U.S. City Average ("CPI-U") as permitted under section 4.2 of the Agreement.

PASSED AND ADOPTED on this 1st day of October 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, and Adams

NOES: None

ABSENT: Supervisors Lopez and Parker

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 March 26, 2019.

Dated: October 1, 2019
File ID.: 19-0749
Agenda Item No.: 16

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


Julian Lorenzana, Deputy

RENEW AND DOLLAR INCREASE AMENDMENT #2 TO AGREEMENT A-13350

RENEW AND DOLLAR INCREASE AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & ARAMARK SERVICES INC DOING BUSINESS AS ARAMARAK CORRECTIONAL SERVICES

THIS AMENDMENT is made to AGREEMENT A-13350 for provision of inmate food operation services and commissary system goods at the Monterey County Adult Correctional Facility by and between ARAMARK SERVICES INC., DOING BUSINESS AS ARAMARK CORRECTIONAL SERVICES, 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 CONTRACTOR has requested an increase based on the percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average ("CPI-U") as permitted under Section 4.2 of the Agreement, and County has agreed to a CPI-U of 1.6% (\$1.102 per meal, based on 950 inmates) effective October 1, 2019; and

WHEREAS, the County and CONTRACTOR wish to increase the AGREEMENT A-13350 by \$1,149,321.00 and extend the AGREEMENT for one (1) additional year and one (1) month for an ending June 30, 2020; and

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

1. Section 3.0 "Term of Agreement," Section 3.1 shall be amended by removing "May 31, 2019" and replacing it with "June 30, 2020."

2. Section 4.0 "Under COMPENSATION AND PAYMENTS," shall be amended as follows:
Section 4.1.1.1 shall be amended by
Removing Exhibit 3A PRICING SCHEDULE FOR MEALS, COMMISSARY AND SERVICES
Replacing with Exhibit 4A PRICING SCHEDULE FOR MEALS, COMMISSARY AND SERVICES
Add Exhibit 4A(i) PRICE PER MEAL CHARGED BY ARAMARK TO MONTEREY COUNTY
AND

Aramark Services Inc dba Aramark Correctional Services
Term: 10/01/2016(retroactive) to 06/30/2020
Amount: \$4,418,318.00

RENEW AND DOLLAR INCREASE AMENDMENT #2 TO AGREEMENT A-13350

Section 4.1.1.2 shall be amended by

Removing Exhibit 3B COMMISSION RATE SHEET – COMMISSARY OPERATION

Replacing with Exhibit 4B COMMISSION RATE SHEET – COMMISSARY OPERATION

Section 4.2 shall be amended by removing “or maximum amount of dollars to be spent under this AGREEMENT” and replacing it with “new not to exceed amount is \$4,418,318.00 for term ending June 30, 2020.”

- 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 November 14, 2016, retroactive to October 1, 2016.**

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Aramark Services Inc dba Aramark Correctional Services

Term: 10/01/2016(retroactive) to 06/30/2020

Amount: \$4,418,318.00

Page 2


RENEW AND DOLLAR INCREASE AMENDMENT #2 TO AGREEMENT A-13350

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 10/2/19

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 9/16/19

Approved as to Liability Provisions:

Risk Management


Dated:

Approved as to Form:

Deputy County Counsel

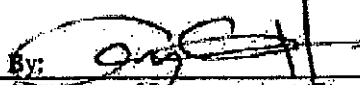
Dated: 9/13/2019

**Aramark Services Inc dba Aramark
Correctional Services**

By: 
Signature of Chair, President, or
Vice-President

Mark R. Adams
Printed Name and Title

Dated: September 9, 2019

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

CAFGOM OTI
Printed Name and Title

Dated: September 9, 2019

*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
Term: 10/01/2016(retroactive) to 06/30/2020
Amount: \$4,418,318.00

RFP # 10638 INMATE FOOD OPERATION
 SERVICES AND COMMISSARY SYSTEM, GOODS AND
 SERVICES FOR THE COUNTY ADULT DETENTION
 FACILITY-ARAMARK CORRECTIONAL SERVICES, LLC

EXHIBIT 4A: PRICING SCHEDULE FOR MEALS, COMMISSARY AND SERVICES

As full and complete compensation to CONTRACTOR for all food, labor, and material furnished and all services performed pursuant to the AGREEMENT Scope of Services, County shall pay CONTRACTOR in an amount based solely on the cost per meal served.

BASE PRICING PER MEAL

The table below displays CONTRACTOR's base pricing per meal. County may negotiate additional pricing scales depending on Inmate count. Prices quoted are ALL INCLUSIVE of all goods and services, plus any and all applicable taxes, fees, surcharges, etc.

All pricing below is subject to an annual Cost of Living/Consumer Price Index increase as detailed in Section 4.2.1 of this AGREEMENT. Any changes other than the CPI adjustment changes shall require a written amendment to the AGREEMENT. The chart below reflects a 1.6% CPU increase for 2019. This new fee schedule shall take effect after all parties have approved and executed Amendment #2.

Updated Meals costs upon signing of Amendment #2, 2019

Inmate Count	16-17 Original Base	Cola Of 2.35% 2017-18	Cola of 2.35% Nov-18	COLA of 1.60% 8/20/2019	16-17 Equip. Add On	New Price Amend. 8-2019
900-950	0.9990	0.0244	0.0240	0.0168	0.0377	1.102
951-1000	0.9960	0.0243	0.0240	0.0167	0.0377	1.099
1001-1050	0.9880	0.0241	0.0238	0.0166	0.0377	1.090
1051-1100	0.9810	0.0239	0.0236	0.0165	0.0377	1.083
1101-1150	0.9750	0.0238	0.0235	0.0164	0.0377	1.076
1151-1200	0.9700	0.0237	0.0234	0.0163	0.0377	1.071
1201-1250	0.9640	0.0235	0.0232	0.0162	0.0377	1.065
1251-1300	0.9600	0.0234	0.0231	0.0161	0.0377	1.060

ARAMARK FOOD SERVICE AMEND.
 #2

RFP # 10536 INMATE FOOD OPERATION
 SERVICES AND COMMISSARY SYSTEM, GOODS AND
 SERVICES FOR THE COUNTY ADULT DETENTION
 FACILITY-ARAMARK CORRECTIONAL SERVICES, LLC

Exhibit 4A

EQUIPMENT PURCHASE ADD ON PRICING (amended to include Sections B14.1 and Sections B15.1 and B15.2 as well as 16.1)

B.14 New Facility Dishwasher:

ITEM #	ITEM	DESCRIPTION
B.14.1		Upon execution of this Agreement, CONTRACTOR shall provide the County with a Dishwasher as agreed upon by the County. Such Dishwasher shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.

B.15 Transport Carts and Trays:

ITEM #	ITEM	DESCRIPTION
B.15.1		Upon execution of this Agreement or by other mutual arrangement, CONTRACTOR shall ensure that 15 carts holding 96 trays each are available for the operation of the Agreement. The carts shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.
B.15.2		Upon execute of this Agreement or by other mutual arrangement, CONTRACTOR shall ensure that 1200 Gorilla Trays are available for the operation of the Agreement. The Gorilla Trays shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.

B.16 Tray Assembly Line and Tray Drying Racks:

B.16.1		Upon <u>implementation</u> by CONTRACTOR of the tray assembly line and 6 tray-drying racks, CONTRACTOR shall increase the pricing per meal under the Agreement in accordance with the amounts specified in Exhibit 1A. The one (1) tray assembly line and six (6) tray-drying racks shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.
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****Total Add-On Pricing for the above \$0.0377 cents additional cost per meal* (see chart above)**

**ARAMARK FOOD SERVICE AMEND.
 #2**

RFP # 10638 INMATE FOOD OPERATION
SERVICES AND COMMISSARY SYSTEM, GOODS AND
SERVICES FOR THE COUNTY ADULT DETENTION
FACILITY-ARAMARK CORRECTIONAL SERVICES, LLC

Exhibit 4A

OFFICER DINING ROOM ADD ON PRICING

B.3.2	STAFF MEALS	At some point the County may elect to implement an Officer's Dining Room. At such time, CONTRACTOR and County shall negotiate the terms of the program.
-------	-------------	---

CONTRACTOR has proposed pricing for Item B.3.2 In their RFP proposal as Option 3 under the Add on pricing Area of its RFP response. This option is not in use as of 5/23/2019.

\$0.0192 cents add-on per meal - Officer Dining Room operation

SPECIAL FUNCTION MEALS/VISITOR MEALS

Special Function meals to be paid for by County can only be authorized by Sheriff's Executive Management Team: Sheriff, Undersheriff, Chief of Operations, Chief of Custodial Operations, Chief of Administration or Jail Captain and any requests for payment under this clause must be signed for by one of the individuals listed above.

Visitor meals must be paid for by visitor prior to meal service.

Cost for Special Function Meals OR visitor meals is: 15% markup on costs to supply these meals.

ARAMARK FOOD SERVICE AMEND.
#2

10/01/2016 (retro) TO 06/30/2020

RFP # 10538 INMATE FOOD OPERATION
SERVICES AND COMMISSARY SYSTEM, GOODS AND
SERVICES FOR THE COUNTY ADULT DETENTION
FACILITY-ARAMARK CORRECTIONAL SERVICES, LLC

EXHIBIT 4A(I): PRICE PER MEAL CHARGED BY ARAMARK TO MONTEREY COUNTY

Price Per Meal Charged by Aramark to Monterey County
October 1, 2018 – September 30, 2019

Inmate Count	Price Per Meal
900 - 950	1.084
951-1000	1.081
1001-1050	1.073
1051-1100	1.065
1101-1150	1.058
1151-1200	1.053
1201-1250	1.047
1251-1300	1.043

ARAMARK FOOD SERVICE AMEND.
#2

10/01/2016 (retro) TO 06/30/2020

RFP # 10538 INMATE FOOD OPERATION
SERVICES AND COMMISSARY SYSTEM, GOODS AND
SERVICES FOR THE COUNTY ADULT DETENTION
FACILITY-ARAMARK CORRECTIONAL SERVICES, LLC

EXHIBIT 4B- COMMISSION RATE SHEET – COMMISSARY OPERATION

Proposed Commission rate on all Net sales of Commissary items shall be submitted herein as a percentage, as proposed by CONTRACTOR.

COMMISSION RATE FISCAL YEAR 07/01/2016-06/30/2017: 51% Commission, No Kiosk Option Chosen
COMMISSION RATE FISCAL YEAR 07/01/2017-06/30/2018: 51% Commission, No Kiosk Option Chosen
COMMISSION RATE FISCAL YEAR 07/01/2018-06/30/2019: 51% Commission, No Kiosk Option Chosen
COMMISSION RATE FISCAL YEAR 07/01/2019-06/30/2020: 51% Commission, No Kiosk Option Chosen

ARAMARK FOOD SERVICE AMEND.
#2

**RENEW AND DOLLAR INCREASE AMENDMENT #3
TO AGREEMENT A-13350/14524**

**RENEW AND DOLLAR INCREASE AMENDMENT #3
TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & ARAMARK SERVICES, INC., DOING BUSINESS AS
ARAMARAK CORRECTIONAL SERVICES, LLC**

THIS AMENDMENT is made to AGREEMENT A-13350/14524 for provision of inmate food operation services and commissary system goods at the Monterey County Adult Correctional Facility by and between **ARAMARK SERVICES, INC., DOING BUSINESS AS 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 wish to increase AGREEMENT A-13350/14524 by \$1,259,954.15 and extend 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

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

1. **Section 3.0 "Term of Agreement," Section 3.1** shall be amended by removing "**June 30, 2020**" and replacing it with "**June 30, 2021.**"
2. **Section 4.0 "Under COMPENSATION AND PAYMENTS," shall be amended as follows:**
Section 4.1.1.1 shall be amended by
Removing Exhibit 4A PRICING SCHEDULE FOR MEALS, COMMISSARY AND SERVICES
Replacing with Exhibit 5A PRICING SCHEDULE FOR MEALS, COMMISSARY AND SERVICES

AND

Section 4.1.1.2 shall be amended by
Removing Exhibit 4B COMMISSION RATE SHEET – COMMISSARY OPERATION

Aramark Services, Inc., dba Aramark Correctional Services, LLC
Term: 10/01/2016(retroactive) to 06/30/2021
Amount: \$5,678,272.15

**RENEW AND DOLLAR INCREASE AMENDMENT #3
TO AGREEMENT A-13350/14524**

Replacing with Exhibit 5B COMMISSION RATE SHEET – COMMISSARY OPERATION

Section 4.2 shall be amended by removing “or maximum amount of dollars to be spent under this AGREEMENT” and replacing it with “new not to exceed amount is \$5,678,272.15 for term ending June 30, 2021.”

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 November 14, 2016, retroactive to October 1, 2016.

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RENEW AND DOLLAR INCREASE AMENDMENT #3 TO AGREEMENT A-13350/14524

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

MONTEREY COUNTY

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
Contracts/Purchasing Officer

Dated: 7/1/2020 | 2:22 PM PDT

Approved as to Fiscal Provisions:
DocuSigned by:
Gary Giboney
Deputy Auditor/Controller

Dated: 7/1/2020 | 2:07 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:
DocuSigned by:
Im Grant
Deputy County Counsel

Dated: 6/29/2020 | 3:54 PM PDT

Aramark Services, Inc. dba
Aramark Correctional Services, LLC

DocuSigned by:
Mark Adams
By: Signature of Chair, President, or Vice-President

Mark Adams VP Finance
Printed Name and Title

Dated: 6/23/2020

DocuSigned by:
Blase Iaconelli
By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Blase Iaconelli Assistant General Counsel
Printed Name and Title

Dated: 6/23/2020

*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
Term: 10/01/2016(retroactive) to 06/30/2021
Amount: \$5,678,272.15

EXHIBIT 5A

EXHIBIT 5A: PRICING SCHEDULE FOR MEALS, COMMISSARY AND SERVICES

As full and complete compensation to CONTRACTOR for all food, labor, and material furnished and all services performed pursuant to the AGREEMENT Scope of Services, County shall pay CONTRACTOR in an amount based solely on the cost per meal served.

BASE PRICING PER MEAL

The table below displays CONTRACTOR's base pricing per meal. County may negotiate additional pricing scales depending on inmate count. Prices quoted are **ALL INCLUSIVE** of all goods and services, plus any and all applicable taxes, fees, surcharges, etc.

All pricing below is subject to an annual Cost of Living/Consumer Price Index increase as detailed in Section 4.2.1 of this AGREEMENT. Any changes other than the CPI adjustment changes shall require a written amendment to the AGREEMENT (except Table 2).

Table 1 – Effective October 1, 2019

Inmate Count	16-17 Original Base	Cola Of 2.35% 2017-18	Cola of 2.35% Nov-18	COLA of 1.60% 8/20/2019	16-17 Equip. Add On	New Price Amend. 8-2019
900-950	0.9990	0.0244	0.0240	0.0168	0.0377	1.102
951-1000	0.9960	0.0243	0.0240	0.0167	0.0377	1.099
1001-1050	0.9880	0.0241	0.0238	0.0166	0.0377	1.090
1051-1100	0.9810	0.0239	0.0236	0.0165	0.0377	1.083
1101-1150	0.9750	0.0238	0.0235	0.0164	0.0377	1.076
1151-1200	0.9700	0.0237	0.0234	0.0163	0.0377	1.071
1201-1250	0.9640	0.0235	0.0232	0.0162	0.0377	1.065
1251-1300	0.9600	0.0234	0.0231	0.0161	0.0377	1.060

***Table 2 - Effective upon signing of Amendment #3**

Inmate Count	Price Per Meal	Inmate Count	Price Per Meal	Inmate Count	Price Per Meal	Inmate Count	Price Per Meal
1-100	5.625	251-300	1.805	451-500	1.373	651-700	1.206
101-150	3.252	301-350	1.643	501-550	1.318	701-750	1.179
151-200	2.45	351-400	1.527	551-600	1.274	751-800	1.156
201-250	2.047	401-450	1.44	601-650	1.237	801-850	1.136
* Due to COVID-19						851-899	1.118

RFP # 10538 INMATE FOOD OPERATION
 SERVICES AND COMMISSARY SYSTEM, GOODS AND
 SERVICES FOR THE COUNTY ADULT DETENTION
 FACILITY-ARAMARK CORRECTIONAL SERVICES, LLC

EXHIBIT 5A

Table 3 - Effective October 1, 2020

Inmate Count	Previous total percentages (%) added	Equip Add On	October 2019 Price Per Meal	2.5% Oct-2020	October 2020 Price Per Meal
1-50		0.0377	5.625	0.1410	5.766
51-100		0.0377	5.625	0.1406	5.766
101-150		0.0377	3.252	0.0813	3.333
151-200		0.0377	2.45	0.0613	2.511
201-250		0.0377	2.047	0.0512	2.098
251-300		0.0377	1.805	0.0451	1.850
301-350		0.0377	1.643	0.0411	1.684
351-400		0.0377	1.527	0.0382	1.565
401-450		0.0377	1.44	0.0360	1.476
451-500		0.0377	1.373	0.0343	1.407
501-550		0.0377	1.318	0.0330	1.351
551-600		0.0377	1.274	0.0319	1.306
601-650		0.0377	1.237	0.0309	1.268
651-700		0.0377	1.206	0.0302	1.236
701-750		0.0377	1.179	0.0295	1.209
751-800		0.0377	1.156	0.0289	1.185
801-850		0.0377	1.136	0.0284	1.164
851-899		0.0377	1.118	0.0280	1.146
900-950	1.064	0.0377	1.102	0.0280	1.130
951-1000	1.061	0.0377	1.099	0.0274	1.126
1001-1050	1.053	0.0377	1.091	0.0273	1.117
1051-1100	1.045	0.0377	1.083	0.0271	1.110
1101-1150	1.039	0.0377	1.077	0.0270	1.103
1151-1200	1.033	0.0377	1.071	0.0270	1.098
1201-1250	1.027	0.0377	1.065	0.0270	1.092
1251-1300	1.027	0.0377	1.065	0.0270	1.087

EXHIBIT 5A

EQUIPMENT PURCHASE ADD ON PRICING (amended to include Sections B14.1 and Sections B15.1 and B15.2 as well as 16.1

B.14 New Facility Dishwasher:

ITEM #	ITEM	DESCRIPTION
B.14.1		Upon execution of this Agreement, CONTRACTOR shall provide the County with a Dishwasher as agreed upon by the County. Such Dishwasher shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.

B.15 Transport Carts and Trays:

ITEM #	ITEM	DESCRIPTION
B.15.1		Upon execution of this Agreement or by other mutual arrangement, CONTRACTOR shall ensure that 15 carts holding 96 trays each are available for the operation of the Agreement. The carts shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.
B.15.2		Upon execute of this Agreement or by other mutual arrangement, CONTRACTOR shall ensure that 1200 Gorilla Trays are available for the operation of the Agreement. The Gorilla Trays shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.

B.16 Tray Assembly Line and Tray Drying Racks:

B.16.1		Upon <u>implementation</u> by CONTRACTOR of the tray assembly line and 6 tray-drying racks, CONTRACTOR shall increase the pricing per meal under the Agreement in accordance with the amounts specified in Exhibit 1A. The one (1) tray assembly line and six (6) tray-drying racks shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.
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**Total Add-On Pricing for the above \$0.0377 cents additional cost per meal* (see chart above)

ARAMARK FOOD SERVICE

AMEND. #3

10/01/2016 (retro) TO 06/30/2021

RFP # 10538 INMATE FOOD OPERATION
SERVICES AND COMMISSARY SYSTEM, GOODS AND
SERVICES FOR THE COUNTY ADULT DETENTION
FACILITY-ARAMARK CORRECTIONAL SERVICES, LLC

EXHIBIT 5A

OFFICER DINING ROOM ADD ON PRICING

B.3.2	STAFF MEALS	At some point the County may elect to implement an Officer's Dining Room. At such time, CONTRACTOR and County shall negotiate the terms of the program.
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CONTRACTOR has proposed pricing for Item B.3.2 in their RFP proposal as Option 3 under the Add on pricing Area of its RFP response. This option is not in use as of 5/23/2019.

\$0.0192 cents add-on per meal - Officer Dining Room operation

SPECIAL FUNCTION MEALS/VISITOR MEALS

Special Function meals to be paid for by County can only be authorized by Sheriff's Executive Management Team: Sheriff, Undersheriff, Chief of Operations, Chief of Custodial Operations, Chief of Administration or Jail Captain and any requests for payment under this clause must be signed for by one of the individuals listed above.

Visitor meals must be paid for by visitor prior to meal service.

Cost for Special Function Meals OR visitor meals is: 15% markup on costs to supply these meals.

RFP # 10538 INMATE FOOD OPERATION
SERVICES AND COMMISSARY SYSTEM, GOODS AND
SERVICES FOR THE COUNTY ADULT DETENTION
FACILITY-ARAMARK CORRECTIONAL SERVICES, LLC

EXHIBIT 5B

EXHIBIT 5B- COMMISSION RATE SHEET – COMMISSARY OPERATION

Proposed Commission rate on all Net sales of Commissary items shall be submitted herein as a percentage, as proposed by CONTRACTOR.

COMMISSION RATE FISCAL YEAR 07/01/2016-06/30/2017:	51% Commission, No Kiosk Option Chosen
COMMISSION RATE FISCAL YEAR 07/01/2017-06/30/2018:	51% Commission, No Kiosk Option Chosen
COMMISSION RATE FISCAL YEAR 07/01/2018-06/30/2019:	51% Commission, No Kiosk Option Chosen
COMMISSION RATE FISCAL YEAR 07/01/2019-06/30/2020:	51% Commission, No Kiosk Option Chosen
COMMISSION RATE FISCAL YEAR 07/01/2020-06/30/2021:	51% Commission, No Kiosk Option Chosen



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 Jane Parker, seconded by Supervisor John M. Phillips to:

Agreement No.: A - 13350

Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment #4 due to COVID-19, with Aramark Services Inc Doing Business As Aramark Correctional Services due to COVID-19, who provide food services in commissary for inmates, increases the agreement by \$600,000.00, with a new not to exceed amount of \$6,278,272.15 (additional funding only, no extension of term).

PASSED AND ADOPTED on this 13th day of October 2020, by roll call vote:

AYES: Supervisors Phillips, Lopez, Parker and Adams

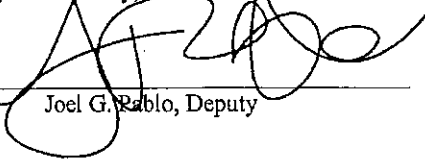
NOES: None

ABSENT: Supervisor Alejo
(Government Code 54953)

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 October 13, 2020.

Dated: October 13, 2020
File ID: A 20-419
Agenda Item No.: 26

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


Joel G. Rablo, Deputy

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

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

Page 1

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.

THIS SPACE INTENTIONALLY LEFT BLANK

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

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
78744987AA0B44B...
Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: 10/15/2020 | 3:28 PM PDT

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

DocuSigned by:
Gary Giboney
D3834BEEC1D8449...
Deputy Auditor/Controller

DocuSigned by:
Mark R. Adams
F8D66402EF594E8...
By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

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

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

Approved as to Liability Provisions:

Risk Management

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

Dated: _____

Approved as to Form:

DocuSigned by:
Im Grant
454AC3485ED4490...
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
Amount: \$6,278,272.15

DOLLAR INCREASE AMENDMENT # TO AGREEMENT A-13350/14524

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.

