



County of Solano
Contract Review Worksheet
DocuSign only

Contract Number:

(Dept., Division, FY, #)

Authority:

☐ Dept Head Execute

☐ CAO Execute

☒ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: Sheriff's Office		2. Date: 5/16/24	
3. Contract Administrator: Tracy K. Holman		4. Phone Ext: 669 1	
5. Contract Attributes: ☐ Expenditure ☒ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Original Bid/RFP Required? ☐ YES ☐ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: Date: Please attach copy of Bid/RFP or justification. 6. Description of Contract: Commissary System	
		☒ Amendment/Change Order Amendment/Change Order Number: Contract No: Date: 6/30/24 Please attach copies of original/amendments 7. Name of Contractor: Aramark 8. EIN SSN 	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement: 			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: 			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above. 			
12. Effective Date: Original Contract: 8/31/17 This amendment: 6/30/24		13. Termination Date: 6/30/24 By this amendment: 6/30/25	
14. Contract Budget: Original Contract Amount: \$ 10,300K Total of Previous Amendments: \$ 0 Current Amendment: \$ 0 Total Amount of Contract \$ 10,300K		15. Payment Terms: ☐ Prepaid ☒ Monthly ☒ Arrears ☐ Quarterly ☐ Fixed ☐ Progress ☒ Actual ☐ Other ☐ Estimate	
16. Source of Funds: ☐ Fed/State Grant ☐ Fed/State Funding ☐ County Specify: _ Fed Catalog No: State Legislation: ☐ AB ☐ SB			
17. Fund: 900 Budget 861 1 Unit: Sub-object: 0009406		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/25/2024 #24-432			
20. Remarks To extend contract one (1) year. revenue based on % of sales			
21. Signature: Department Contract Administrator Tracy K. Holman Email tkholman@solanocounty.com Contractor Signatory Name (Informational only) Email Department Head or Designee Jeff Liddicoat Email JLiddicoat@solanocounty.com County Counsel Reviewer Michael McDonald Email Memcdonald@solanocounty.com		 HR Analyst (for Contract Employees) or Risk Management (for insurance changes) CAO Analyst Tami Lukens Email tlukens@solanocounty.com Authorizing Signature (CAO/DH) Bill Emlen Email wemlen@solanocounty.com	



County of Solano Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
8611

SUBJECT ACCOUNT:
2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

ARAMARK CORRECTIONAL SERVICES, LLC

CONTRACTOR'S NAME

2. The Term of this Contract is:

August 31, 2017 through August 31, 2020

3. The maximum amount of this Contract is:

This Contract is primarily a revenue contract based on an agreed upon fixed percentage of sales

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

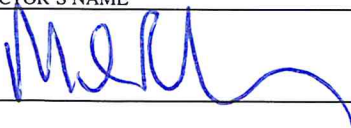
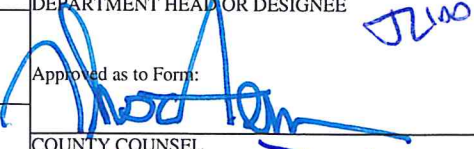
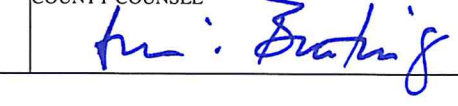
Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – General Terms and Conditions for Contract Employee

Exhibit D – Special Terms and Conditions

This Contract is made on August 31, 2017.

CONTRACTOR	COUNTY OF SOLANO
ARAMARK CORRECTIONAL SERVICES, LLC	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE Birgitta E. Corsello, County Administrator
	TITLE 530 Union Avenue, Suite 100
SIGNATURE	ADDRESS Fairfield CA 94533
Mark Adams, VP Finance and CFO	CITY STATE ZIP CODE
PRINTED NAME AND TITLE	Approved as to Content:
1101 Market Street	DEPARTMENT HEAD OR DESIGNEE 
ADDRESS	Approved as to Form:
Philadelphia PA 19107	COUNTY COUNSEL 
CITY STATE ZIP CODE	

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. GENERAL

A. PURPOSE

At no cost to the County, provide all staff, equipment, materials, and support necessary to accomplish a fully operational, secure and reliable commissary system and a full range of commissary services that includes Inmate Accounting Software, Computer Hardware and Support. Commissary services shall include the following:

1. Commissary Sales
2. Weekly bag-in deliveries
3. Inmate Personal Fund money/property-management (Inmate Financial and Accounting Services)
4. Intake Kiosks
5. Online ordering and Deposit Systems
6. Online, telephone, and lobby kiosk deposit systems
7. Equipment, personal devices, and software needed to provide services
8. Support for all hardware, software, systems and processes

B. OPERATION/PROJECT REQUIREMENT

Costs associated with the inmate commissary system, purchase of equipment (including but not limited to booking intake kiosks, housing unit kiosks (or equivalent) and lobby kiosks), installation, software, maintenance, connectivity outside the facility's firewall, data network, and the day-to-day operations. The County shall have no responsibility for any costs associated with the system or the installation of the system, including but not limited to:

1. Enhancements to current product or software.
2. Bi-directional interface development to the County's Jail Management Software and Inmate Financial Services software systems.
3. Biometric devices or security features at each housing kiosk (or equivalent) location, including the cost of any software licensing and annual maintenance fees.
4. Cost of any software, licensing, annual fees, and maintenance associated with the touchscreen kiosks.
5. Replacement of kiosks that are damaged or defective and/or not operating properly; Be responsible for determining all wiring, equipment and software requirements and costs associated with the conversion of service from the current inmate commissary system provider to the Contractor. Coordinate all details of switching out of services with the current service provider with little or no down time during switch over. All information must be transferred from current provider in approximately the same format, e.g. haircut fee to haircut fee, showing all the line items that were listed before.
6. Purchase, receipt and storage of all equipment and supplies for computers, monitors, printers, check-writing printers and any hardware, software or licensing to perform the commissary and financial functions necessary to interface with the jail management system (ATIMS).
7. Food, supplies, and services utilized in the commissary operation, including, but not limited to, Contractor employees, uniforms, equipment and systems, high speed internet access, long-distance telephone service and office supplies.

8. Costs related to the Inmate Trust Fund Accounting System are covered by the price of the commissary products the Contractor charges the inmates. The commissary operation and Inmate Trust Fund Accounting System will not place additional cost responsibilities on the County, the detention facilities or the Inmate Welfare Fund.

C. CUSTODY FACILITIES

The County currently operates three (3) detention facilities, the Justice Center Detention Facility (JCDF), the Claybank Detention Facility (CDF) and the Stanton Correctional Facility (SCF). All three facilities are located in the City of Fairfield, with the JCDF serving as the Intake and Release Center. The jails house both male and female inmates in minimum through maximum security and provides for the health and welfare of the inmates. The facilities have a rated capacity of 1,446 beds and the average stay in custody is 20 days. The location of these facilities is as follows:

1. The Justice Center Detention Facility (JCDF)
530 Union Avenue, Fairfield, CA
Type II facility, rated capacity 702 inmates
2. The Claybank Detention Facility (CDF)
2500 Claybank Road, Fairfield, CA
Type III/IV facility, rated capacity 379 inmates
3. The Stanton Correctional Facility (SCF)
2450 Claybank Road, Fairfield, CA
Type II facility, rated capacity 365 inmates

2. COMMISSARY SERVICES

Operate commissary in an efficient and effective manner in order to insure the security of the facilities is maintained. Be responsible for the purchase, receipt and storage of all commissary products offered, and supply items necessary for ordering, assembling, preparation and distribution of goods to meet the needs of the inmate population during the specified contract period.

A. MENU

1. Commissary Menus
 - a. Commissary (Attachment 1)
 - b. Friday Night Special (Attachment 2)
 - c. Online ICare (Attachment 3)

B. PRODUCTS

1. Establish a large list of food, beverage and sanitary products, including quality brand name products, to be sold at fair market value prices and pre-approved by the Inmate Welfare Fund Committee. Contractor may be required to maintain separate list(s) for a specific population of inmates based on classification and/or privileges. Maintain, at Contractor's expense, and store inventory at a level adequate for the commissary operation. Establish and follow a first-in first-out inventory rotation.

2. Inspect all food for wholesomeness and shall date all food, unless the

product manufacturer has already provided dating and coding of the item. The Contractor shall utilize accepted storage standards to protect products and supplies from theft, spoilage and other damage. Contractor must be in compliance with the applicable Health and Safety Codes.

3. Include food offered for purchase that meets healthy and nutritious standards.

These standards are to be agreed upon by both the Contractor and County within one-hundred twenty (120) days from the Contract award, and Contractor reviewed periodically during the term of the Contract.

4. Provide County with a method of returning products previously sold to inmates that becomes a security risk due to inmates being able to change the products intended purpose. Substitution or credit to inmate accounts for all unused products should be applied within twenty-four (24) hours of notification.

C. PRE-PAID PHONE CARDS

Sell phone cards provided by the Inmate Phone Service contractor, Global Tel*Link Corporation. Contractor will ensure inmates do not exceed weekly spending limits of \$150 for commissary and phone cards. Contractor will retain the use of a Personal Identification Number (PIN) system that provides the ability to order phone time via the PIN system. No fees are assessed.

D. ORDERING SPECIFICATIONS

Provide all infrastructure to operate the touchscreen kiosks or ordering systems including software that provides the inmates the ability to order commissary from the touchscreen kiosk or equivalent.

1. ON-SITE ORDERING
2. ON-LINE ORDERING
3. SPECIAL ORDERING (FRIDAYNIGHT SPECIALS/PROMOTIONS)

E. COMMISSARY KITS

Kits are to include: All-in-One Shampoo; Comb; Toothpaste; Finger Toothbrush; Floss; Pen; Paper and a Stamped Envelope.

1. Welcome Kits for newly housed inmates are paid by the County.
2. Indigent Kits are Contractor-paid.

F. DELIVERY SPECIFICATIONS

1. Delivery Schedule - (Attachment 4)
2. Changes to the commissary schedule Contractor by mutual agreement between Contractor and the County, subject to the operational needs of the County.

Holiday schedule deliveries must be pre-approved by the facility commander.

3. Provide, or coordinate with associated contractors, equipment and service needed to deliver special incentives, e.g. the "Friday Night Specials" that require ovens to heat pizza, hotdogs, etc.

4. Establish a method to verify inmate identity when an inmate places an order and receives product. Verification of inmate identity is intended to reduce any occurrence of fraud. Process described below:

- a. Upon arrival to the module where commissary is to be distributed, the Contractor employee will give the names of the inmates that Contractor receiving commissary to the module officer.

- b. The module officer will pull the movement cards for the corresponding inmate whose name is on the ticket.
 - c. The officer will then call the inmates to receive their commissary bags.
 - d. The officer will face check the inmate to the movement card picture before items are distributed.
 - e. When confirmation is validated, commissary will then be distributed.
 - f. Signature capture devices may be added at a later date.
5. Verify the inmate is not on discipline status prior to delivering commissary items and, limit items delivered to inmates on discipline to hygiene and letter writing materials.
6. Verify that commissary orders are within the commissary limit set by the County, or within the amount available in the inmate's trust account.

G. COMMISSARY SOFTWARE

1. Minimum Requirements

- a. Capable of accessing the JMS from a link within the commissary software.
- b. Authenticate inmate identification using information passed from the JMS.
- c. Provide a graphical user interface that allows inmates to order commissary from the kiosk.
- d. Open in a separate browser/window or provide an easy method that allows inmates back to the JMS after completing their order.
- e. Provide inmates with a history of orders placed during their current incarceration to include items purchased, cost for each item, and the total for each order.
- f. As a part of the commissary interface, Contractor will transmit inmate credentials to JMS securely.
- g. If commissary packages can be pre-purchased for inmates, show those commissary packages that have been purchased and the date delivered or otherwise equivalent scheduling documentation.
- h. Provide inmates with the ability to view their account balance before and or during the purchase process.

H. SOFTWARE SOLUTION

- a. A thorough description of CORE Warehouse is provided in the Contractor proposal, Exhibit D-3.
- b. The Inmate Ordering Module of Core Warehouse Contractor utilized for In Pod Kiosks.

I. HARDWARE

Contractor will provide DELL PC's and TROY M402 MICR Printer.

J. HOUSING KIOSKS

1. Quantity to be provided and installed:

- a. JCDF -28
- b. CDF -20
- c. SCF -28
- d. Spare/Back-up Kiosks - 4

2. Requirements:

- a. Touchscreen functionality.
- b. Provide a minimum viewable screen size of 15.6" by the end of 2017.
- c. Intentionally omitted.
- d. Be detention grade and/or secured within a detention grade security cabinet. Each kiosk/cabinet must provide security for both the touchscreen.
- e. Kiosk cabinets must have the ability to be installed securely on a wall.
- f. Intentionally omitted.
- g. Intentionally omitted.
- h. Allow access to the County's JMS via a web link to a landing page.
- i. Intentionally omitted.
- j. Intentionally omitted.
- k. Allow for the lock down system software to secure kiosk.
- l. Be installed in the common area of each housing unit.
- m. Be ADA accessible.
- n. Provide system for managing/securing Kiosks.
- o. Intentionally omitted.

K. INFRASTRUCTURE

1. Intentionally omitted.
2. Provide CAT6 data cabling to each kiosk location. County requires 3 data cables be provided for each data location.
3. Be installed in rigid conduit that complies with building code requirements.
4. Provide security fasteners at each wall/ceiling security clamp.
5. Provide a metal shroud/security cover to conceal conduit in all inmate accessible areas.
6. Be concealed, including cabling that plugs into kiosks at each location.
7. Be routed back to the closest Intermediate Distribution Frame (IDF) room.
8. Be coordinated with County's Facilities Operations, County's Department of Information Technology and the Sheriff's Office

L. COMMISSARY INTERFACES

1. Interface to the County's JMS for the exchange of inmate information that may be required to order commissary. This information must be updated no less than every 15 minutes. Information includes, but may not be limited to:
 - a. Inmate Name
 - b. Inmate number
 - c. Booking number
 - d. Facility
 - e. Housing Assignment (Housing Unit, Bed and Bed location)
 - f. Location
 - g. Authorized privileges
 - h. Revoked privileges
 - i. Dietary Restrictions and Alerts
 - j. Classification level
 - k. Gender
 - l. Date of Birth
 - m. Roster of all active inmates

n. Interfaces shall conform to current interface formats and Interface Control Documents utilized with the JMS, associated costs are the responsibility of the commissary contractor

2. Required Reports

- a. Commissary Inmate order History Report from Core Warehouse
- b. Commissary Sales and Commission Report from Core Warehouse
- c. I-Care Sales and Commission Report from Core Warehouse
- d. I-Care Inmate order History Report from Core Warehouse
- e. Commissary Invoice
- f. Welfare kits Invoice
- g. Welcome Kits Invoice
- h. Other reports as agreed upon by both parties

M. HARDWARE AND SOFTWARE SUPPORT

Maintenance and support on a 24/7 basis. Respond to failures of the kiosk system as per the following:

Priority 1	50% or more of the service at a single site, functions or any other condition that renders the system incapable of performing all its normal functions. Response time is less than one (1) hour. Resolution time is less than three (3) hours without site visit. Resolution time is less than six (6) hours with a site visit.
Priority 2	25%-50% of the service at a single site or impact on the sites ability to conduct normal business Response time is less than two (2) hours. Resolution time is less than six (6) hours without site visit. Resolution time is less than ten (10) hours with a site visit.
Priority 3	0%- 25% of the service at a single site or have a limited impact on ability to conduct normal business Response time is less than two (2) hours. Resolution time is less than six (6) hours without a site visit. Resolution time is less than fourteen (14) hours with a site visit.
Priority 4	Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical. Response time is less than four (4) business hours. Resolution time is less than twenty-four (24) business hours w/o site visit. Resolution time is less than twenty-four (24) business hours with site visit.

3. ACCOUNTING AND MANAGEMENT SYSTEM

A. SOFTWARE

1. Minimum Requirements

- a. In addition to providing the financial and accounting system, interface and money release cards, the system must provide audit and reporting features approved by the County and allow deposits and withdrawals to inmate accounts for medical co-pays, fees, phone service,

etc. The system must be capable of being installed on county computers, have unique log-in credentials and allow for the creation of different permission levels.

b. Establish an automated system by which funds may be deposited into an inmate's account and have the ability to allow inmate's family and friends to add to the account. Provide inmate's family and friends with the ability to purchase commissary items via the internet or kiosk. Provide debit cards for inmates released with funds in their account and disbursement checks for inmates released to other agencies, etc.

B. SOLUTION

Contractor will utilize CORE banking Software.

C. HARDWARE

Contractor will provide DELL Server and Check Printer.

D. EQUIPMENT

1. Intake Kiosks. Contractor currently provides two Model V1's that Contractor upgraded to model V2 within 60-90 days. Contractor will make one additional kiosk available upon request for the Stanton facility.

2. Lobby Kiosks. Three lobby kiosks are provided.

E. DEBIT CARD RELEASE

Provide 4 release card stations:

1. 2 JCDF
2. 1 CDF
3. 1 SCF

F. CHECK PRINTER

Provide a check printer at JCDF.

G. ACCOUNTING AND MANAGEMENT SYSTEM INTERFACES

1. Interface with the County's existing jail management system (Advanced Technology Information Management System - ATIMS) and hardware including servers and personal devices and use established County procedures to track and account for commissary transactions including a query of the County system to determine if an inmate account exists; identify inmate account balances; payments to vendors (e.g. barber, medical and dental co-pays, etc.); and, post commissary transactions (debits, reversals, etc.) real time to County's system. Interfaces shall conform to current interface formats utilized with the JMS, associated costs are the responsibility of the Contractor. Operate and maintain a system that has access to inmate's accounts to verify sufficient funds exist in such accounts to cover order(s) placed by inmates and to enable Contractor to post charges to inmate's account. Any other use of information gained from inmate accounts is prohibited.

2. Financial software shall:

Interface to the JMS and/or commissary software for the exchange of inmate information that are required to order commissary and display account information in the JMS. This information must be updated no less than every fifteen (15) minutes. Information includes, but may not be limited to:

- a. Inmate Name
 - b. Inmate Number
 - c. Booking Number
 - d. Account Balance
 - e. Transaction Details
 - f. Transaction History
 - g. Roster of all active inmates
3. Infrastructure
Provide CORE Banking Server and CORE Banking PC to reside on County network.
4. Required Reports
 - a. Commissary Inmate order History Report from Core Warehouse
 - b. Commissary Sales and Commission Report from Core Warehouse
 - c. I-Care Sales and Commission Report from Core Warehouse
 - d. I-Care Inmate order History Report from Core Warehouse
 - e. Commissary Invoice
 - f. Welfare kits Invoice
 - g. Welcome Kits Invoice
 - h. Other reports as agreed upon by both parties

4. PRICING AND COMMISSION

A. PRICING

1. Product Pricing
 - a. Contractor will maintain a stable pricing environment, no higher than local retail prices, and requests for price adjustments are subject to the County's approval. Contractor must validate and document commissary prices on a biannual basis. Contractor may request price adjustments no more than once per year, and the request must be supported by documentation. Price increases and new items must be approved by the Inmate Welfare Fund Committee and the Sheriff before being added to the commissary list.
 - b. With approval by County, determine the prices at which items shall be sold. If Contractor sustains increases in its costs, including but not limited to, increase in its product or labor costs, Contractor, with prior written approval by County, may increase its prices to recover such increased costs while keeping within local retail prices. Contractor shall have the right to implement such price increases ten working days following written approval from County. Inmates shall not be charged the increased prices until after the commissary menu has been revised to reflect the increased prices and distributed to inmates at the time they place their commissary orders.

c. Contractor will notify inmates (10) ten days in advance of changes made to products on commissary list, product substitutions, or product pricing.

2. Convenience Fees. There are no fees to the County. Fees associated with NUMI Debit Release Card are attached (Attachment 5). Fees associated with Lobby Kiosks and deposits are attached (Attachment 6).

B. COMMISSION

1. The Sheriff's Inmate Welfare Fund will receive a commission for commissary sales. All commissions, payable to the IWF, are due by the last business day of the month and paid directly to the County IWF.

2. Commissions are paid on net sales, defined as gross sales (including all internet sales and advertising revenues specific to the internet web page and lobby kiosks) less sales tax and any revenue from the sale of non-commissionable items such as postage stamps, hygiene products, welfare kits and medications. The County and Contractor will mutually agree upon the prices of commissary items and it is the responsibility of the IWF committee to assure the prices fall within a reasonable, market price philosophy.

3. On-site Commissary Model

a. Contractor shall pay to Solano County a commission in an amount equal to forty-five percent (45%) of Net Sales of all products, (regular commissary, iCare, and Fresh Favorites), but shall exclude (a) all sales of stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Products and (b) any applicable sales or use tax.

b. In addition to providing a forty-five percent (45%) commission rate for this model, the Contractor is also extending the following financial package:

- i. One thousand dollars (\$ 1,000) per month in rent for the existing onsite commissary warehouse location and dedicated office space (as referenced in Section 5. e.)
- ii. \$600,000 Minimum Annual Guarantee (MAG)
- iii. Technology investment of up to \$300,000

5. ADMINISTRATIVE

A. DAMAGES AND REFUNDS

Provide County with a method of handling damages, replacements and refunds efficiently. Issue refunds to inmate's account within twenty-four (24) hours of notification when an inmate is released from custody prior to receiving an order; when an inmate is placed on disciplinary status prior to receiving an order; when commissary items are damaged, opened, or missing prior to items being delivered to the inmate.

B. INMATE COMPLAINTS

Respond to all inmate grievances within 7 (seven) business days of acceptance by the County.

C. ADMINISTRATION

Contractor Commissary staff is identified in Attachment 6. Current Commissary staffing schedule is identified in Attachment 7.

D. PERSONNEL

Provide trained, experienced and professional employees and supervisory staff. The Contractor will have identifiable supervisors present during all operating hours. In addition, Contractor must provide a means of contact during non-scheduled business hours so that communication between County's jail staff and Contractor may be maintained.

E. SECURITY AND CONTRACTOR CONDUCT

At no time shall the Contractor supply County's employees with complimentary product/materials for their personal use.

F. OTHER EQUIPMENT/SERVICES

1. Infrastructure and network costs
2. Dell PC Work Stations—2
3. Printers
4. Signature Capture Devices and related hardware
5. Up to 80 In-pod Kiosks
6. DELL Server
7. Check Printers

G. OTHER DELIVERABLES

1. Implementation Plan
2. Documentation for the proposed system Contractor submitted to the County within 30 days of Contract award.
3. Food List with nutrition standards as agreed by Contractor and County within 120 days.
4. Within 60 (sixty) days of Contract execution, provide to the Custody Captain, and maintain through the Contract term, a manual describing general operating policies and procedures, quality assurance plan, emergency plans and general safety guidelines.
5. Conversion and implementation Plan; within 30 days of Contract execution refine timeline and develop Implementation Plan. The Implementation Plan to include Interface Control Documents and related system documentation.
6. Training Plan submitted to County within 30 days of execution.
7. Contractor's Proposal in response to RFP considered as part of this Contract.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Administer required trainings to Contractor's employees performing commissary services in County detention facilities, e.g. PREA.
- B. Make every effort to provide Contractor with one week notification for training cancellation and two weeks' notice to reschedule trainings.

C. Provide Signature Capture Devices, integration, connectivity, and installation hardware.

- D. Provide the workspace to Contractor for Commissary use at the Claybank Warehouse:
1. 800 square feet of pantry space
 2. 371 square feet of storage space
 3. 90 square feet of office space
 4. Four 32 square foot warehouse bays
 5. 132 square feet of freezer space

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. COMPENSATION

A. COMMISSION AND MINIMUM GUARANTEES

1. As compensation for allowing the Contractor to provide inmate commissary services on County premises, the Contractor will compensate the County at 45% of the gross inmate commissary and on-line sales, less sales tax, service fees, prepaid calling cards, indigent kit sales, and postage stamps/stamped envelopes.

2. In the event that the total commissions to the County as described in Section 1 above amounts to less than \$600,000 in any particular fiscal year during the term of this Agreement, Contractor shall compensate the County a minimum of \$600,000 for that particular fiscal year.

B. WAREHOUSE RENT

Contractor shall compensate the County with \$12,000 annually (\$1,000/month) in rent for the warehouse space currently occupied by Contractor.

C. FINANCIAL COMMITMENT

Contractor shall make an additional financial commitment to County in an amount up to Two-Hundred Eighty-Thousand Four-Hundred Ten Dollars (\$280,410.00) for a technology investment (the "Financial Commitment") consisting of \$117,960 in movable equipment including: Two (2) Dell PC Work Stations (\$10,000), Four (4) Signature Capture Devices (\$9,000), and Eighty (80) infoLiNK Housing Unit Kiosks (\$98,960) (collectively, the "Technology Equipment"). The number of units for each type of Technology Equipment is subject to adjustment based upon the mutual agreement of the parties. Contractor shall hold title to all installed Technology Equipment, and upon expiration or termination of this Contract by either party for any reason whatsoever, Contractor will remove all installed Technology Equipment purchased with the Financial Commitment from the facilities.

2. GUARANTEE CONDITIONS AND ASSUMPTIONS: Contractor's obligation to reimburse County in accordance with the Paragraph 1.A. above is contingent upon the following conditions and assumptions remaining in effect:

A. Contractor shall be the exclusive commissary service provider to the Facilities.

B. Contractor's iCare, GO-Cart, Retail Promotions and GTL/TouchPay programs shall be installed, activated, and implemented as agreed. "Retail Promotions" include certain discounts, promotional items, holiday promotions, and new item introductions to inmates.

C. The average daily population shall remain at [750] or above.

D. Inmate spending limits shall remain at current levels or higher.

E. Fees on spending (including, but not limited to, event charges such as restitution and subsistence fees) shall not increase beyond current levels.

F. Facilities listed in the Contract shall not be removed from the scope of services.

G. Contractor's costs, including but not limited to, its products, labor or equipment or software-related costs, shall not sustain a material increase. Additionally Contractor may, at its discretion perform a price audit to compare the prices at which it sells the products contemplated

by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of Contractor's prices are below the Comparable Retail Values, in lieu of an adjustment to the Guarantee, the parties may mutually agree to adjust pricing of the products in accordance to Section 4 of Exhibit A.

H. Implementation of the Commissary and any modifications to the program will be mutually agreed upon by the County and contractor.

I. In the event any of the foregoing conditions or assumptions is not met during the term of the Agreement, Contractor's obligation to pay the Guarantee shall cease and Contractor and County agree to renegotiate the Guarantee.

3. SPECIAL CONSIDERATIONS

A. Contractor will not honor a return unless the inmate who ordered item refuses it on delivery or unless the ordering inmate is released prior to delivery and fails to claim item within 72 hours after release.

B. Unless a return is honored, item is changeable to inmate's account. Notwithstanding the foregoing, in no event will County be responsible for payment on items not ultimately delivered to inmate.

C. Contractor shall reimburse County quarterly to any long distance telephone charges incurred by Contractor employees using County telecommunications equipment.

D. Contractor shall obtain County approval before installation of phone or DSL lines required to support the services supplied under this Contract and Contractor is responsible for installation, billing and removal of these lines and all associated costs.

4. COMMISSARY KITS

A. The cost of Welcome Kits are County paid at \$ 1.58/kit.

B. The cost of Indigent Kits are Contractor paid.

5. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor for Welcome Kits. Invoices shall include the company name and logo, invoice date, invoice number, description of services and period of service. Contractor shall send invoices to:

Solano County Sheriff's Office
Administrative Division
Attention: Accounts Payable
530 Union Avenue, Suite 100
Fairfield, CA 94533

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other Contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|---|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit. |
| (2) Professional Liability: | \$1,000,000 | combined single limit per claim and in the |

aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, , employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to Contractor's insurance policy..

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation Contractor delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work

- (3) commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies

2. Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

3. Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

4. Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

5. Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the Contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

F. All financial, operating and personnel materials and information, including but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Contractor's business (collectively, the "Contractor Proprietary Information") are and shall remain confidential and the sole property of Contractor and constitute trade secrets of Contractor. County shall keep all Contractor Proprietary Information confidential and shall use the Contractor Proprietary Information only for the purposes of fulfilling the terms of this Contract. County shall not photocopy or otherwise duplicate any materials containing any Contractor Proprietary Information without the prior written consent of Contractor.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract Contractor provided to children and/or elder adults,

Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

The County may, at any time, inspect the Contractor's warehouse storage areas, transportation vehicles and test products, or materials, to determine compliance with the specifications contained in the terms of the contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. Unforeseen Circumstances

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. Ownership of Documents

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new Contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another

public agency wishing to use the provisions and terms of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment and pricing provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

34. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

35. LEGAL PROCEEDINGS INVOLVING KEY EMPLOYEES

A. The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

B. In addition, the selected Contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor asked to describe any such legal proceedings (and the status and disposition

thereof) and the surrounding circumstances in detail.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

Exhibit D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to August 31, 2020, this Agreement shall be automatically renewed with two one-year renewals upon mutual written agreement.

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "D-1".

3. ADDITIONAL CONTRACTOR REQUIREMENTS

A. Pursuant to each background check conducted by the County, all employees assigned to work at any Sheriff facility or likely to have contact with inmates have not ever been convicted or pled guilty or nolo contendere to any felony. Upon discovery of a felony, County shall promptly inform Contractor of any employee who has ever been convicted, pled guilty or nolo contendere to or has been charged a felony. County reserves the right to deny access to any of Contractor's employees if that employee has ever been convicted, pled guilty or nolo contendere to or has been charged a felony.

B. Contractor represents that its employees have completed and passed a pre-employment criminal background check as conducted by County in Paragraph 3.A, above, including being fingerprinted, and that employees have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude. Notwithstanding the preceding sentence, Contractor staff may include ex-offenders and ex-addicts; however, they must be successfully discharged from parole or probation supervision for at least three years and in recovery for at least three years as evidenced by the absence of drug or alcohol related arrests or convictions. At County expense, Contractor employees may be required to complete a live-scan criminal background check.

C. County may set additional applicable standards that may prohibit Contractor employee entrance or access to County incarceration or law enforcement facilities or inmates. If Contractor providing services that require the use of a motor vehicle, County may set additional applicable standards that may prohibit Contractor employee from using a motor vehicle while performing duties associated with this Contract.

D. County shall have the right to randomly check any Contractor employee to ensure the employee has not ever been convicted, pled guilty or nolo contendere to or has been charged a felony, or has failed to meet any additional applicable standard.

E. Denying a Contractor employee the ability to perform the duties of this Contract if employee has failed the background check or has ever been convicted, pled guilty or nolo contendere to or has been charged a felony, any other applicable standard or presents a security risk, will not constitute a material breach of the Contract by the County. Contractor agrees to replace any employee denied to perform the duties of this Contract with another employee.

F. Contractor employees must wear uniforms that have been first approved for use by the County and display identification cards, verifying the individual's employment when on jail premises. Contractor employees must comply with County's rules for locked facilities, including not having cell phones, cigarettes, alcohol or other contraband materials on their person.

G. Contractor employees are required to participate in County-sponsored training or workshops recommended by the County or his designee (e.g. Sexual Harassment, Prison Rape Elimination Act, etc.).

H. Contractor represents that its employees receive appropriate immunizations and screenings as required by law. Contractor further warrants that its employees have no physical limitations which would prevent the employee from performing their duties.

I. Contractor represents that its employees have read and understand County policy and procedures related to the Facility and agree to abide by all applicable rules and regulations.

J. Contractor shall comply with County's zero-tolerance policy related to the sexual assault or rape of offenders/inmates, or sexual misconduct toward any offender/inmate.

1. Contractor's employees, agents, representatives and /or members of its Board of Directors, including volunteers, who have contact with inmates, shall attend any successfully complete any and all staff training(s) related to PREA, as required by the County.

2. That County shall provide the training(s) at no cost to Contractor.

3. Contractor shall be responsible for expenses incurred, including salary, benefits, travel and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of Directors, including volunteers.

4. The County will provide appropriate information to Contractor's employees, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with inmates. Everyone who receives the pamphlet shall sign the acknowledgment form which is retained by the County.

4. COMMUNICATIONS AND INTERPERSONAL RELATIONS WITH INMATES

Contractor agrees that all employees working at any County incarceration facility or is in contact with inmates will abide by the Solano County Sheriff's Office Affirmation of Understanding policy, Exhibit D-2, governing communications and interpersonal relations between Contractor and inmates. County reserves the right to deny access to any employee of Contractor if employee fails to abide by the Affirmation of Understanding policy. Denying access to a Contractor's employee for failing to abide by the Affirmation of Understanding policy will not constitute a material breach of the Contract by the County. Contractor agrees to replace any employee denied with a new employee.

5. CLEARANCE REQUIREMENTS

A. Upon requesting entrance into the Facilities or anytime they are within the security perimeter of the Facilities, Contractor employees Contractor subject to search of their person and/or their personal belongings.

B. While inside the Facilities, Contractor employees must wear an authorized identification badge that includes a photo in a visible manner. Failure to display ID badge may be cause to deny access to the Facilities.

C. Contractor employees suspected of being under the influence of alcoholic beverages or drugs Contractor denied access to the Facilities.

D. Items prohibited from being brought into the Facilities include, but are not limited to, weapons, alcoholic beverages, illegal drugs, or food items.

E. County shall have sole discretion to determine security acceptability of all Contractor personnel at any time during the Contract period, and personnel found to be an unacceptable safety or security risk, shall not be granted access to Facilities.

6. PROHIBITION OF FINANCIAL RELATIONSHIP OR OTHER CONFLICT OF INTEREST

Contractor will prohibit any financial relationship or other conflict of interest between inmates and Contractor's employees, agents, representatives or members of its Board of Directors during the term of this Agreement.

7. DAMAGE TO COUNTY PROPERTY, FACILITIES, BUILDINGS OR GROUNDS

A. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30)

days after the occurrence.

B. If the Contractor fails to make timely repairs, the County may make any necessary repairs. Contractor shall repay all costs incurred by the County, as determined by the County, for such repairs, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County.

8. PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT

A. Contractor will provide either a performance bond or an irrevocable letter of credit as described herein.

B. Prior to the execution of the finalized Contract, Contractor will furnish a performance bond in the amount of one million dollars (\$1,000,000). The bond is to assure delivery to the County of a system and the services identical to that specified as part of the RFP and Contract in the event Contractor is unable to perform or unsatisfactorily performs or the system fails to perform as specified.

C. The term of the performance bond shall be for one (1) year from the date it becomes effective and shall be automatically renewed each year for the entire term of the Contract unless the surety that issued the performance bond provides to the County at least 60 days advance written notice of the surety's intention not to renew the bond upon its expiration date.

D. If the County receives a notice of nonrenewal from the surety, the Contractor will have five (5) calendar days to request the replacement of the performance bond with another performance bond acceptable to the County, which may approve or reject the request in its sole discretion, or provide the County with an irrevocable letter of credit as described herein in a form acceptable to the County. The County shall provide a response within five (5) calendar days. The Contractor will have fifteen (15) calendar days to provide the County with evidence (which may be a letter from the new surety) that it has secured a new performance bond to be effective upon the expiration of the prior bond. Failure to maintain the required performance bond (or an irrevocable letter of credit) is a material default under this Contract and may be cause for termination.

E. If the Contractor provides a performance bond, it must be issued by a company duly licensed, admitted and authorized to do business in the State of California.

F. The Contractor may request to provide an irrevocable letter of credit in the amount identified above for the performance bond and the County may accept or reject the request in its sole discretion. The letter of credit shall be in a form acceptable to the County and provided by a financial institution acceptable to the County. The letter of credit shall have the same term as identified for a performance bond.

G. The County must be provided at least 60 days advance written notice of a nonrenewal (by either Contractor or the provider) of the letter of credit. If the County receives such a notice of nonrenewal, the Contractor will have five (5) calendar days to request the replacement of the letter of credit with either a new irrevocable letter of credit or a surety bond acceptable to the County, which may approve or reject the request in its sole discretion. The County will provide a response within five (5) calendar days. The Contractor will have fifteen (15) calendar days to provide the County with evidence (which may be a letter from the new provider or a surety) that it has secured a new letter of credit or performance bond to be effective upon the expiration of the prior letter of credit. Any performance bond substituted for a letter of credit must meet all the requirements stated herein for performance bonds. Failure to maintain the required letter of credit or a substituted performance bond is a material default under this Contract and may be cause for termination.

H. Any performance bond or irrevocable letter of credit shall be forfeited if the Contractor:

1. Fails to perform any material provision of this Contract; or,
2. This Contract is terminated for an event of default by Contractor.

I. The County shall provide the Contractor written notice specifying the Contractor's failure to perform any material provision of this Contract or the event of default. The County shall provide the Contractor a reasonable period of time to cure that shall not be less than ten (10) days from the date of the notice. If within that time period, the Contractor shall not have either corrected such failure or event of default, or, in the case of failure or event of default which cannot be corrected in that time period begun in good faith to correct said failure or event of default and thereafter proceeded diligently to complete such correction, then the County, may at its option determine that the performance bond or letter of credit shall be forfeited. The amount forfeited shall not exceed the amount of damages sustained by the County because of the Contractor's failure to perform or event of default.

9. EMERGENCY AUTHORITY

In an emergency situation at the Facilities, Contractor personnel on premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the grounds.

10. REPORT ACCIDENTS AND UNSAFE CONDITIONS

Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

11. DISENTANGLEMENT

A. Contractor shall cooperate with the County and with any other entity which includes, but is not limited to, other agencies, vendors, or contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts, including providing any type of assistance to any entity as required by the County, to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services, or the County's activities.

B. Contractor shall return to the County all County assets, supplies, materials or information in Contractor's possession. Contractor shall also provide the County with all inmate trust fund balances and any other financial, documents, information, records and data relative to inmate records that would enable the County or its designated service provider to assume operation of the inmate commissary services and IPF accounting system.

12. CONTRACT MONITORING

Contractor is required to submit status reports covering such items as work in process, milestones attained, milestones missed, milestones to be completed, resources expended, problems encountered and corrective action taken. The County reserves the right to monitor all work performed, all records, and procedures to ensure that the project is achieving its purpose, and that applicable state and federal laws are met. Contractor will cooperate fully with County by participating in quarterly meetings to provide data and provide information to County as requests are made.

B. Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the services and Contract, as requested by the County, upon reasonable advanced notice.

C. Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the services are achieving their purposes, that all applicable County, state and federal regulations are met, and that adequate internal fiscal controls are maintained.

13. RIGHT TO CONDUCT BUSINESS

Contractor must obtain all necessary certificates, licenses and permits required by city, county, state and federal law in order to perform the services described in this Contract.

14. CONTRACTOR EQUIPMENT

In the event Contractor purchases any capital equipment for the commissary service, Contractor will amortize the cost of such equipment over its useful life. In the event any equipment so purchased is not fully amortized within the term of the Contract, then Contractor must offer the equipment for sale first to County and County agrees to consider purchase of all such equipment for the purchase price of the equipment minus any amount amortized to date.

15. INVENTORY REPORT

Contractor will submit a physical inventory report to the County no later than five business days after the close of the inventory period.

Exhibit D-1

SOLANO COUNTY DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

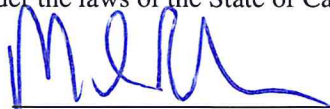
ARAMARK CORRECTIONAL SERVICES, LLC

The Contractor named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 83355(a), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed Contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the Contract or grant.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.



Contractor Signature

9/5/2017

Date

Mark R. Adams

Official's Name (type or print)

Vice President, Finance

Title

23-2778485

Federal Tax I.D. Number

Exhibit D-2
AFFIRMATION OF UNDERSTANDING

Solano County Sheriff's Office, employees, volunteers and contract workers SHALL:

Respect the dignity of each person and refrain from profane, callous, or degrading remarks.

Maintain an ethical demeanor with all inmates in custody and perform assigned duties in a mature and professional manner.

Be firm, impartial, and resolute in requiring compliance with all departmental rules and regulations.

Notify the Facility Commander by Memo as soon as you become aware that a close friend, significant other, or family members is incarcerated in the Solano County Jail.

Keep all inmates and prisoners safe and treat them humanely.

Solano County Sheriff's Office, employees, volunteers and contract workers SHALL NOT:

Prejudge the guilt or innocence of any inmate or prisoner.

Conduct yourself in any manner that promotes the development or continuation of an emotional relationship with any inmate, their lives, or conditions of the arrest, except as required in the course of official employment or duties.

Deliver any message or article to, from, or for any inmate unless in the performance of official established duties or as directed by a supervisor.

Discuss job performance or confidential departmental business directly with an inmate or prisoner, or where either can overhear such conversations.

Criticize the Sheriff's Office, or the actions of any member of the office, in the presence of any inmate, or prisoner or where such conversation can be overheard.

Discuss personal business about yourself or the personal business of other employees with any inmate or prisoner.

Purchase article from any inmate.

Sell any personal article to any inmate.

Borrow money or articles from any inmate.

Loan money or personal articles to any inmate.

Accept any gift from any inmate.

Offer any gift to any inmate.

Place money on the books of any relative or significant other inmate without the prior knowledge and documented approval of the Facility Commander. This is required for each incident of deposit.

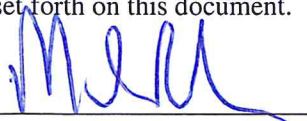
Solano County Sheriff's Office, employees, volunteers and contract workers SHALL immediately report to a supervisor any attempts by inmates to purchase, sell, loan, borrow, or give any money or articles to them or any other staff member.

Solano County Sheriff's Office, employees, volunteers and contract workers of Solano County SHALL immediately report to a supervisor any complaints by an inmate about a member or volunteer.

Nothing in this statement shall be construed to prohibit the normal course of business in the operation of the Solano County Sheriff's Office nor prohibit conversations with inmates or prisoners in any official capacity.

I have read and discussed the above statement with the witnessing official and agree to abide by the rules and conditions of conduct as set forth on this document.

Signature



Date

9/5/2017

Print Name

Mark R. Adams



**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
ARAMARK CORRECTIONAL SERVICES, LLC**

This First Amendment is made on August 31, 2020, between the **County of Solano**, a political subdivision of the State of California ("County") and Aramark Correctional Services, LLC ("Contractor").

1. Recitals

- A. The parties entered into a contract dated August 31, 2017 (the "Contract") in which Contractor agreed to provide a commissary system and commissary services.
- B. The County now needs extend the term of the Contract and reduce the commission percentage and Minimum Annual Guarantee due to a decrease in inmate population.
- C. This First Amendment represents a 22-month extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is August 31, 2017 through June 30, 2022.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

Payment for commissary sales comes from inmate accounts or inmate family/friend accounts and not County funds.

C. Scope of Work

Sections 1.B.3; 2.A.1.b; 2.F.3; 2.G.1.c; 2.H.b; 2. J; 2.K; and 5.F.5 of Exhibit A (Contractor Responsibilities) are each deleted in their entirety and replaced with: "RESERVED"

Section 1.B. of Exhibit A, the phrase "housing unit kiosks (or equivalent)" is deleted in its entirety.

Sections 2.F.1 and 2.F.2 of Exhibit A (Contractor Responsibilities) are each deleted in their entirety and replaced with:

- 1. Delivery Schedule – Commissary will be delivered once a week on the date and times mutually agreed upon between the Contractor and the County.
- 2. Changes to the commissary delivery schedule may be made upon mutual agreement between Contractor and the County.

Section 3.A.1.b. of Exhibit A, the phrase "or kiosk" is deleted in its entirety.

Section 4 of Exhibit A (Contractor Responsibilities) is deleted in its entirety and replaced with:

4. PRICING

1. Product Pricing

- a. Contractor will maintain a stable pricing environment, no higher than local retail prices, and requests for price adjustments are subject to the County's approval. Contractor must validate and document commissary prices, including iCare packages, on a biannual basis. Contractor may request price adjustments up to quarterly. Price adjustment requests must be submitted 45 days prior to the start of the quarter. Quarters are defined as July through September, October through December, January through March and April through June.

The request must be supported by documentation and price increases and new items must be approved by the Inmate Welfare Fund Committee and the Sheriff before being added to the commissary list.

b. With approval by County, determine the prices at which items shall be sold. If Contractor sustains increases in its costs, including but not limited to, increase in its product or labor costs, Contractor, with prior written approval by County, may increase its prices to recover such increased costs while keeping within local retail prices. Contractor shall have the right to implement such price increases ten working days following written approval from County. Inmates shall not be charged the increased prices until after the commissary menu has been revised to reflect the increased prices and distributed to inmates at the time they place their commissary orders.

c. Contractor will notify inmates ten (10) days in advance of changes made to products on commissary list, product substitutions, or product pricing.

2. Convenience Fees. There are no fees to the County.

Section D of Exhibit A (County Responsibilities) is deleted in its entirety.

D. Budget Detail and Payment Provisions

Section 1 of Exhibit B is deleted in its entirety and replaced with:

1. COMPENSATION

A. COMMISSION

The Sheriff's Inmate Welfare Fund will receive a commission for commissary sales. All commissions, payable to the IWF, are due by the last business day of the month and paid directly to the County IWF.

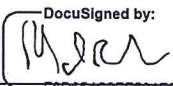
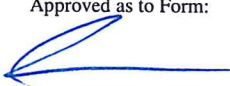
As compensation for allowing the Contractor to provide inmate commissary services on County premises, the Contractor will compensate the County at 40% of the gross amount of sales of all products excluding agreed upon items (ie.; stamps, pre-stamped envelopes, pre-paid phone time, debit cards and indigent products) less any service fees and applicable sales and use taxes.

B. MINIMUM GUARANTEE

In the event that the total commissions to the County as described in Section A above amounts to less than \$300,000 in any particular fiscal year during the term of the Agreement, Contractor shall compensate the County a minimum of \$300,000 for that particular fiscal year.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

ARAMARK CORRECTIONAL SERVICES, LLC		COUNTY OF SOLANO	
By	 DocuSigned by: MARK ADAMS, SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER 8/18/2020	By	 BIRGITTA E. CORSETTO, COUNTY ADMINISTRATOR
		Approved as to Form:	
		By	 COUNTY COUNSEL, DEPUTY R. Fitzgerald



**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
ARAMARK CORRECTIONAL SERVICES, LLC**

This Second Amendment is made on June 30, 2022, between the **County of Solano**, a political subdivision of the State of California ("County") and **Aramark Correctional Services, LLC** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated August 31, 2017, (the "Contract"), as amended by the First Amendment, dated June 30, 2020 in which Contractor agreed to provide a commissary system.
- B. The County now needs to extend the term of the Contract.
- C. This Second Amendment represents a one-year extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The term of the Contract is August 31, 2017 through June 30, 2023.

B. Scope of Work

Section 5 of Contractor responsibilities in Exhibit A is amended to add the following:

H. IN2WORK Program.

Aramark shall provide vocational training and classroom instruction regarding proper food production skills to qualified inmates at the Facility through its IN2WORK program ("I2W"). Training will include deployment of Aramark's proprietary materials. The County acknowledges that Aramark's willingness to implement the I2W program under this Agreement does not give the County any right, title, license or interest in the program.

3. Effectiveness of Contract

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract and its First Amendment remain in full force and effect.

ARAMARK CORRECTIONAL SERVICES, LLC	COUNTY OF SOLANO
By <u></u> STEVE YARSINSKY, CHIEF FINANCIAL OFFICER, CORRECTIONS	By <u></u> BILL EMLÉN, COUNTY ADMINISTRATOR
Approved as to Form:	
By <u></u> COUNTY COUNSEL	



**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
ARAMARK CORRECTIONAL SERVICES, LLC**

This Third Amendment is made on June 30, 2023, between the **County of Solano**, a political subdivision of the State of California ("County") and **Aramark Correctional Services, LLC** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated August 31, 2017, (as amended, the "Contract"), as amended by the First Amendment, dated June 30, 2020, and the Second Amendment, dated June 30, 2022, in which Contractor agreed to provide a commissary system.
- B. The County now needs to extend the term of the Contract and reduce the commission rate.
- C. This Third Amendment represents a one-year extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The term of the Contract is August 31, 2017 through June 30, 2024.

B. Budget Detail and Payment Provisions

Section 1. is deleted in its entirety and replaced with:

1. COMPENSATION

A. Commission

The Sheriff's Inmate Welfare Fund will receive a commission for commissary sales. All commissions, payable to the IWF, are due by the last business day of the month and paid directly to the County IWF.

As compensation for allowing the Contractor to provide inmate commissary services on County premises, the Contractor will compensate the County at 35% of the gross amount of sales of all products excluding agreed upon items (ie.; stamps, pre-stamped envelopes, pre-paid phone time, debit cards and indigent products) less any service fees and applicable sales and use taxes.

3. Effectiveness of Contract

Except as set forth in this Third Amendment, all other terms and conditions specified in the Contract and its previous amendments remain in full force and effect.

ARAMARK CORRECTIONAL SERVICES, LLC	COUNTY OF SOLANO
DocuSigned by: By <u>Stephen Yarsinsky</u> STEVE YARSINSKY, CHIEF FINANCIAL OFFICER, CORRECTIONS	By <u>Bill Emlen</u> BILL EMLIN, COUNTY ADMINISTRATOR
Approved as to Form: <u>ASA</u>	
By _____ COUNTY COUNSEL	



**FOURTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
ARAMARK CORRECTIONAL SERVICES, LLC**

This Fourth Amendment is made on August 26, 2023, between the **County of Solano**, a political subdivision of the State of California ("County") and **Aramark Correctional Services, LLC** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated August 31, 2017, (the "Contract"), as amended by the First Amendment, dated June 30, 2020, the Second Amendment dated June 30, 2022, and the Third Amendment dated June 30, 2023 in which Contractor agreed to provide a commissary system.
- B. The County now needs to reduce the commission rate.
- C. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Budget Detail and Payment Provisions

Section 1., A. is deleted in its entirety and replaced with:

1. COMPENSATION

A. Commission

The Sheriff's Inmate Welfare Fund will receive a commission for commissary sales. All commissions, payable to the IWF, are due by the last business day of the month and paid directly to the County IWF.

As compensation for allowing the Contractor to provide inmate commissary services on County premises, the Contractor will compensate the County at 30% of the gross amount of sales of all products excluding agreed upon items (ie.; stamps, pre-stamped envelopes, pre-paid phone time, debit cards and indigent products) less any service fees and applicable sales and use taxes.

3. Effectiveness of Contract

Except as set forth in this Fourth Amendment, all other terms and conditions specified in the Contract and its previous amendments remain in full force and effect.

ARAMARK CORRECTIONAL SERVICES, LLC	COUNTY OF SOLANO
DocuSigned by: By <u>Stephen Yarsinsky</u> 8DD54D02B0CD4AA Stephen Yarsinsky Vice President - Finance Aramark Correctional Services, LLC	By <u>Thomas A. Ferrara</u> THOMAS A. FERRARA, SHERIFF-CORONER Approved as to Form: By <u>MEM</u> COUNTY COUNSEL



**FIFTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
ARAMARK CORRECTIONAL SERVICES, LLC**

This Fifth Amendment is made on June 30, 2024, between the **County of Solano**, a political subdivision of the State of California ("County") and **ARAMARK CORRECTIONAL SERVICES, LLC** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated August 31, 2017 (the "Contract") as amended by the First Amendment to Standard Contract, dated August 31, 2020, and the Second Amendment, dated June 30, 2022, and the Third Amendment, dated June 30, 2023, the Fourth Amendment, dated August 26, 2023, in which Contractor agreed to provide a commissary system.
- B. The County now needs to extend the term of the Contract.
- C. This Fifth Amendment represents a one-year extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

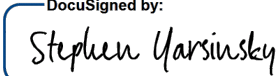
A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is August 31, 2017 through June 30, 2025.

3. Effectiveness of Contract

Except as set forth in this Fifth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

ARAMARK CORRECTIONAL SERVICES, LLC	COUNTY OF SOLANO
By  DocuSigned by: 8DD54D02B0CB4AA STEPHEN YARSINSKY, VICE PRESIDENT OF FINANCE	By  William Emlen (Jun 26, 2024 10:51 PDT) BILL EMLN, COUNTY ADMINISTRATOR Approved as to Form: By  Michael McDonald (Jun 6, 2024 15:52 PDT) COUNTY COUNSEL

Aramark Amendment 5 Agenda#24-432

Final Audit Report

2024-06-26

Created:	2024-06-08
By:	Tracy Holman (tkholman@solanocounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy01AvSJ68xA6z60bmmKxnOTHcjR1ltP

"Aramark Amendment 5 Agenda#24-432" History

-  Document created by Tracy Holman (tkholman@solanocounty.com)
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-  Document emailed to Tami Lukens (tdlukens@solanocounty.com) for signature
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-  Document approved by Alicia Draves (amdraves@solanocounty.com)
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-  Document emailed to William Emlen (WFEmlen@SolanoCounty.com) for signature
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-  Email viewed by William Emlen (WFEmlen@SolanoCounty.com)
2024-06-26 - 5:50:38 PM GMT
-  Document e-signed by William Emlen (WFEmlen@SolanoCounty.com)
Signature Date: 2024-06-26 - 5:51:07 PM GMT - Time Source: server
-  Agreement completed.
2024-06-26 - 5:51:07 PM GMT