



**County of Solano  
Standard Contract**

<i>For County Use Only</i>	
CONTRACT NUMBER: <small>(Dept., Division, FY, #)</small>	
BUDGET ACCOUNT:	6591
SUBJECT ACCOUNT:	2030

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:

**November 13, 2024 – June 30, 2027**


3. The maximum amount of this Contract is:

**\$ 7,250,000**

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 – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

**This Contract is made on November 13, 2024.**

CONTRACTOR	COUNTY OF SOLANO
<b>ARAMARK CORRECTIONAL SERVICES, LLC</b>	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	<b>BILL EMLLEN, COUNTY ADMINISTRATOR</b>
SIGNATURE	TITLE
<b>STEPHEN YARSINSKY, VICE PRESIDENT</b>	<b>530 UNION AVENUE, SUITE 100</b>
PRINTED NAME AND TITLE	ADDRESS
<b>2400 MARKET STREET</b>	<b>FAIRFIELD CA 94533</b>
ADDRESS	CITY STATE ZIP CODE
<b>PHILADELPHIA PA 19103</b>	Approved as to Content: 
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <i>Michael McDonald</i>
	COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. Starting January 1, 2025, provide food service pursuant to California Code of Regulations Title 15 *Minimum Standards for Local Detention Facilities* to an estimated Average Daily Population (ADP) of 525 Solano County adult justice-involved persons housed in the following facilities. Contractor acknowledges that the ADP may fluctuate and shall provide services accordingly.

Facility	Type	Rated Capacity
Justice Center Detention Facility (JCDF) 500 Union Avenue Fairfield, CA 94533	II	712
Claybank Detention Facility (CDF) 2500 Clay Bank Road Fairfield, CA 94533	II	358
Stanton Correctional Facility (SCF) 2450 Clay Bank Road Fairfield, CA 94533	II	365

2. Provide Contractor's proprietary software application Prima Web to manage food service operations for justice-involved persons. Contractor shall upload meal plan to Prima Web to assist with meal production, scaling recipes, ordering, inventory control, cost control, quality control, and post analysis.
3. Prior to start of services, develop a meal plan that meets the needs of the County.
  - A. Provide County with a 4-week menu that:
    - (1) Is prepared and certified by a registered dietitian prior to use by County;
    - (2) Meets or exceeds applicable standards and guidelines established by the American Correctional Association and the Food Nutritional Board of the National Academy of Science;
    - (3) Contains a minimum weekly average of 2,500 calories;
    - (4) Is a healthy balanced meal;
    - (5) Clearly defines descriptions of food items to include detailed portion sizes (i.e., raw weight, cooked weight, and volume measurements);
    - (6) Varies food items within the meat, fruit/vegetable and dessert groups;
    - (7) Varies food preparation methods, flavors, textures, temperatures, color combinations, sizes and shapes, and appearance;
    - (8) Considers the diverse ethnic population of justice-involved persons as wells as regional preferences;
    - (9) Includes condiments or garnishes added to provide personal satisfaction and/or additional nutrition;

- (10) Avoids excess fat calories (no more than 30% of daily calories);
  - (11) Substitute vegetables for fruits in the vegetable/fruit group;
  - (12) Does not contain sulfite additives;
  - (13) Individual milk and juice containers; and
  - (14) Limits need for special diet meals.
- B. Prior to start of services, develop 4-week special diet menus that:
- (1) Are prepared and certified by a registered dietitian prior to use by County;
  - (2) Are consistent with regular menu items when possible; and
  - (3) Where appropriate, agree with specifications for:
    - Physician-ordered medical diet (e.g., diabetic, pregnancy, food allergy, cardiac, and low sodium) and medical snack if warranted.
    - Religious diet (e.g., kosher and pork-free).
    - Dietary preference diet (e.g., Ovo-Lacto Vegetarian or Vegan).
- C. Provide County with the detailed recipes of each menu item in the meal plan and an item-by-item computerized nutritional analysis indicating food specifications (i.e., calories, fat, cholesterol, sodium, calcium, iron, dietary fiber, and vitamins) and a comparison to RDA values.
- D. Maintain commitment to use high-quality food products and ingredients.
- E. Work with County to plan monthly holiday and event meals and incorporate those meals into the meal plan.
- F. Unless an emergency situation arises, Contractor shall not make significant substitutions to menu items without first consulting with Contractor's registered dietitian and obtaining approval. Notwithstanding necessary substitutions, Contractor shall not make changes to the agreed upon menu without written consent of County. Contractor shall provide County with 24-hour notice of planned substitution prior to meal prep and shall document and note all temporary and permanent menu substitutions on the menu.
- G. In the event of an emergency or disaster, whereby certain food products and supplies are not available, Contractor may temporarily alter the agreed-upon menu, provided the changes are approved by a registered dietitian and the County.
- H. Establish a no-cost menu modification process to enable County to periodically submit a limited menu change request. In consideration of cost, Contractor's registered dietitian shall review each request and whenever possible modify the meal plan with certified menu substitutions of equal nutritional value as the original menu item.
4. Staff CDF kitchen to maintain safe and efficient operations.
- A. Maintain the agreed upon minimum staffing pattern throughout the term of this Contract. Any change to the staffing pattern shall be in response to operational and/or Facility needs

- and must be approved by the County. The County shall sign Contractor's staffing pattern to demonstrate acceptance.
- B. Prior to start of services, recruit and hire food service staff with good culinary skills and preferably experience in jail institutional settings.
  - C. Offer competitive compensation and benefit packages as part of a staff retention program.
  - D. Outfit Contractor food service staff with distinctive uniforms acceptable to County.
  - E. Contractor food service staff shall maintain a well-groomed, clean and neat appearance at all times.
5. Produce meals on-site at the CDF using the cook-serve process.
- A. Prepare the required number of daily meals including a predetermined number of extra meals (a.k.a., a "sack lunch") for justice-involved persons who were either unavailable during lunch time or were booked into facility after the dinner meal.
  - B. Prepare three meals per day according to the approved menu, seven days per week, with a minimum of one hot meal per day on weekdays and two hot meals per day on weekends.
  - C. Plate meals on correctional industry-accepted food trays and cover with insulated tray lids.
  - D. Place extra meals in County-approved clear bags or disposable containers, or in microwavable containers when required.
  - E. Place trays, clear bags, clear disposable containers, and microwavable containers in refrigeration and/or temperature-controlled carts until time of transport. Contractor is responsible to ensure proper temperatures throughout the meal production and delivery process and shall document temperatures to demonstrate compliance with hot foods between 140 and 180 degrees and cold foods at 40 degrees or below, but not frozen.
  - F. Prepare special diet meals in accordance with required specifications. Contractor and County acknowledge that some special diet meals such as a Kosher meal may be prepared off-site and prepackaged for delivery.
  - G. Contractor's cooks shall follow all federal and state laws and regulations, including CA Title 15 standards, as well as Contractor and County quality control procedures applicable to meal preparation and distribution.
6. Deliver meals to each Facility just prior to County-designated meal start times.
- A. Properly label meal deliveries with description, counts and service date.
  - B. Transport meals by means necessary to maintain proper temperatures including use of temperature-controlled carts and refrigerated vehicles when necessary. Contractor shall maintain an adequate fleet of Contractor delivery vehicles.
  - C. Deliver meals to JCDF and SCF designated food receiving areas. At CDF, meals are stored in the kitchen area and/or refrigerated storage awaiting distribution.

- D. Upon delivery, Contractor and County correctional staff shall confirm meal counts and temperatures at time of delivery.
  - E. Store all prepared meals in County refrigerated storage areas until the scheduled time of service. County acknowledges that breakfast meals served cold may be transported and received the night before.
7. Perform daily cleaning and periodic comprehensive cleaning of the food service area and equipment.
- A. Purchase and provide County with all cleaning supplies, chemicals, paper products and other supplies necessary for County food service operations.
  - B. After each meal, Contractor shall perform the following clean up tasks following all health and safety standards and Contractor and County sanitation procedures:
    - (1) Wash and sanitize all reusable serving trays and other smallwares.
    - (2) Pick up the temperature controlled carts and serving trays from the Facilities and return the carts and trays to the kitchen area for cleaning and sanitizing prior to re-entry into the food delivery cycle.
  - C. Clean and sanitize the kitchen, prep areas, and storage room areas daily making sure food products, equipment, and smallwares are properly stored.
  - D. Clean JCDF and SCF salleyport areas including loading dock as needed.
  - E. Clean and maintain County office space provided to Contractor.
8. Properly dispose of waste.
- A. Remove all trash and recyclables from the kitchen, prep areas, and storage room areas as needed, but in no event less than daily, to appropriate on-site exterior dumpsters or containers.
  - B. Document and dispose of all expired prepared meals. Contractor shall establish and maintain a recycling program for excess food products that meets County standards and complies with organic waste recycling requirements pursuant to California AB 1826.
  - C. Document and dispose of all contaminated food products.
  - D. Document and dispose of all hazardous materials. Contractor shall establish and maintain a hazardous materials log to comply with all laws, regulations and industry standards related to the use, storage, and handling of such hazardous materials or substances.
9. Order all food products, equipment and supplies and coordinate all third-party deliveries with County.
- A. Receive and check in all deliveries, inspecting all food products for quality. Contractor shall agree all items to a packing slip or order bill of lading.

- B. Properly store all food products and supplies to include labeling perishable food products and maintaining temperature logs for refrigeration and freezer storage areas.
  - C. Coordinate with County to install any new or replacement equipment.
  - D. County reserves the right to inspect any and all deliveries for contraband and to refuse delivery outside agreed upon delivery window.
10. Maintain all equipment and smallwares necessary for County food service operations.
- A. Purchase and provide County with temperature-controlled carts.
  - B. Purchase and provide County with all smallwares, including but not limited to, sporks, knives, spoons, forks, bowls, cups; spatulas, ladles, whips, and related cooking utensils; insulated service trays, and insulated bulk containers.
  - C. Purchase and provide County with appropriate first aid kits.
  - D. Contractor shall be responsible for the installation and maintenance related to Contractor equipment.
  - E. Assist County with establishing an equipment preventative maintenance program.
  - F. Maintain an equipment maintenance log to include equipment description, serial number, purchase date, useful life, warranty information, suggested preventative maintenance, service requests, service dates, and service cost.
  - G. Provide County with a quarterly maintenance report.
  - H. Furnish all necessary office equipment and related consumables not supplied by County, including, but not limited to, a computer, monitor, printer, and printer paper.
11. Perform a weekly physical inventory of food products and supplies and agree to on hand reports. Contractor shall use first in-first out method.
12. Establish a food acceptability process to include monitoring food preferences and receiving, addressing, and resolving food related complaints.
- A. Contractor shall access County's Jail Management System (JMS) daily and check for food-related grievances filed by justice-involved persons and check for complaints received outside of the grievance process.
  - B. Notify County of all food related complaints and attempt to resolve them in a timely manner.
  - C. Contractor's Food Service Director shall promptly investigate and respond to each food-related grievance within 72 hours.
  - D. Contractor's Food Service Director shall resolve all substantiated food-related grievances to the best of Contractor's ability. Contractor shall communicate to County any grievance that would require County intervention to resolve. County acknowledges some grievances have no merit and/or no foreseeable solution.

- E. Update JMS to include actions taken and resolution.
- 13. Contract for periodic compliance and operational reviews with a third party acceptable to the County. Contractor shall provide County with a copy of any report issued.
- 14. Assist County with state inspections, including but not limited to, maintaining accurate records, providing information, investigating concerns, and if necessary, preparing corrective action plans.
- 15. Prior to start of Contract, submit a Continuity of Operations Plan and assist County in updating Facility emergency plans to continue food service operations in the event of an emergency or disaster. Contractor shall remain responsible for providing food service to County during an emergency or disaster.
- 16. Establish a nutritional workshop to educate justice-involved persons about the importance of eating nutritious and healthy meals.
- 17. Maintain internal food service policies and procedures and assist County in establishing and revising policies and procedures related to County food service operations. Contractor shall review all applicable County policies and procedures and make recommendations to improve efficiency of operations.
- 18. Contractor's response to County's Request for Proposals for Food Service for County Adult Detention Centers (RFP# 958-0513-24) issued May 24, 2024, is incorporated herein by this reference and made a part of this Contract. Contractor shall be responsible for all obligations included in its response not otherwise listed in this Exhibit.

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

- 1. Prior to start of services, County shall:
  - A. Conduct LiveScan criminal background check for Contractor employees.
  - B. Conduct safety, security, and PREA training for Contractor onsite employees.
  - C. Provide Contractor with office space and furniture to include a desk, chair, file cabinet, bookshelf, and wastebasket.
  - D. Install a County computer with access to JMS in the office space provided.
  - E. Train Contractor Food Service Director and Food Service Manager on basic navigation and reporting in JMS. Contractor shall use JMS to determine the daily population and special diet orders and preferences in order to calculate the number of meals by meal type (i.e., regular, late, medical, religious, vegetarian or other special diet) required daily.
- 2. Appoint the County Food Service Coordinator to assist with and provide oversight to meal preparation and act as a liaison between County, Contractor, and County's inmate medical provider to disseminate information.

3. Appoint a Custody Lieutenant responsible for:
  - County approval of meal plan including menus.
  - County approval of menu substitutions.
  - Periodic inspection of food products to ensure high quality standards.
  - Assisting Contractor with planning holiday and event meals.
  - Coordination of California Health Department inspections of the kitchen, kitchen prep, and storage areas.
  - County acceptance of Contractor staffing pattern.
  - County acceptance of Contractor food service staff uniforms.
  - Communicate the number of fixed extra meals required and subsequent changes if necessary.
  - County approval of food service trays and containers.
  - Installation of new or replacement equipment.
  - Establishing an equipment preventative maintenance program.
  - Coordination of state inspections or other compliance reviews.
  - County approval of Contractor's nutritional education program.
  - Updating County's facilities emergency plans.
  - Reviewing Contractor's resolution to food service grievances.
4. Verify temperatures and meal counts at delivery demonstrated by signing temperature log and meal count report.
5. Distribute meals promptly to justice-involved persons logging temperatures at time of distribution. All meals must be served timely to ensure appropriate temperatures in compliance with health and safety standards (e.g., hot foods served between 140 and 180 degrees; and cold foods served at 40 degrees or below, but not frozen).
6. Distribute extra meals as needed.
7. Control facility security including but not limited to, admittance, access to and from secured areas, search of incoming food products and supplies, and the physical safety of persons within secured areas to include Contractor employees, suppliers and other authorized visitors.
8. Provide adequate resources for food service operations to include facilities and equipment.
9. Maintain operating condition of County facilities and equipment related to County food service operations. County shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, internet, heat or air conditioning; however, County shall be diligent in restoring services following an unanticipated interruption. County will be responsible for:
  - A. Building repairs related to, but are not limited to, maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, wall and ceiling surfaces, and floor coverings.



- B. Equipment repairs related to maintenance of County-owned equipment used in the food service operation. At County's sole discretion, County may opt to purchase new or used replacement equipment when repair costs exceed anticipated benefits.
  - C. Service checks and maintenance of fire extinguishers.
  - D. Pest control services to include periodic building inspections, monthly preventive service, and on-call rodent extermination service.
10. Establish new and/or revise existing County policy and procedures related to County food service operations.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

Maximum compensation shall not exceed amount in section 3 of the Standard Contract. Compensation shall include payment for services rendered in accordance with Exhibit A, payable on a per meal basis as enumerated below, plus any applicable sales tax, less any penalties.

TYPE OF MEAL	UNIT OF MEASURE	PRICE PER MEAL (\$) excluding sales tax
Weekday Regular meals (Breakfast/Lunch/Dinner)	EACH	\$ 3.76
Additional meals (10 Breakfast/40 Lunch)	EACH	\$ 3.19
Special Diets meals (Kosher/Halal/Religious/Medical)	EACH	\$ 4.69

Contractor shall be responsible for timely payment of all applicable state and local sales taxes, on the County's behalf, to the California State Board of Equalization. Contractor shall provide County with a copy of sales tax form submitted within ten (10) days of submission. In the event of a change in the sales tax rate, the weekly invoice shall reflect the changed rate.

Meal price includes all food service operations costs including Prima Web software application, staffing, dietitian services, menu development, food products, delivery vehicles, temperature-controlled carts and containers, equipment, smallwares, paper items, cleaning supplies, training costs, and administrative costs. Notwithstanding the preceding sentence, County shall be financially responsible for all utility expenses related to food service operations. County shall not be financially responsible for any food product loss resulting from an interruption or failure of any such utility.

Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract other than that which is set forth in this Exhibit B. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, or during any extension periods, as the County makes no specific guarantee of a minimum or maximum number of meals that shall be required.

**2. ANNUAL PRICE ADJUSTMENT**

The base price per meal is firm for the base period of the contract, beginning January 1, 2025 and ending June 30, 2026. The price per meal for each subsequent twelve-month period shall be increased by an amount to be mutually agreed upon; provided, however, that in the event no agreement is reached with respect to such increase by January 15 in any given year, the price per meal shall be increased by an inflationary percentage rate equal to, but in no event to exceed five percent, the United States Department of Labor Statistics, Consumer Price Index, All Urban Consumers (Current Series), not seasonally adjusted, U.S. City Average, Food Away from Home (SEFV), 12 month percentage change calculated using the annual average index number and the preceding annual average index

number. Per meal prices may not be increased or decreased during, and shall remain firm for, any such 12-month period.

The percentage increase shall be applied to the then-current price per meal and Contractor shall provide County with new price per meal by January 31. The new price per meal shall be effective the following July 1.

**3. OTHER PRICE ADJUSTMENTS**

Notwithstanding section 2 above, the price per meal is subject to change triggered by County long-term requested menu changes (i.e., menu enhancements that do not qualify as no-cost changes, not to include general menu substitutions) or long-term staffing changes (i.e., increase/decrease to food service supervisor's full time equivalent status).

**4. PENALTY**

Contractor shall credit weekly invoice \$2,500 for each instance Contractor fails to adhere to:

- Menu without proper approval
- Agreed upon procedures

**5. METHOD OF PAYMENT**

Upon submission of a weekly invoice by Contractor, and upon approval of County's representative, County shall pay Contractor in arrears for services rendered the prior week, up to the maximum amount provided in section 3 of the Standard Contract. Invoice shall include a company logo, invoice date, invoice number, number of meals by type, price per meal, extended amounts, and sales tax liability. Contractor shall provide County with adequate documentation to support weekly invoice, including but not limited to, meal count report. Contractor's failure to provide adequate supporting documentation with invoice may result in payment being withheld until the documentation is received.

Contractor shall send invoices via email to [SHFAccountsPayable@solanocounty.com](mailto:SHFAccountsPayable@solanocounty.com)

**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 any 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 for an alternate final invoice submission deadline 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:<br>(Including operations, products and completed operations.) | <b>\$2,000,000</b>                      | 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:  | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:   | As required by the State of California. |   |
| (4) Employer's Liability:  | <b>\$1,000,000</b>                      | 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 to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (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 5 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. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

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

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

(a) The County of Solano, its officers, officials, agents, 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 (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) 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 maintained by County, its officers,

officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be 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 be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

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

(4) However, failure to provide the required certificates and endorsements 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 represents 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

*Rev. 6/12/2018*

*Aramark Correctional Services, LLC*

*Effective 11/13/2024*

*Exhibit C  
Page 4 of 12*

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 constitute cause for termination of 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. The contract may be terminated at County's sole discretion.

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 nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et

seq.); the Clean Water Act ( 33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. 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 C.F.R. part 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 receiving services under this Contract.

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 law, 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.

#### **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 will be 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.

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

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 any protected class; (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. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. 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, terms, and pricing 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 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.

### **35. 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 a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded 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 federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”) or any state healthcare programs.

C. 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.

D. If services pursuant to this Contract involve federally-funded 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 Contractor’s payment.

### **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**

County reserves the right to extend Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five years. Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2027, this Contract shall be automatically extended from July 1, 2027 through September 30, 2027 to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$714,814.

**2. ADDITIONAL CONTRACTOR REQUIREMENTS**

**A. Time of Performance**

Notwithstanding section 3 of Exhibit C, Contractor and all Contractor staff that may come in contact with Solano incarcerated persons while working in County facilities shall complete the following prior to start of services:

- (1) A site clearance conducted by the Sheriff's Office to include a background check and LiveScan where County is named to receive Department of Justice clearance and updates.
- (2) All training requirements related to Prison Rape Elimination Act.
- (3) Execution of Solano County Sheriff's Office Affirmation of Understanding policy governing communications and interpersonal relations between Contractor and inmates.

**B. Meal Schedule**

Contractor shall adhere to the meal schedule: breakfast is served between 5:00 a.m. and 5:30 a.m., lunch is served between Noon and 12:30 p.m., and dinner is served between 7:30 p.m. and 8:00 p.m. The meal schedule complies with requirements of service intervals, from meal completion to meal served, not to exceed fourteen hours.

**C. Annual Certification of Menu**

On an annual basis, Contractor shall obtain certification of the regular menu from a registered dietitian and certification of the medical menu from a physician and a registered dietitian.

**D. Licensure**

Contractor shall secure and pay for all federal, state and local licenses, permits and fees required for food service operation.

**E. System Interface**

If services under this Contract require an interface between County's JMS and Contractor's Prima Web software application, Contractor shall be financially responsible for the cost of the interface. County will coordinate efforts with ATIMS and Contractor.

**F. In-Service Education**

Contractor shall maintain a training program administered during daily, weekly, and monthly training efforts, to communicate safe and sanitary food handling procedures to comply with mandated standards. Training will be documented and available for review by County.

**G. Compliance with Health Examinations**



Contractor employees shall submit to periodic health examinations as required by law and Contractor shall provide County with proof of compliance and examination results.

H. Compliance with PREA Requirements

Contractor onsite staff shall attend and complete a County in-house, four-hour Prison Rape Elimination Act orientation class prior to working in a County jail facility.

I. Professional Employees

During the term of this Contract, Contractor shall employ or retain the services of a registered dietitian and a physician to fulfill its responsibilities.

J. Staff Dining Supplies

Stock staff dining areas with supplies such as coffee, disposable cutlery, etc. as requested by the County Food Service Coordinator.

K. Monthly Meetings

Contractor shall meet with County monthly to conduct joint kitchen inspections and to discuss and resolve food service issues.

L. Records

Contractor shall keep complete and accurate records related to the County food service program and make data available to County in an electronic format. When requested, Contractor shall provide County with vendor purchase invoices to audit Contractor's markup percentage and product quality.

M. Compromised Facility Security

Contractor shall report lost, damaged, or misplaced keys, access cards, ID cards immediately to Facility Commander and be responsible for associated cost of replacement or re-keying applicable locks.

N. Obligation at Termination

Notwithstanding section 4 of Exhibit C, at the termination or expiration of this Contract, Contractor shall account for all County equipment used by Contractor to fulfill Contractor's responsibilities, remove any Contractor equipment on loan to the County, and return premises under control of Contractor to the County in the condition in which received except for ordinary wear and tear, except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence or stolen by persons other than employees of the Contractor without negligence of the Contractor.

### 3. ADDITIONAL CONTRACTOR WARRANTIES

A. Contractor Employees

(1) Contractor warrants that any Contractor employee performing services within the scope of this Agreement:

- ✓ Are at least 21 years of age;
- ✓ Have completed and passed a pre-employment criminal background check, including being fingerprinted. At County's expense and choice of location, Contractor employees will submit to a LiveScan criminal background check by December 2, 2024 with both County and Contractor named as recipients of any updates;
- ✓ 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

- (2) Contractor shall notify County immediately when a Contractor employee is arrested or is under criminal investigation, but in no event less than twenty-four hours after Contractor's knowledge of arrest or investigation.
  - (3) Contractor shall notify County immediately when a justice-involved person whom Contractor employee has a familial or close relationship is booked and/or housed in a Solano jail facility.
  - (4) Contractor warrants that all Contractor's staff are properly trained and certified in accordance with applicable California State food handling requirements.
  - (5) Contractor shall notify County immediately of any pending Contractor employee transfer or removal, but in no event less than forty-eight hours after Contractor's decision to transfer or terminate employee. The County reserves the right to reject any employee candidate without cause.
- B. Contractor warrants 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 including but not limited to food service, security, and health and safety standards. County reserves the right to deny access to Contractor or its employees if they fail to abide by County and/or Sheriff policies or procedures. Denying access shall not constitute a material breach of the Contract by the County.
- C. Contractor warrants its staff will avoid undue interference with facility operations to the best of Contractor's ability.

#### **4. SMALLWARES AND CLEANING SUPPLIES**

All smallwares and cleaning supplies purchased by Contractor for use in County facilities shall become property of the County.

#### **5. COMPETING USE OF KITCHEN**

Coordinate use of the CDF kitchen area with County's contracted commissary sales provider to allow the commissary sales provider to prepare hot commissary sales items from time to time.

#### **6. CONTRACT MONITORING**

County and Contractor shall meet quarterly, on mutually agreed upon dates and times, to review services provided in relation to scope of Contract including status of County goals and objectives, review monthly reports, proposed menu changes and/or adjustments, and resolve any operational issues.

#### **7. CLEARANCE REQUIREMENTS**

- A. Upon requesting entrance into the County facility or anytime they are within the security perimeter of the facility, Contractor employees will be subject to search of their person and/or their personal belongings.
- B. While inside the facility, Contractor employees must wear authorized identification badges that include an employee photo in a visible manner. Employees who fail to display their ID badge

may be denied access to the facility.

- C. Contractor employees that are suspected of being under the influence of alcoholic beverages or drugs will be denied access to the facility.
- D. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, illegal drugs, cell phones, audio/video recording devices, or items deemed contraband.
- E. Pursuant to Article 3, Section 1320 of CA Title 15, Contractor personnel, who may be present at the facility, shall have such clearance and qualifications as may be required by law, and their presence at the facility shall be subject to the approval and control of the facility manager.

#### **8. EMERGENCY AUTHORITY**

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

#### **9. REPORT ACCIDENTS AND UNSAFE CONDITIONS**

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

#### **10. PUBLIC STATEMENTS**

Except as required or authorized by federal, state, or local law; judicial order; or as permitted by the County, the Contractor shall not make any oral or written public statements related to County's food service program without first consulting with County. County shall initiate all press releases. Public statements include, but not limited to, statements to the press, conference presentations, lectures, or articles.

#### **11. TESTIMONY**

Except as required or authorized by the terms of this Contract, or by permission of the County, the Contractor shall not testify in any litigation or proceeding with regard to the status of the County's compliance or noncompliance with the National Standards; or any act or omission of the County or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Contractor is lawfully compelled to provide such information, the Contractor shall promptly notify the County. Nothing in this section will preclude Contractor from providing testimony in any litigation or proceeding to enforce the provisions of this Agreement or any other agreement between Contractor and County.

#### **12. ACCREDITATION**

If the County chooses to seek accreditation for its food service program, Contractor shall assist County in the development and implementation an accreditation plan and the completion of any required documents. Contractor shall also cooperate with accreditation authorities.

#### **13. FACILITY CLOSURE**

Should it be necessary for County to discontinue kitchen operations at CDF due to a facility closure,

Contractor shall assist County in standing up the JCDF kitchen.

**14. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT**

Without the express written consent of County, Contractor shall not use County facilities and equipment for any purpose outside the scope of this Contract.

**15. CATERING SERVICES**

County has no obligation to use Contractor for special event catering services and Contractor has no obligation to provide catering services. Any requested services outside the scope of this Contract shall require County and Contractor to execute a separate agreement per occurrence. Execution of such a per occurrence agreement shall not obligate either party or limit either party's rights involving subsequent service requests.

**16. OTHER PURCHASES**

Whenever practical, Contractor shall assist County, through use of Contractor's buying power, to purchase goods at a discounted price to include an acceptable agreed upon markup percentage not to exceed ten percent. Any requested purchase outside the scope of this Contract shall be considered a separate transaction and require a purchase order from County.