



**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.

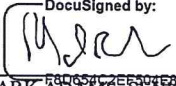
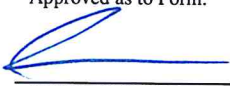
As compensation for allowing the Contractor to provide inmate commissary services on County premises, the Contractor will compensate the County at 40% of the gross amount of sales of all products excluding agreed upon items (ie.; stamps, pre-stamped envelopes, pre-paid phone time, debit cards and indigent 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
<p>DocuSigned by:</p> <p>By </p> <p>MARK ADAMS, SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER 8/18/2020</p>	<p>By _____</p> <p>BIRGITTA E. CORSELLO, COUNTY ADMINISTRATOR</p> <p>Approved as to Form:</p> <p>By </p> <p>COUNTY COUNSEL, DEPUTY <i>R. Fitzgerald</i></p>