

Amendment No. 4 to Agreement for Yamhill County Jail - Food Services

THIS AMENDMENT NO. 4 is entered into this 16 day of June, 2016 by and between the **Yamhill County**, a political subdivision of the State of Oregon, acting by and through the Sheriff's Office ("County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

WITNESSETH:

WHEREAS, the County and ARAMARK did on July 9, 2011, enter into an Agreement for the management of the food service operation at the Yamhill County Jail and the Yamhill County Juvenile Detention Center (as amended, the "Agreement");

WHEREAS, the Yamhill County Jail houses adult offenders and the Yamhill County Juvenile Detention Center houses juvenile offenders;

WHEREAS, the parties acknowledge the need to address the volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth, effective as of July 1, 2016.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** Paragraph 3 of the Agreement shall be deleted in its entirety and replaced with the following:

"Effective date; Expiration date. This Agreement is effective as of the Effective Date and Contractor will continue to provide Services in accordance with the terms of this Agreement for the duration of the initial term of this Agreement, unless previously terminated as provided herein. The initial term of this Agreement is from the Effective Date through June 30, 2018, unless otherwise amended or earlier terminated as provided herein. Upon the expiration of the initial term, the Agreement will automatically renew for an additional 12 month period, unless either party provides the other party with notice of its intent not to renew this Agreement, not less than 60 days prior to the end of the initial term. Agreement expiration does not extinguish or prejudice County's right to enforce this Agreement with respect to any default by Contractor that has not been cured."

2. **Price Adjustment:** In accordance with Paragraph 6 of the Agreement, the parties agree that the price per meal charged to the County by ARAMARK shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective

from July 1, 2016 through June 30, 2017, and shall supersede in all respects the price per meal set forth in Paragraph 6 of the Agreement or in any other prior agreements between the parties.

3. **Financial Commitment:** The following Paragraph shall be added to the Agreement:

"Financial Commitment: ARAMARK shall make a financial commitment to County in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) (the "Financial Commitment). County agrees to invest the Financial Commitment in kitchen equipment at the County facilities. The Financial Commitment shall be amortized on a straight-line basis over a period of two years (the "Amortization Period"), commencing upon the effective date of this Amendment. County shall hold title to the equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon the expiration of the Amortization Period. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall have the option to purchase the equipment from ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Amendment at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. If the County does not exercise the option to purchase the equipment, ARAMARK shall retain title to the equipment and shall remove it from the Facility within thirty (30) days of the expiration or termination of the Agreement."

4. **Effect of Amendment:** Except as hereinabove provided, said Agreement is hereby in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

**Yamhill County
State of Oregon**

By: Mark R. Adams
Mark R. Adams
Vice President - Finance

By: Mary Starkett
Name: Mary Starkett
Title: Chair, Board of Commissioners

Approved ^{As To Form}
by: Christian Boenisch
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
6-16-16 by Board Order
16-236

Attachment A

**Yamhill County Jail
Effective July 1st, 2016, through June 30th, 2017**

Inmate / Staff Combined Population

<u>Population*</u>	<u>Price Per Meal</u>
197 – 206	\$ 1.572
207 – 216	\$ 1.531
217 – 226	\$ 1.473
227 – 236	\$ 1.458
237 – 246	\$ 1.432
247 – 256	\$ 1.403
257 – 266	\$ 1.377
267 – 276	\$ 1.352
277 – 286	\$ 1.331
287 – 296	\$ 1.309
297 – 306	\$ 1.291

Juvenile Price per Meal = \$2.069

Juvenile Snack = \$0.578

Kosher Meal (for Juvenile & Adult) = \$1.536

*The population will be determined by dividing total inmate meals served per week by 21.