

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: MARCH 1, 2018

AGENDA ITEM NUMBER: 6

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF THE SHERIFF'S OFFICE, AND ARAMARK CORRECTIONAL SERVICES L.L.C. FOR LAW ENFORCEMENT DETENTION CENTER ON-SITE FOOD SERVICES CONTRACT (FORSYTH COUNTY SHERIFF'S OFFICE)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

### SUMMARY OF INFORMATION:

On May 14, 2012, the Forsyth County Board of Commissioners adopted a Resolution Awarding a three-year contract, with seven one-year extensions, for Law Enforcement Detention Center (LEDC) On-Site Food Services beginning July 1, 2012 and ending June 30, 2022 to Aramark Correctional Services, LLC. The attached Resolution authorizes the County Manager to execute amendments to the Agreement, as necessary, during the remaining term of the Agreement.

Due to an LEDC kitchen renovation project and, an increased inmate population, the current contract needs to be increased from \$1,174,000 to \$1,242,000, an increase of \$68,000.

According to the terms of the contract, Aramark is authorized to increase food plate prices under certain circumstances, such as a kitchen renovation project and mobile operations. Aramark originally estimated an increase of three cents per plate during the renovation, however, as the renovation project details became more certain, Aramark indicated there would be an increase in labor costs to supervise both the mobile kitchen and separate plating area, as well as additional food costs associated with a menu change, and other raw materials. The revised plate price increase is fourteen cents during the renovation project. The renovation project is expected to last a minimum of 20 weeks. This cost increase cannot be covered by the renovation project budget.

Secondly, the average daily inmate population (ADP) has been trending upward over the last year as a result of more local inmates (not Federal or State inmates) and is, in fact, 11% higher compared to the same period last fiscal year. Further, the ADP for January and February 2018 are expected to increase considerably more as a result of recent inclement winter weather and related Hall of Justice closings. In these events, inmate releases are delayed, increasing the inmate population for several weeks or months as court dates are re-scheduled.

No additional funds are requested as funds have already been set aside in contingency.

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_

*J. Kendrick Wether, Jr.*  
COUNTY MANAGER

DATE: February 28, 2018

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF THE SHERIFF'S OFFICE, AND ARAMARK CORRECTIONAL SERVICES, LLC FOR LAW ENFORCEMENT DETENTION CENTER ON-SITE FOOD SERVICES CONTRACT (FORSYTH COUNTY SHERIFF'S OFFICE)**

**WHEREAS**, on May 14, 2012, the Forsyth County Board of Commissioners adopted a Resolution awarding a three-year contract with seven one-year extensions for Law Enforcement Detention Center On-Site Food Services beginning July 1, 2012 and ending June 30, 2022 to Aramark Correctional Services, LLC; and

**WHEREAS**, the Sheriff's Office requests that the County Manager be authorized to execute amendments to the agreement, as necessary to continue services during the remaining term of the agreement, on behalf of Forsyth County, within funds included in the Budget Ordinance;

**NOW, THEREFORE, BE IT RESOLVED** that the County Manager is hereby authorized to execute, on behalf of Forsyth County, amendments to the agreement with Aramark Correctional Services, LLC for Law Enforcement Detention Center On-Site Food Services within budgeted funds, as necessary to continue the services during the remaining term of the agreement, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this the 1<sup>st</sup> day of March 2018.

**AMENDMENT 6  
TO AGREEMENT BETWEEN THE FORSYTH COUNTY SHERIFF'S OFFICE AND ARAMARK  
CORRECTIONAL SERVICES, LLC. FOR THE PROVISION OF INMATE FOOD SERVICES  
(ORIGINAL CONTRACT #2013-0068-00)**

THIS AMENDMENT NO. 6 is entered into this the 1<sup>st</sup> day of March, 2018, by and between Forsyth County, North Carolina (the "County") on behalf of the Forsyth County Sheriff's Office (the "Sheriff's Office"), and Aramark Correctional Services, LLC., (the "Provider");

WHEREAS THE PROVIDER and the FCSO entered into a contract dated July 1, 2012 for the provision of inmate food services (the "Agreement").

WHEREAS the parties desire to amend said Agreement as hereinafter set forth effective as of March 1, 2018.

**W I T N E S S E T H**

**I.**

The terms of this contract remain in accordance with the County's specifications and the Company's proposal, which are on file in the office of the City/County Purchasing Department and remain in effective and are incorporated herein by reference and made part hereof.

**II.**

Section II, paragraph 2 of Amendment 4 shall be deleted and the following language shall be inserted in lieu thereof:

The contract cost to the County shall-not-exceed **\$1,242,000** without the prior written consent of the County Manager, by Contract Amendment, which such consent shall not be unreasonably withheld.

III.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

**FORSYTH COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_  
William T. Schatzman  
Sheriff

By: \_\_\_\_\_  
J. Dudley Watts, Jr.  
County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

(SEAL)

**PROVIDER: ARAMARK CORRECTIONAL SERVICES, LLC.**

Tax ID Number: \_\_\_\_\_

By (AUTHORIZED SIGNATURE): \_\_\_\_\_

Name and Title (PRINT): \_\_\_\_\_

Date: \_\_\_\_\_



- b. Forsyth County Request for Proposal for LEDC On-Site Food Services and FCYC On-Site Food Services
- c. Contractor's Proposal

(2) The cost per meal to be paid to the Company by the County for Law Enforcement Detention Center and Forsyth County Youth Center Meals for the period from July 1, 2012 through June 30, 2013 shall be as follows:

| Law Enforcement Detention Center |           |                |                         |           |                |
|----------------------------------|-----------|----------------|-------------------------|-----------|----------------|
| Inmate Population Range          |           | Price Per Meal | Inmate Population range |           | Price Per Meal |
| From                             | To        |                | From                    | To        |                |
| 599                              | Below 599 | Renegotiate    | 775                     | 799       | 1.048          |
| 600                              | 624       | 1.163          | 800                     | 824       | 1.036          |
| 625                              | 649       | 1.143          | 825                     | 849       | 1.024          |
| 650                              | 674       | 1.124          | 850                     | 874       | 1.013          |
| 675                              | 699       | 1.107          | 875                     | 899       | 1.002          |
| 700                              | 724       | 1.092          | 900                     | 924       | 0.992          |
| 725                              | 749       | 1.076          | 925                     | 949       | 0.982          |
| 750                              | 774       | 1.061          | 950                     | Above 950 | Renegotiate    |

| Forsyth County Youth Center, Estimated Population | Price Per Meal |
|---|----------------|
| 15  | 3.00           |

- (3) The total number of actual meals served per week is divided by 21 in order to determine the price point on the sliding scale.
- (4) The term of this contact shall be effective July 1, 2012 and ending June 30, 2015 with the option to extend the contract term for up to seven (7) additional one (1) year periods per mutual agreement of the parties.
- (5) The specifications by the County, the proposal thereon by the Company, the advertisement by the County, all of which are on file in the office of the City/County Purchasing Department and further are incorporated into and made a part of this contract by reference, shall constitute the contact between the parties as though fully written herein for Law Enforcement Detention Center and Forsyth County Youth Center On-Site Food Services.
- (6) It is the expectation of Forsyth County that the Company will comply, and the Company agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the

Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

- (7) The unit prices set forth in this contract are firm for the period beginning July 1, 2012 and ending June 30, 2013. Unit prices for each 12 month period following the initial 12 months shall be negotiated by the parties 150 days prior to the beginning of each such period, including the two additional twelve (12) month periods in the initial contract ending 6/30/2015 and the seven (7) additional twelve (12) month extension periods. All proposed unit price adjustments by the Company must be submitted in writing via email to [business@fcso.us](mailto:business@fcso.us). However, in the event that no agreement is reached by the parties with respect to unit prices, the unit price will increase by an amount equal to the percentage change as reflected in the Annual Consumer Price Index unadjusted percent change as reported by the Bureau of Labor Statistics for the Food Away From Home Group published in the Consumer Price Index Detailed Report (Table 3 Consumer Price Index for all Urban Consumers: U.S. city average, detailed expenditure categories) or 3%, whichever is less. All unit price adjustments shall be valid beginning July 1 of each applicable twelve (12) month period and ending on June 30<sup>th</sup> of that same twelve (12) month period. The period for determining increases relative to the above referenced CPI shall be the % change applicable from December to December per the following schedule for all contract periods.

| Contract 12 Month Period |           | CPI % Change Dates |         |
|--------------------------|-----------|--------------------|---------|
| Begin                    | End       | From               | To      |
| 7/1/2013                 | 6/30/2014 | 12-2011            | 12-2012 |
| 7/1/2014                 | 6/30/2015 | 12-2012            | 12-2013 |
| 7/1/2015                 | 6/30/2016 | 12-2013            | 12-2014 |
| 7/1/2016                 | 6/30/2017 | 12-2014            | 12-2015 |
| 7/1/2017                 | 6/30/2018 | 12-2015            | 12-2016 |
| 7/1/2018                 | 6/30/2019 | 12-2016            | 12-2017 |
| 7/1/2019                 | 6/30/2020 | 12-2017            | 12-2018 |
| 7/1/2020                 | 6/30/2021 | 12-2018            | 12-2019 |
| 7/1/2021                 | 6/30/2022 | 12-2019            | 12-2020 |

- (8) The Company agrees to defend, indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, expenses (including attorneys' fees), costs or liability for negligent or intentional acts or omissions of the Company, its employees, agents or other

representatives. However, it is expressly understood that Company shall not be responsible for damages caused by detainees, unless they are authorized to act on Company's behalf. The County agrees to defend, indemnify and hold harmless the Company, its officers, employees, and agents, from and against any and all claims, expenses (including attorneys' fees), costs or liability for negligent or intentional acts or omissions of the County, its employees, agents or other representatives. Each party shall promptly notify the other, in writing, of any claim or losses for which indemnity is sought, and shall cooperate with the other party in the investigation, defense, and settlement of any such indemnified claim.

- (9) The Company may not assign this contract without the County's prior written consent, except that the Company may assign this contract to a wholly owned affiliate of the Company without consent. The term "wholly owned affiliate" means any corporation or limited liability company totally owned and controlled by the Company.
- (10) The contract may be terminated by the County by giving 120 days written notice to the Company. In the event of termination, the County will pay the Company for meals ordered and/or served, whichever is greater, up to and including the effective date of termination. In the event that the County pays for the cost of supplies or materials obtained for use under this contract, such supplies and materials will become the property of the County and will be delivered to the County as designated by the County.
- (11) The County acknowledges that it has received an insurance certificate from Company in satisfaction of the County's specifications and in lieu of providing a copy of Company's insurance policies.
- (12) The Company shall submit to the County on the first day of every week, for the preceding week invoices for inmate/staff meals ordered and/or served, and any additional food, beverage or other services covered by this contract. There shall be two invoices, one for LEDC services and one for FCYC services, which shall reflect the preceding week's food services detailing the exact number of meals ordered and/or served on a daily basis as follows:
  - Actual number of Inmate meals
  - Actual number of staff/visitor meals
  - Any additional food, beverage or other services covered by this contract



The Company shall provide the County with comprehensive monthly summaries of meals, services and credits, one for the LEDC and one for the FCYC. These summaries shall be forwarded in electronic format to the Detention Center Administrator or his designee each month and to the Forsyth County Sheriff's Office Business Office.

Payment shall be made by the County to ARAMARK Correctional Services, LLC within twenty-one (21) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC  
P.O. Box 406019  
Atlanta, Georgia 30384-6019

If any invoices are not paid within thirty (30) days of the invoice date, interest may be charged on the unpaid balance at the maximum legal rate permitted, computed from the 30<sup>th</sup> day after the invoice date until the date paid.

- (13) The Company shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the facility kitchen. The number of inmates required shall be determined by the County liaison and Company's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. If the Company incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by the County or by the Company at the direction of the County, which the Company would not have taken but for the County's direction, the County shall reimburse Company for such costs.

- (14) In the event of a Force Majeure, the Company shall not be relieved of its responsibility to provide meal service under the terms of this Agreement; however, the County agrees to permit reasonable variations in the Company's menu cycle, and service methods to assist the Company during a Force Majeure. Documented additional costs, if any, incurred in providing service in

the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

- (15) Food, beverage and other services required by the County outside the scope of this Agreement shall be provided by the Company upon written authorization by the County at mutually agreed upon prices for such services.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Company has caused this contract to be legally executed, in duplicate, each of which shall constitute an original, all as of the day and year first above written, with its corporate seal having been affixed hereto by its proper officers, all as provided by law.

ARAMARK CORRECTIONAL SERVICES, LLC

ATTEST  
By: [Signature]  
Title: Assistant Secretary

By: [Signature] (SEAL)  
David Kimmel  
(PRINTED NAME)  
Title: Vice President Finance  
Date: 9-18-12

IN WITNESS WHEREOF, the County has caused this contract to be legally executed, in duplicate, each of which shall constitute an original, all as of the day and year first above written, with its County seal having been affixed hereto by its proper officers, all as provided by law.

FORSYTH COUNTY, NORTH CAROLINA

ATTEST  
By: [Signature]  
CLERK TO THE BOARD

By: [Signature] (SEAL)  
J. Dudley Watts, Jr.  
(PRINTED NAME)  
Title: County Manager  
Date: 10-5-12



Attested as to form and legality  
OCT 03 2012  
FORSYTH COUNTY, N.C.  
By: [Signature]  
Assistant County Attorney

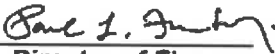
[Signature]  
William T. Schatzman  
Sheriff  
Date: 9-21-12

Contract #2013-0068-00: Aramark Correctional Services- Detention Center & Youtl

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

10/3/2012

**Date**



**Director of Finance**