

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 06/20/23 BC 07/11/23
<b>Subject:</b>	Food Services Contract Amendment No 3 with Aramark Correctional Service, LLC
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Rosa Garcia
<b>Reviewed By:</b>	David Wheeler
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

The purpose of this Food Services Contract Amendment No. 3 is to amend Article I, Section 1.3 ("Term of the Contract") to extend the Contract for an additional one-year period, from July 1, 2023 to June 30, 2024, amend Article 6 Section 6.1 ("Fixed Price Per Meal") to update and replace in its entirety Attachment G to be consistent with the Consumer Price Index, amend Article 6 Section 6.3 ("Billing to SPONSOR"), and amend Article 7 Section 7.11 ("Notice").

Due to the 2023 rate increase the contract "do not exceed" limit will need to be increased by \$200,000 above the current contract amount of \$430,000, therefore, we are amending the contract to increase the do not exceed limit to \$630,000.

The term of Amendment No. 3 will commence July 1, 2023 and shall expire June 30, 2024. The Amendment is backdated to July 1, 2023, so that services are not interrupted. The delay in execution is as a result of negotiations of "Fixed Price Per Meal" due to Aramark's inflationary increases, both in product and labor.

The Juvenile Court Administrator recommends amending the Food Services Contract with Aramark Correctional Services, LLC.

## Fiscal Impact

The do not exceed of \$630,000.00 will be paid out of the current Juvenile Operations Department 171 budget. No supplement required.

## Recommendation

The Juvenile Court Administrator recommends amending the Food Services Contract to Aramark Correctional Services, LLC for the period of July 1, 2023 through June 30, 2024.

## Suggested Motion

Approved as part of consent agenda.

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,  
WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIR OF THE BOARDS  
OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FOOD SERVICE  
CONTRACT AMENDMENT NO. 3 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE  
JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, LLC; APPROVED BY  
BENTON COUNTY RES. NO 2020 520 AND FRANKLIN COUNTY RES. NO. 2020 155

**WHEREAS**, the Benton-Franklin Counties Juvenile Justice Center currently contracts with Aramark  
Correctional Services, LLC for detention food services; and

**WHEREAS**, Aramark Correctional Services, LLC continues to provide food services to the Benton-  
Franklin Counties Juvenile Justice Center, Detention Unit; and

**WHEREAS**, the purpose of this Food Service Contract Amendment No. 3 is to amend Article I,  
Section 1.3. ("Term of the Contract") to extend the Contract for an additional one-year period, from  
July 1, 2023 to June 30, 2024, amend Article 6 Section 6.1 ("Fixed Price Per Meal") to update and  
replace in its entirety Attachment G to be consistent with the Consumer Price Index, amend Article  
6 Section 6.3 ("Billings to SPONSOR") to increase the do not exceed limit to \$630,000.00, and  
amend Article 7 Section 7.11 ("Notice"); **NOW, THEREFORE**

**BE IT RESOLVED**, that the Chair of the Board of Benton County Commissioners and the Chair of  
the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their  
respective county, the Food Service Contract Amendment No. 3 between Benton-Franklin Counties  
Juvenile Justice Center and Aramark Correctional Services, LLC for a consideration amount of  
\$630,000.00; and

**BE IT FURTHER RESOLVED**, that the term of the Food Services Contract Amendment No. 3 shall  
commence on July 1, 2023 and shall expire on June 30, 2024.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Commissioner

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES

Hon. Jacqueline Shea-Brown  
Hon. Joseph M. Burrowes  
Hon. Samuel P. Swanberg  
Hon. David L. Petersen  
Hon. Jacqueline I. Stam  
Hon. Norma Rodriguez  
Hon. Diana N. Ruff

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DAVID WHEELER, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL  
ARTHUR D. KLYM  
BRANDON P. HOLT  
Court Commissioners

### FOOD SERVICE CONTRACT AMENDMENT NO. 3

This Contract Amendment No. 3 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "SPONSOR"), and Aramark Correctional Services, LLC., with its principal offices located at the Aramark Tower, 2400 Market Street, Philadelphia, PA 19103 (hereinafter referred to as "FSMC").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract, numbered as Benton County Resolution No. 2020 520 and executed on August 4, 2020 and Franklin County Resolution No. 2020 155 and executed on July 21, 2020 (the "Contract"), the parties agree to amend the Contract as follows:

1. Article 1 Section 1.3 ("Term of the Contract") of the Contract, shall be amended in its entirety, and shall read:
  - 1.3 In accordance with Article 1 of the Contract ("Term of the Contract"), the parties agree to extend the Contract for an additional one-year period, from **July 1, 2023 to June 30, 2024**. The contract is subject to one (1) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [7 CFR 210.16(d)]. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to USDA donated foods.

2. Article 6 Section 6.1 ("Fixed Price Per Meal") is deleted and replaced by the following:

Fixed Price Per Meal. The SPONSOR and the FSMC have mutually agreed upon the per meal charge on each invoice shall reflect no more than the per meal cost scale per Attachment G.

The SPONSOR will not pay for unconsumed meals prepared in excess of the counts provided by Master Control.

Per snack charge on each invoice shall reflect no more than \$.690 (sixty-nine cents) per snack. (7 CFR 210.16(c))

Special catering functions, staff coffee service, medical purchases and other auxiliary food services requested of the FSMC in advance by the Counties may be provided by the FSMC and billed to the SPONSOR at a price agreed upon prior to each requested function.



The SPONSOR will not pay for any meals that are spoiled, nor will the SPONSOR pay for any meals that do not meet National School Lunch Program (NSLP) Requirements.

Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers: U.S. City Average – Food Away From Home for the 12-month period ending December 2022 of the previous contract year.

3. Article 6 Section 6.3 ("Billings to SPONSOR") is deleted and replaced by the following:

Billings to SPONSOR. No sales tax applies to FSMC invoices for managing the food service operation of the SPONSOR.

- A. The maximum total amount payable by the SPONSOR to the FSMC under this Contract shall not exceed Six Hundred Thirty Thousand Dollars (\$630,000.00).

4. Article 7 Section 7.11 ("Notice") of the Contract, shall be amended in its entirety, and shall read:

- 7.11 Any notice or communication required or permitted under this contract shall be dated, in writing, and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the SPONSOR:

David Wheeler, Administrator  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336  
(509) 737-2745  
[David.Wheeler@co.benton.wa.us](mailto:David.Wheeler@co.benton.wa.us)

Notices to the FSMC:

Michael Elchenko, Vice President, Growth  
2400 Market St.  
Philadelphia, PA 19103  
[elchenko-michael@aramark.com](mailto:elchenko-michael@aramark.com)

Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

Except as expressly provided in this Contract Amendment No. 3, all other terms and conditions of the original Contract remain in full force and effect.

This Amendment No. 3 is effective as of July 1, 2023.

ARAMARK Correctional Services, LLC.	Benton Franklin Counties Juvenile Justice Center
<div>DocuSigned by:  8DD54D02B0CD4AA... 5/31/2023</div>	<div> 6/5/2023</div>
<b>Stephen Yarsinsky</b> Vice President Finance Date	<b>David Wheeler</b> Juvenile Court Administrator Date
<div><b>BENTON COUNTY APPROVAL</b>  Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney Date 06/01/23</div> <div>By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u></div> <div>Date: _____</div> <div>Attest:</div> <div>Clerk of the Board: _____</div>	<div><b>FRANKLIN COUNTY APPROVAL</b>  Approved as to Form:  _____ Deputy Prosecuting Attorney Date</div> <div>By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u></div> <div>Date: _____</div> <div>Attest:</div> <div>Clerk of the Board: _____</div>

## Attachment G

### Fixed Price Per Meal

**Benton County Juvenile Justice Center**  
**Effective July 1, 2023 through June 30, 2024**

Number of Meals Served Including Youth and Staff			Fixed Price per Meal (Including 26.4% increase)
1	To	29	\$6.992
30	To	34	\$6.836
35	To	39	\$6.146
40	To	44	\$5.630
45	To	49	\$5.227
50	To	54	\$4.905
55	To	59	\$4.643
60	To	64	\$4.423
SNACK PRICES			\$0.690