



Agenda Item Number: 4-18-13.8A

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission

Meeting: April 18, 2013

Division / Elected

Office: Detention Center

Staff Contact: Al Casamento, Director

Title of Item: Amendment No. 2 for Prisoner/Staff Meal and Commissary Services

Action Requested: Motion to Approve Amendment No. 2 to Operating Agreement for Prisoner/Staff Meal and Commissary Services Between Sandoval County and Aramark Correctional Services, LLC, for a One-Year Renewal and Authorize the County Manager to Approve Amendment No. 2 and Subsequent Amendments

Summary: This is the second annual renewal to the original Operating Agreement approved September 26, 2010, which allowed for three annual renewals.

Aramark Correctional Food Services has provided quality meals and commissary services for the Detention Center inmates.

Attachments: Amendment No. 2

FISCAL IMPACT

The price per meal matrix provides pricing scales to adjust for the current inmate population and the Sandoval County Detention Center will be able to operate within the current budget funds.

There is no cost to the Sandoval County Detention Center for the Commissary Services.



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STAFF ANALYSIS SUMMARY

County Manager:

Recommend Board of County Commission approval. PPR 04/11/2013

**Initiating Elected Official /
Division Director:**

Sandoval County has very good relationship with Aramark and they have provided a quality service to the detention center. Recommend Approval. AGC 04-05-2013.

Legal:

Approved as to form. PFT 4/9/2013

Finance:

Recommend Approval-CCH 4/9/13

Amendment No. 2 to Operating Agreement

THIS AMENDMENT NO. 2 (the "Amendment"), is entered into this ___ day of February, 2013 by and between **County of Sandoval, New Mexico** ("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, County and ARAMARK entered into an Operating Agreement dated September 26, 2010 for the management of the food and commissary service operation at the Sandoval County Detention Center (as amended, the "Agreement");

WHEREAS, Section 7 of the original agreement allows for three (3) additional one year (1) renewals;

WHEREAS, the agreement was renewed by amendment on February 2, 2012;

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

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective February 1, 2013.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said 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:** In accordance with Paragraph 7 of the Agreement, the term of the Agreement shall be renewed for a one-year period, effective from September 26, 2012 through September 30, 2013.
- 2. Price Per Meal:** In accordance with Paragraph 3.B of the Agreement, the parties agree that the price per meal charged to County by ARAMARK shall be changed as set forth on Attachment A based upon the mutual agreement of the parties. The first pricing scale in Attachment A is effective from September 26, 2012 through January 31, 2013; the second pricing scale in Attachment A is effective from February 1, 2013 through September 30, 2013.
- 3. Commissary Commissions:** Paragraph 3.D of the Agreement is hereby deleted in its entirety and replaced with the following:

"D. COMMISSARY COMMISSIONS: ARAMARK shall pay to the County a commission in an amount equal to Sixteen percent (16%) of Net Sales of all Products, other than tobacco products, stamps and pre-stamped envelopes, telephone calling cards, and Indigent Products provided by ARAMARK. Within fifteen (15) days after the end of each month, ARAMARK shall deliver the County a check covering commissions on Net Sales made during such month"
- 4. Effect of Amendment:** Except as provided herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

**County of Sandoval
State of New Mexico**

By: _____
Mark R. Adams
Vice President, Finance

By: _____
Name: Phillip Rios
Title: County Manager

Attachment A

County of Sandoval

Effective September 26, 2012 through January 31, 2013:

<u>Population*</u>	<u>Price Per Meal</u>
151-200	\$1.662
201-250	\$1.585
251-300	\$1.530
301-350	\$1.410
351-400	\$1.312
401-450	\$1.256
451-500	\$1.205
Kosher/Religious Meal	\$2.100

Effective February 1, 2013 through September 30, 2013:

<u>Population*</u>	<u>Price Per Meal</u>
50 – 64	4.915
65 – 79	3.984
80 – 94	3.402
95 – 109	3.004
110 – 124	2.715
125 – 139	2.495
140 – 154	2.322
155 – 169	2.182
170 – 184	2.067
185 – 199	1.971
200 – 214	1.889
215 – 229	1.819
230 – 244	1.758
245 – 259	1.771
260 – 274	1.720
275 – 289	1.674
290 – 304	1.633
305 – 319	1.596
320 – 334	1.563
335 – 349	1.532
350 – 364	1.504
365 – 379	1.479
380 – 394	1.455
Kosher/Religious Meal	\$2.100

*The total number of inmate meals served per week shall be divided by 21 in order to determine the price point on the sliding scale.