



Contract Number
16-913 A4

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Aramark Correctional Services, LLC
Contractor Representative	Stephen Yarsinsky
Telephone Number	(800) 877-7090
Contract Term	12/06/2016 to 11/30/2024
Original Contract Amount	-----
Amendment Amount	-----
Total Contract Amount	-----
Cost Center	-----

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 4

Contract No. 16-913 to provide Commissary Services by Aramark Correctional Services, LLC to the Sheriff/Coroner/Public Administrator is hereby amended effective May 31, 2024, as follows:

- (1) To replace Section D – TERM OF CONTRACT, in its entirety, with the following:

D. TERM OF CONTRACT AND TERMINATION OF CONVENIENCE

The Contract shall commence on December 6, 2016 ("Effective Date") through November 30, 2024 ("Termination date"). The Contract may be terminated earlier in accordance with provisions of the Contract. The County and the Contractor each reserve the right to terminate the Contract, for any reason, at any time during the term or any renewal extension, upon a thirty (30) days' written notice of termination to the other party. Either party may terminate the Contract upon a breach or default of the Contract by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to, up to, and including the effective day of termination, at the rates and within the payment periods set forth in this Contract. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

Upon expiration or any termination of this Contract, the parties will negotiate a possible purchase of Contractor's usable inventory of products and supplies located on County's property.

(2) To replace subsection F.1 in section F. – FISCAL PROVISIONS, in its entirety, with the following:

F.1 Revenue due to County after the Effective Date of this Contract Amendment, represents a Minimum Annual Guarantee ("MAG") of \$2,750,000, or 43% of commissionable revenue, whichever is higher. Additionally, for the period of June 1, 2024 through November 30, 2024 the commissionable rate is set at 38%. Contractor shall be responsible for paying all applicable taxes. Commissionable revenue shall be based on Net Sales. Net Sales shall exclude (a) all sales of stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Kits, any returned, undelivered, or rejected merchandise, any items that may not be marked up for re-sale, i.e., stamps, and (b) any applicable sales or use tax. MAG payments will be paid in twelve monthly installments due on the 10th day of each month for the duration of this Contract. Commissions on revenues in excess of the MAG shall be payable directly to the Inmate Welfare Fund within 30 days of the anniversary date of the Contract's Effective Date. Payment may be by way of electronic fund transfer described in F.4

Except as amended, all other terms and conditions of the Contract remain as stated therein.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Jennifer Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy



Aramark Correctional Services, LLC
(Print or type name of corporation, company, contractor, etc.)

By *Stephen Yarsinsky*
(Authorized signature - sign in blue ink)

Name Stephen Yarsinsky
(Print or type name of person signing contract)

Title Vice President of Finances
(Print or Type)

Dated: 05/15/24

Address 2400 Market Street
Philadelphia, PA 19103

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► <u><i>Grace B. Parsons</i></u> Grace B. Parsons, Deputy County Counsel	►	► <u><i>Kelly Welty</i></u> Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date _____	Date _____	Date _____



ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Aramark Correctional Services, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Aramark Services, Inc.	Parent
Union Supply Group, Inc.	Subsidiary

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.