



Contract Number

16-913 A7

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Carolina Mendoza, 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 12/05/2026
Original Contract Amount	-----
Amendment Amount	-----
Total Contract Amount	-----
Cost Center	-----
Grant Number (if applicable)	-----

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 7

Contract No. 16-913 to provide Commissary Services by Aramark Correctional Services, LLC to the Sheriff/Coroner/Public Administrator is hereby amended, effective May 19, 2026, as follows:

(1) To add subsection C.37, C.38, and C.39 in Section C – GENERAL CONTRACT REQUIREMENTS, as follows:

- C.37** Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203.18)
In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

- C.38** Use of Biobased Products (FAR 52.223-1)
Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.
- C.39** Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)
To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

(2) To replace D – TERM OF CONTRACT AND TERMINATION FOR CONVENIENCE, in its entirety, with the following:

D. TERM OF CONTRACT AND TERMINATION FOR CONVENIENCE

The Contract shall commence on December 6, 2016 (“Effective Date”) through December 5, 2026 (“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 ninety (90) 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.

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 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.

(3) 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 December 5, 2026 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

(4) To replace subsection K.3 in section K. – ENTIRE AGREEMENT, in its entirety, with the following:

K.3 ELECTRONIC SIGNATURES

This Contract and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

(5) To replace Attachment C – Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439) with an updated Attachment C – Levine Act – Campaign Contribution Disclosure.

Except as amended, all other terms and conditions of this 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, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

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

By ► _____
(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: _____

Address 2400 Market Street
Philadelphia, PA 19103

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Grace B. Parsons, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Carolina Mendoza, Chief Deputy Director of Sheriff's Administration

Date _____



ATTACHMENT C

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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:

_____ N/A _____

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):

_____ N/A _____

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: N/A

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.

N/A

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:

N/A

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If **yes**, please provide the contribution information in Question 11.

11. 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 acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.