



Contract Number

16-913 A-2

SAP Number

4400018532

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

Telephone Number

(800) 877-7090

Contract Term

12/6/2016 to 02/29/2024

Original Contract Amount

Amendment Amount

Total Contract Amount

Cost Center

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 2

Contract No. 16-913, to provide Commissary Services by Aramark Correctional Services, LLC to the Sheriff/Coroner/Public Administrator, is hereby amended effective February 8, 2022 as follows:

- (1) To replace Section D – TERM OF CONTRACT, 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 February 29, 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 one hundred and eighty (180) day 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, up to, and including to the effective day of termination, at the rates and within the payment periods set forth in the 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 add sub-section K.3 to Section K – ENTIRE AGREEMENT, as follows:

K.3 Due to the COVID-19 pandemic, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2020-030, the parties have agreed to the use of electronic facsimile, and/or digital signatures in the execution of the Contract and any of its subsequent amendments. Such signatures 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 Agreement upon request.

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

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, 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
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 _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 2400 Market Street

Philadelphia, PA 19103

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Richard D. Luczak, Deputy County Counsel	►	► Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date _____	Date _____	Date _____