

AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICES (PD 18-19.111)

THIS FIRST AMENDMENT is made and entered into by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 23-2778485, whose principal address is 2400 Market Street, Philadelphia, PA 19103.

WITNESSETH:

WHEREAS, on or about June 2, 2020, the County previously entered into an Agreement with Contractor for Inmate Food Services (P.D. 18-19.111) wherein the County agreed to pay Contractor at a rate of 0.919 per meal to include the required provision of paper supplies for kitchen operation and kitchen maintenance and repair; and

WHEREAS, paragraph 5 of the parties' agreement provides for annual price adjustments upon the Contractor's written request and, if approved, said adjustment shall be accomplished by written amendment to the Agreement; and

WHEREAS, the parties have agreed to amend the Agreement to increase the price per meal by 0.028 from the original bid price of 0.919 to 0.947 with the cost increase effective as of November 1, 2021; and

WHEREAS, the parties have agreed to amend the Agreement to include a provision relating to statutory "E-Verify" requirements in accordance with §448.095, Florida Statutes; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Effective November 1, 2021, paragraph 4 of the Agreement is amended as follows:
 4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor at a rate of ~~\$0.919~~ 0.0947 per meal to include the required provision of paper supplies for kitchen operation and kitchen maintenance and repair as further specified in the Contractor's Proposal, attached hereto as **Exhibit B**.
3. The Agreement is hereby amended to include the following provision:

Employment Eligibility Verification (E-VERIFY). In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to

likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

4. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the date last executed by the parties hereto.

6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Wesley J. Moreno, Interim County Administrator

Date: _____

BCC Approved: _____

Witness

Witness

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, DCA*

Date: 10-14-2021

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

By: _____

Date: _____

Witness

Witness