



# RESOLUTION No. 13-520

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING EXECUTION OF AN OPERATING AGREEMENT FOR A COMMISSARY SERVICES CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain personal services contract with Aramark Correctional Services, LLC, pertaining to commissary services paid for by inmates at the Wayne Brown Correctional Facility, for the period beginning July 1, 2013 through June 30, 2018. Revenue generated will be deposited in the Inmate Welfare Fund.

Funding: 1339 20301 153 1000 462000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10<sup>th</sup> day of December, 2013, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI  
Clerk of the Board of Supervisors

By: Donna Landi

Hank Weston  
Hank Weston, Chair

12/10/2013 cc: AC\* (Hold)

12/17/2013 cc: Sheriff\*  
ACS, LLC  
AC\*(releas)

## OPERATING AGREEMENT - COMMISSARY SERVICES

This **COMMISSARY AGREEMENT** (the "Agreement") is made as of Dec 10, 2013 between the **County of Nevada, California** with offices at 950 Maidu Ave, Nevada City, CA 95959 (the "County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

### WITNESSETH:

1. **GRANT:** The County hereby grants to ARAMARK the exclusive right to provide commissary services for its inmates, staff and visitors at the Wayne Brown Correctional Facility located at 950 Maidu Avenue, Nevada City, CA (the "Facility"). ARAMARK shall provide a large selection of food, candy and gum, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the "Products"), all of which shall be subject to the approval of the County. The County hereby approves all Products set forth on **Exhibit A** attached hereto.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **FACILITIES AND EQUIPMENT:** ARAMARK shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to ARAMARK's CORE<sup>®</sup> commissary management information systems (the "CORE<sup>®</sup> System") as necessary to support ARAMARK's commissary operations. The CORE<sup>®</sup> System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE<sup>®</sup> System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. To the extent that it is necessary for ARAMARK's or the County's employees to be trained to use the CORE<sup>®</sup> System, ARAMARK shall provide such training, provided that ARAMARK shall have no other training obligations hereunder.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for any County-owned equipment. The County shall run such cable and wiring, and shall perform such systems integration, as necessary to install the TouchPay kiosks and to enable the CORE<sup>®</sup> System to support ARAMARK's commissary operations. In addition, the County shall be responsible for development and other costs incurred by ARAMARK that are associated with the County's third party agreements, such as the agreement covering the County's or the facility's telephone system.

**B. FORCE MAJEURE:** In the event of a Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK's Product offerings and service methods. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

**C. PRODUCT DELIVERY:** ARAMARK shall timely deliver the Products ordered by inmates to the Facility.

**D. PERSONNEL:** ARAMARK shall provide management and supervisory personnel, and from ARAMARK's headquarters location, expert administrative and purchasing advice related to the commissary operation. All other commissary personnel shall be the County employees.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, technical manuals, policy and procedure manuals and plans, techniques, including but not limited to, the CORE® System, and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, the County agrees that supervisory employees of ARAMARK shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit supervisory employees of ARAMARK to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to ARAMARK, and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each ARAMARK supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

**E. EQUAL EMPLOYMENT OPPORTUNITY:** ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment

or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

**F. INSURANCE AND INDEMNIFICATION:** ARAMARK shall furnish certificates of insurance as follows:

a. **Commercial General Liability Insurance:** (County Resolution No. 90674)

Aramark shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed blanket additional insured endorsement attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing to ARAMARK'S;
- (iv) Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

b. **Automobile Liability Insurance:** (County Resolution No. 90676)

For each vehicle used including non-owned and hired automobiles, Aramark shall promptly provide proof of a Commercial Automobile Liability insurance evidenced by a certificate of insurance with properly executed blanket additional insured endorsement attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$300,000;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with ARAMARK's insurance;
- (iv) Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

c. **Worker's Compensation:** (County Resolution No. 90674)

Aramark shall maintain a worker's compensation insurance policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. Said policy shall waive all right of subrogation as against the County.

d. **Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

- (i) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Aramark changes insurance carriers during the term of this Agreement or any extensions hereof, then Aramark shall carry prior acts coverage.
- (ii) Insurance afforded by the additional insured endorsement shall apply as primary insurance and other insurance maintained by the County shall be excess only and not contributing with ARAMARK's insurance. Any insurance coverage (additional insured or otherwise) that Aramark provides for the County shall only cover insured liability assumed by Aramark in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County.
- (iii) At all times, Aramark shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the

current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Aramark shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement.

- (iv) Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

The County and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Nothing herein shall be construed as a limitation of ARAMARK's liability, and ARAMARK shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of ARAMARK, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents, volunteers and inmates at the Facility.

County shall indemnify, defend and hold harmless ARAMARK and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of County, except such loss or damage which was caused by the sole negligence or willful misconduct of ARAMARK or its officers, officials, employees, agents and volunteers.

**G. HAZARDOUS SUBSTANCES; PRE-EXISTING CONDITIONS.** ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises.



ARAMARK will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions.

**H. COMPLIANCE WITH LAWS:** Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

**I. LICENSE, FEES, PERMITS, AND TAXES:** ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the commissary operation. ARAMARK, as the retailer, shall be responsible for the collection and remittance of all applicable sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products.

**3. FINANCIAL ARRANGEMENTS:**

**A. PRODUCT ORDERS:** ARAMARK shall process orders for Products from inmates in accordance with ARAMARK's standard procedures.

**B. BILLING AND PRICES:** ARAMARK shall determine the prices at which Products shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK may increase its prices to recover such increased costs. Additionally, ARAMARK may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of ARAMARK's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values. ARAMARK shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term "Gross Sales" shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, and debit cards) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the County for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final and no returns will be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered. If an inmate is released prior to Product delivery and fails to claim such Product within seventy-two (72) hours after release, the inmate shall have the opportunity to return the Product for a full refund.

ARAMARK shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any.

**C. MANNER OF PAYMENT:** ARAMARK shall bill the County on a weekly basis for Gross Sales made during the immediately preceding week, together with any additional services provided during such week. Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC  
P.O. Box 406019  
Atlanta, Georgia 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 7 hereof.) If any invoices are not paid within twenty-five (25) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the rate of One percent (1%) per month.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within thirty (30) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the prevailing party agrees to pay reasonable attorney's fees and other costs in accordance with California Civil Code Section 1771.

ARAMARK shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

**D. COMMISSIONS:** ARAMARK shall pay to the County a commission in an amount equal to twenty-five percent (25%) of Net Sales. Within fifteen (15) days after the end of each month, ARAMARK shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, "Net Sales" means total Product and iCare package sales (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, and debit cards) less sales or use taxes and authorized returns.

**E. iCARE:** ARAMARK shall implement its iCare program at the Facility. ARAMARK shall determine the prices at which iCare items shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, ARAMARK may increase its iCare prices to recover such increased costs. No



returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when an iCare item purchased is delivered to the inmate.

**F. TOUCHPAY:** The parties acknowledge that ARAMARK has a contractual relationship with TOUCHPAY Direct, LP (“TouchPay”), a Texas limited partnership that is a third party supplier of payment processing services. ARAMARK shall implement payment processing services for commissary payments (“Services”) at the County’s Facility. TouchPay will accept commissary payments made by cash, credit card or debit card. TouchPay will charge each person who uses the Services a transaction fee in accordance with the fee schedule set forth on **Exhibit B**. ARAMARK will provide one (1) TouchPay lobby kiosk and one (1) TouchPay debit card reader.

**G. ADDITIONAL SERVICES:** Food, beverage and other services required by the Facility outside the scope of this Agreement (including Fresh Favorites) be provided by ARAMARK upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

Upon request, ARAMARK may from time to time provide training services to the County and its personnel, training such personnel in the operation of the CORE System. ARAMARK and the County shall agree on a fee for such training services prior to commencing the services, including any reimbursements to ARAMARK for travel, meals and lodging expenses, and the direct cost of training materials, incurred in connection with such training services.

**H. MATERIAL ADVERSE CHANGE:** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK’s control, including, but not limited to, a change in the scope of ARAMARK’s services, a decrease in the Facility’s inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs, Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside ARAMARK’s control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK’s prices or commission, modifications to the Product offerings and/or pricing, or modifications to ARAMARK’s scope of services.

**I. FINANCIAL COMMITMENT:** ARAMARK shall make a financial commitment to County in an amount up to Fifty-one Thousand Two Hundred Dollars (\$51,200)

(the "Financial Commitment). County agrees to invest the Financial Commitment in the Computer Equipment and CORE® System at the Wayne Brown Correctional Facility. Any equipment purchased by ARAMARK on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of the CORE® System and those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide ARAMARK with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of three (3) years, commencing upon the date that the Computer Equipment and CORE® System are fully installed, for the sole purpose that, upon expiration or termination of this Agreement by either party for any reason, except if ARAMARK terminates for convenience pursuant to Paragraph 6.A of the Agreement or if County terminates for default pursuant to Paragraph 6.B, prior to the complete amortization of the Financial Commitment, County shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to ARAMARK.

**J. PHONE SERVICE PROVIDERS:** In the event that there is a change in the phone service provider used at the Facility or in the process by which phone cards or phone time is sold to inmates, the County shall be responsible for the cost or shall cause the phone service provider to be responsible for the cost of the following: (1) any software development required by the change; (2) system integration; (3) use of ARAMARK hardware and software to sell phone service; and (4) any other cost incurred by ARAMARK, including but not limited to increased costs for labor, handling, and reporting.

**4. ACCESS AND RECORDS:** ARAMARK will maintain accurate books and records in connection with the commissary service operation and shall retain such records for twelve (12) months after the expiration or any termination of this Agreement.

**5. TERM OF AGREEMENT:** This Agreement shall commence on July 1, 2013, and shall continue through June 30, 2018. Thereafter, the County and ARAMARK may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the commission payable to the County, for the extension period, have been mutually agreed upon by the County and ARAMARK.

**6. TERMINATION:**

**A. TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

**B. TERMINATION FOR DEFAULT:** Either party may terminate this Agreement upon a breach or default of this Agreement 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.

**C. CONSEQUENCES OF TERMINATION:** If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all services provided by ARAMARK up to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The County's obligation to pay for services provided shall survive the termination or expiration of this Agreement.

**7. NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or five days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

**8. CONFLICTS OF INTEREST:** ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

**9. CONFIDENTIAL INFORMATION:** All financial, statistical, operating and personnel materials and information, including, but not limited to, the ARAMARK System, related to or utilized in ARAMARK's business (collectively, the "ARAMARK Proprietary Information") is and shall remain confidential and the sole property of ARAMARK and constitutes trade secrets of ARAMARK. ARAMARK shall clearly label all ARAMARK Proprietary Information. The County shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any ARAMARK Proprietary Information, shall be returned to ARAMARK. ARAMARAK may, at its sole cost and expense, defend against any

Public Records Act request for information that ARAMARK has labeled as proprietary if ARAMARK seeks to prevent the County from disclosing such information.

10. **ASSIGNMENT:** ARAMARK may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.

11. **PRESS RELATIONS:** ARAMARK shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

12. **EXTENT OF AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and ARAMARK and supersedes all prior negotiations, representations or agreements, either written or oral, including without limitation, any request for proposal, invitation to bid, bid specifications, bids, proposals or other similar documents. This Agreement may be amended only by written instrument signed by both the County and ARAMARK. There are no third party beneficiaries to this Agreement.

13. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

14. **WAIVER:** The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.


15. **GOVERNING LAW:** This Agreement shall be governed by California law. The venue for all actions arising out of the Agreement shall be Nevada County, California.

16. **Counterparts; PDF and Facsimile Signatures:** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

ARAMARK Correctional Services, LLC

By:   
Mark R. Adams  
Vice President, Finance

County of Nevada, California

By:   
Chairperson, Board of Supervisors

ATTEST:

By:   
Donna Landi, Clerk of the Board

APPROVED AS TO FORM:

By:   
Alison Barratt-Green, County Counsel



## NEVADA COUNTY

Prices do not include tax

PLU	Item	Price	PLU	Item	Price	PLU	Item	Price
	Beverages			Pastries			Gen Merch	
2001	COOL OFF BLACK CHERRY	\$0.35	3001	BROWNIE-FUDGE	\$1.59	5016	PINOCHLE CARDS	\$2.99
2002	COFFEE DECAF SINGLE	\$0.35	3003	CHO CHIP COOKIE	\$0.79	5017	PLAYING CARDS	\$2.99
2003	COOL OFF FRUIT PUNCH	\$0.35	3004	COOKIE-CHOCOLATE CREME	\$1.29	5018	POCKET DICTIONARY-ENG.	\$2.55
2005	HOT CHOCOLATE	\$0.39	3005	COOKIE-DUPLEX CREME	\$1.29	5019	POCKET DICTIONARY-SPAN	\$2.55
2006	COOL OFF ICED TEA	\$0.35	3006	COOKIE-PB CREME	\$1.29	5023	SOAP DISH-CLEAR HINGED	\$0.75
2008	SUGAR SUBSTITUTE	\$0.55	3007	COOKIE-VANILLA CREME	\$1.29	5024	SPOON-SOUP	\$0.06
2009	DECAFHOT TEA SINGLE	\$0.29	3008	HONEY BUN	\$1.45	5026	TUMBLER-PLASTIC	\$0.85
2011	C/L RASSBERRY	\$0.75	3009	ICED OATMEAL COOKIES	\$3.39	5027	WRITING TABLETS	\$1.69
2015	CREAMER 10 PACK	\$0.69	3010	OATMEAL RAISIN COOKIE	\$0.79	5040	GLASSES - 1.25	\$12.00
2016	CARNATION - CHOCOLATE	\$1.39	3011	GRANDMA PB COOKIE	\$0.79			
2017	CARNATION - VANILLA	\$1.39	3012	OATMEAL CREAM PIE	\$0.79		Health	
2021	DECAF COFFEE 4OZ	\$5.29	3013	RICE KRISPIE TREAT	\$0.79	1002	DEGREE DEODORANT	\$4.99
2025	CRYSTAL LIGHT LEMON	\$0.75	3030	APPLE TURNOVER	\$1.59	1003	AFRO PICK	\$0.75
	Candy		3032	SUGAR DONUTS	\$1.49	1004	AFTER SHAVE	\$4.69
2050	ATOMIC FIREBALL BAG	\$1.59	3033	CHOC CUPCAKE	\$1.49	1005	ATHLETES FOOT CREAM PK	\$0.39
2051	BABY RUTH	\$1.19		Food		1006	BABY POWDER	\$1.99
2053	CANDY SUGAR FREE	\$1.39	4000	GRAPE JELLY PACKETS	\$0.59	1007	BLUE MAGIC HAIR COND.	\$3.99
2054	HERSHEYS ALMONDS	\$1.19	4001	JAL CHEESE PACKET	\$0.89	1008	COCOA BUTTER LOTION	\$2.99
2055	JOLLY RANCHERS	\$1.49	4002	KOSHER PICKLE	\$1.79	1009	COCONUT OIL CONDITIONE	\$4.59
2056	LEMON DROPS	\$1.39	4003	CHEESE BITS	\$3.49	1010	COMB	\$0.50
2057	M&M PEANUT	\$1.19	4005	GRAHAM CRACKERS	\$3.99	1012	CONDITIONER VO5	\$3.69
2059	MILKY WAY	\$1.19	4007	HOT SAUCE PACKETS	\$0.29	1013	COTTON SWABS	\$2.99
2060	REESES PB CUP	\$1.19	4007	HOT SAUCE BOTTLE	\$1.89	1014	DIAL ROLL ON	\$3.49
2061	ROOTBEER BARRELS	\$1.39	4008	HOT SAUCE BOTTLE	\$1.89	1015	PALM BRUSH	\$0.99
2062	SNICKERS	\$1.19	4009	INSTANT RICE	\$2.09	1017	VO5 SHAMPOO	\$3.69
2063	THREE MUSKETEERS	\$1.19	4013	PEANUT BUTTER PACKET	\$0.89	1018	MULTI VITAMIN NO IRON	\$4.99
2068	KIT KAT	\$1.19	4017	HABANERO CHEESE TUB	\$3.75	1021	EMERY BOARD	\$0.16
2071	CHICK-O-STICK	\$0.45	4018	REFRIED BEANS	\$3.29	1022	EYELINER	\$2.39
	Chips & Snacks		4019	SALAMI STICK	\$0.99	1023	FOOT POWDER	\$2.49
3014	TOSTITOS - 3OZ	\$1.19	4020	SALTINE-SLEEVE	\$0.99	1024	GEL EXTRA SUPER HOLD	\$2.89
3015	BBQ CHIPS	\$0.99	4021	SOUP BAG BEEF	\$0.79	1026	HAIR BRUSH-CLUB	\$2.00
3016	CHEETOS CRUNCHIE	\$0.99	4022	SOUP BAG CHICKEN	\$0.79	1027	FLOSS LOOPS	\$3.25
3017	CHIPS-REGULAR RUFFLES	\$0.99	4023	SOUP BAG CHILI	\$0.79	1028	HALLS COUGH DROP STICK	\$1.89
3018	CORN CHIPS-CHILI CHEESE	\$0.99	4024	SOUP BAG PIC BEEF	\$0.79	1029	HYDROCORTISON CREAM-F	\$0.25
3019	CHEESE POPCORN	\$1.29	4026	SOUP BAG SHRIMP	\$0.79	1030	IBUPROFEN-2 PK	\$0.59
3020	CHEETOS JALPNO	\$0.99	4027	SPANISH RICE	\$1.89	1031	LIP BALM	\$1.39
3021	NACHO CHIPS-DORITOS	\$0.99	4029	TOASTER PASTRY STRAWBERRY	\$3.19	1032	LIPSTICK	\$2.29
3022	PEANUTS-SALTED	\$0.59	4030	TORTILLA-FLOUR	\$3.29	1033	LAXATIVE	\$0.59
3023	PORK RINDS	\$2.19	4032	TUNA POUCH	\$3.29	1034	MAGIC SHAVE	\$5.69
3024	JALAPENO CHIP	\$0.99	4033	CHICKEN POUCH	\$3.69	1035	MASCARA	\$2.99
3025	NUTRI-GRAIN BAR	\$1.09	4035	PEPPERONI STICK	\$1.99	1036	MOUTHWASH-ALC FREE	\$1.59
3026	CHEETOS FLAMIN HOT	\$0.99	4036	CHORIZO BEANS	\$3.89	1037	MULTI VITAMIN	\$4.99
3031	SPECIAL K PROTEIN BARS	\$1.59	4037	JALAP HOT SAUCE	\$2.89	1040	SHAMPOO 15 OZ	\$3.69
3034	TACO-LITOS	\$1.19	4038	JALAPENO SLICES	\$0.89	1041	DANDROFF SHAM 4OZ	\$1.39
3050	GENERAL MILL CEREAL BAR	\$1.39	4039	OATMEAL 10 PACK	\$4.99	1042	SHAVE CREAM - BRUSHLES	\$2.69
3055	NATURE VALLEY SALTLY NU	\$1.49	4041	RAISINS	\$4.89	1043	SHOWER CAP	\$0.39
4045	CHILE/LIMON PEANUTS	\$1.89	4042	TRAIL MIX	\$1.59	1044	DRY SKIN LOTION	\$2.99
4046	JALAPENITO CHIPS	\$1.69	4043	MAYO PACKETS	\$0.49	1045	SKIN CREAM MEDICATED	\$2.69
4047	SPICY CHILI TORTILLA CHIP	\$1.69	4044	SWEET & HOT MIX	\$1.19	1046	SOAP - IRISH SPRING	\$1.49
	Clothing		4054	SPAM	\$2.99	1047	SOAP - IVORY	\$1.39
6001	X STRAP THONG-LGE	\$1.50	4055	SALMON	\$3.49	1048	TUMS	\$1.39
6002	X STRAP THONG-MED	\$1.50		General Merch		1049	GAS X	\$0.79
6003	X STRAP THONG-SM	\$1.50	5001	ART BOOK	\$4.29	1050	TOOTHBRUSH	\$0.74
6004	X STRAP THONG-XL	\$1.50	5002	BOWL-PLASTIC	\$1.29	1051	TOOTHBRUSH HOLDER	\$0.70
6089	INSOLES	\$3.99	5003	CHECKERS	\$5.89	1052	TOOTHPASTE 1.3 OZ	\$2.09
6093	TENNIS SHOES - 8	\$15.99	5004	CHESS SET	\$7.99	1053	TOOTHPASTE-2.8 OZ	\$2.69
6094	TENNIS SHOES - 9	\$15.99	5005	COFFEE CUP	\$1.50	1060	SUNSCREEN SPF 30	\$1.50
6095	TENNIS SHOES - 10	\$15.99	5006	COLORLED PENCIL	\$3.89	1062	CONDITIONER 4 OZ	\$1.25
6096	TENNIS SHOES - 11	\$15.99	5007	DOMINOES- DOUBLE SIX	\$4.29	1064	SALINE SOLUTION	\$4.99
6097	TENNIS SHOES - 12	\$15.99	5009	ERASER-PENCIL TOP	\$0.15	1065	CONTACT LENS CASE	\$4.99
	Postage		5010	GREETING CARD-BDAY	\$1.99	1066	EAR PLUGS	\$0.49
9000	STAMPED ENVELOPES	\$0.61	5011	GREETING CARD-FRIENDSHIP	\$1.99	1068	ANTIFUNGAL CREAM	\$4.50
9010	POSTCARDS	\$0.45	5012	GREETING CARD-HOLIDAY	\$1.99	1070	ACNE MEDICATION 5	\$3.50
			5013	MANILLA ENVELOPE	\$0.45	1075	VASELINE	\$5.99
			5014	MANILLA FOLDER	\$0.29	1083	HAIR TIES	\$0.20
			5015	PENCIL-GOLF	\$0.15	1085	TAMPONS	\$0.25
						5028	WASH CLOTHS	\$0.60



**Nevada County, California**  
**EXHIBIT B – TouchPay Fees**

**CASH COMMISSARY DEPOSITS**

a. Cash

Amount of Deposit	Convenience Fee
\$0.00 to \$20.00	\$3.00
\$20.01 to \$50.00	\$5.00
\$50.01 to \$200.00	\$6.00

b. For credit card/debit card transactions, TPD will charge the Client a convenience fee of \$5.00 plus 3.5% of the face amount of each transaction.

**BAIL OR SELF-BOND**

As mutually agreed, TouchPay may offer self bonding capabilities to ARAMARK Clients.

The fee structure for this service is as follows:

a. For cash transactions, TPD will charge the Client a convenience fee of \$5.00 for the first \$200.00 of the deposit plus \$5.00 for each additional \$100.00 of incremental deposit over the first \$200.00 of the face amount of each transaction.

b. For credit card/debit card transactions, TPD will charge the Client a convenience fee of \$5.00 plus 7.5% of the face amount of each transaction.

**DEBIT RELEASE CARD**

As mutually agreed, TouchPay may offer Futura debit release card capabilities to ARAMARK Clients.

The fee structure for this service is as follows:

<b>Weekly Account Maintenance (only fee that is delayed 30-52 hrs)</b>	<b>\$2.50</b>
PIN POS Purchase	FREE
POS Signature Purchase	FREE
Declined PIN Purchase	FREE
Declined Signature Purchase	\$0.50
ATM (In & Out of MoneyPass Network)	\$2.50

ATM-International	\$4.95
ATM-Balance Inquiry	\$1.00
ATM-Balance Inquiry International	\$1.50
Cash Back at POS (Subject to PIN POS Purchase Fee)	FREE
Card to Card Money Share	\$3.95
Card to Bank Funds Sharing	FREE
PIN Rejection	FREE
Paper Statement	\$3.00
Online Statement	FREE
Replacement Card	\$4.95
Card Balance Refund Fee - Paper Check	\$9.95
Bank Cash Advance	\$4.95
Inactivity Fee (Charged for "Inactivity" which, for the purposes of this Agreement shall mean no purchase, ATM, or loading activity for a period of ninety (90) consecutive days)	\$6.95
Automated Customer Service (VRU) (1 Free VRU <b>Balance Inquiry</b> per Month; \$0.50 thereafter)	FREE/\$0.50
Live Customer Service (1 Free <b>Live Agent Call</b> per Month; \$3.95 thereafter)	FREE/\$3.95
Foreign Transaction Fee	3%