
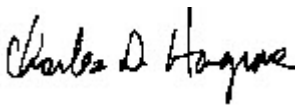

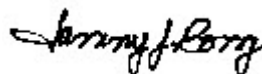
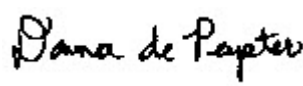


Date: 05/01/2018		AGENDA ITEM		Item: Q	
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution	
<input checked="" type="checkbox"/> Other					
County Goals					
<input type="checkbox"/>	Thriving Communities	<input type="checkbox"/>	Economic & Financial Vitality	<input type="checkbox"/>	Excellence In Government
				<input checked="" type="checkbox"/>	NA
Department: Public Protection					
Division: Corrections					
Subject: Renewal of agreement with Aramark Correctional Services, LLC, for inmate banking and commissary services, 14-P-61RF.					
Terry Boczkus Proxy for Terry Sanders Director Public Protection Department Approval		Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures		Legal Charles Hargrove Deputy County Attorney  Approved as to Form and Legality	
Flowers, Mark  Division Approval		Tammy Bong Director Management and Budget  Approved as to Budget Requirements		County Manager's Office Donna de Peyster Deputy County Manager 	
Council Action:					
Modification:					
Fund Number(s):		Description:		Amount:	
123 Corrections-welfare Trust		Revenue Inmate Commissary Fund-Commission Sales		\$800,000.00	
Total Item Budget: \$800,000.00					
Staff Contact(s):		Phone:		Ext.	
Terry Sanders		386 740 5120		16620	
Mark Flowers		386 254 1515		13505	
Summary/Highlights:					
On May 21, 2015, the county council approved a three (3) year agreement with two (2) one-year renewal options to Aramark Correctional Services, LLC, of Philadelphia, Pennsylvania, for inmate banking and commissary services. Staff recommends approval of the first one-year renewal option with an anticipated annual revenue of \$800,000.					
A copy of renewal amendment No. 1 is attached. Copies of the complete agreement and					

related exhibits are available for review in the purchasing and contracts division.
Recommended Motion: Approval.

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
ARAMARK CORRECTIONAL SERVICES, LLC

This Amendment No. 1 to the Agreement between County of Volusia, Florida and ARAMARK CORRECTIONAL SERVICES, LLC., for integrated inmate banking and commissary services is hereby made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and ARAMARK CORRECTIONAL SERVICES, LLC., 1101 Market Street, Philadelphia, PA 19107, duly authorized to conduct business in the State of Florida (hereinafter "Contractor").

Recitals

WHEREAS, the County and the Contractor entered into an Agreement under which the Contractor agreed to provide integrated inmate banking and commissary services with an initial term of July 22, 2015 through July 21, 2018, with two available subsequent one (1) year extension terms upon county council approval ("Agreement"); and

WHEREAS, the County and the Contractor desire to amend the Agreement through this Amendment No.1 by exercising the County's option to extend the Agreement for the first of two available extensions pursuant to Section 7.1 – Term of Agreement, thus extending the term of the Agreement through July 21, 2019; and

WHEREAS, the County and the Contractor desire to amend the Agreement through this Amendment No.1 by revising Section 1.13 – Definition of County; and

WHEREAS, the County and the Contractor desire to amend the Agreement through this Amendment No.1 by revising Section 8 – Limitations of Liability and Indemnification; and

WHEREAS, the County and the Contractor desire to amend the Agreement through this Amendment No.1 by revising Section 11.8 to reflect a legislative amendment to § 119.0701, Florida Statutes (Florida Public Records Law).

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 1, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No.1.

2. The parties agree to extend the term of the Agreement by exercising the first of two renewals authorized in Section 4 – Term of Agreement thus extending the Agreement through July 22, 2019.
3. The parties agree to amend Section 1.13 – Definition of County to read as follows:

“**County**” shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by Agreement to provide additional insured status.

4. The parties agree to amend Subsection 8.1 – Indemnification to read as follows:

8.1 Indemnification.

8.1.1 The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by Agreement to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney’s fees, arising out of, resulting from, or incident to Contractor’s performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

8.1.2 In all claims against County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by Agreement to provide additional insured status, and any employee of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, or any contractor, subcontractor or sub-subcontractor thereof under Florida’s Workers’ Compensation acts, disability benefit acts, or other employee benefit acts.

4. The parties further agree to amend Section 8.- Limitation of Liability and Indemnification of County by adding Section 8.4 – Survivability clause at the end of Section 8 to read as follows:

8.4 All provisions of this Section 8 – Limitation of Liability and Indemnification of County shall survive the expiration or termination of this Agreement.

5. The parties agree to amend Section 11.8 of the Agreement to read as follows:

Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes (as amended), the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into an Agreement for services with the County is required to:

- a) Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Contractor does not transfer the records to the County.
- d) Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records

upon completion or termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

6. This Amendment No. 1, including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment No. 1, unless the Agreement is otherwise amended or modified as set forth in Section 5.6 of the Agreement, and supersedes all prior proposals, contracts, and communications, both written and oral.
7. This Amendment No. 1 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Agreement between the County of Volusia, Florida and ARAMARK CORRECTIONAL SERVICES, LLC., on the respective dates under each signature.

ATTEST:

By: Date: 3/23/2018

CONTRACTOR:

ARAMARK CORRECTIONAL SERVICES, LLC.

By: Date: 3/23/2018

ATTEST:

By: _____

James T. Dinneen
County Manager

Date: _____

COUNTY OF VOLUSIA

By: _____

Ed Kelley
County Chair

Date: _____

CC: _____

