

Attachment C

FOR SERVICES OF INDEPENDENT CONTRACTOR

This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Aramark Correctional Services, LLC having its principal place of business at 1101 Market Street, Philadelphia, PA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE:** Mark Mahurin, Lieutenant- Custody Administration (telephone 805-681-5334) is the representative of County and will administer this Agreement for and on behalf of County. Aramark Correctional Services, David Kimmel, Vice President, Finance (telephone 215-238-3000) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
 - A. To County:

Don Patterson, Chief Deputy
 Sheriff's Office, Santa Barbara County
 4436 Calle Real
 Santa Barbara, CA 93110
 - To Contractor:

Aramark Correctional Services
 1101 Market Street
 Philadelphia, PA 19107
 Attn: Vice President, Finance
 - B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.
4. **DEFINITION.** The terms "County" and "Sheriff's Office", as may be referenced throughout this contract and its Exhibits are defined as having the same meaning as the County of Santa Barbara.

The terms "Contractor" and "Vendor", as may be referenced throughout this contract and its Exhibits, are defined as having the same meaning as Aramark Correctional Services, LLC.

5. **TERM.** Contractor shall commence performance within 30 days after this contract is signed and approved by the Board of Supervisors, with full transition to be complete within 60 days of contract start date. The County awards an Agreement for a period of seven (7) years. This Agreement shall remain in force for an initial term of seven (7) years and shall not bind, nor purport to bind the County for any contractual commitment in excess of the initial term. However, the Sheriff's Office shall have the right to renew the Agreement upon mutual agreement of the Contractor for three (3) additional one (1) year terms, with thirty (30) days written notice to Contractor prior to the expiration of the initial term or renewal term of the Agreement. In the event the parties agree to such extension, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. This Agreement will not automatically renew. The initial term of this contract shall be for a period of seven (7) years, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 20 and Exhibit B.
6. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the Contract number assigned by County. Contractor shall direct the invoice to the Sheriff's Business Office at the address specified under Exhibit B, Section VI, after completing the increments identified in Exhibit B.
7. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
8. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
9. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
10. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further

covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.

11. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.

12. RECORDS, AUDIT, AND REVIEW. Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices.

County shall have the right to audit and review all such documents and records upon reasonable notice to Contractor at any time during Contractor's regular business hours. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.

Contractor will be subject to audits that cover all fiscal and programmatic terms and conditions of the contract and/or reasonably prescribed by the County. CONTRACTOR will be responsible for reimbursement to COUNTY for all disallowed costs.

13. INDEMNIFICATION AND INSURANCE. Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of Contractor's sole negligence in its performance of this Agreement; including, but not limited to, any solely negligent act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County. Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with the Agreement.

Contractor agrees to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.

In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

14. TAXES. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.

Except as set forth herein, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by State, Federal or local taxing agencies, County agrees to reimburse Contractor within one (1) week for the full value of such paid taxes plus interest and penalty, if any.

Notwithstanding the foregoing, because the County is not a tax-exempt entity, Contractor shall collect and remit taxes on services provided to the County under this Agreement and shall invoice the County for the same on each weekly invoice. County shall promptly remit payment to Contractor in accordance with the payment provisions set forth in this Agreement.

15. **PRECEDENCE** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- A. The provisions of the Contract (as it may be amended);
 - B. The provisions of the Contractor's Reply (as it may be clarified);
 - C. The provisions of the Invitation (as it may be supplemented).
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
- A. Decision – Each party shall reduce the dispute to writing and submit to the Chief Deputy of Custody Operations. The Chief Deputy shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
 - B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Sheriff or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notice. The decision shall be final.
 - C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
 - D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.
17. **PERFORMANCE BOND.** The Contractor must furnish a Surety Bond in the form of either a bond issued by a Surety Company authorized to do business in the State of California, a Cashier's Check, or Irrevocable Letter of Credit payable to the Sheriff's Office within fifteen (15) calendar days after signing this Agreement and prior to beginning any work. The Surety Bond must be made payable to the Sheriff's Office in the amount of 100% of the total first year contract amount after award and will be retained during the full period of the Agreement and/or subsequent renewal terms. No personal or company checks are acceptable. The Board Contract number and the dates of performance must be specified on the Surety Bond. In the event that the Sheriff's Office exercises its option to extend the Agreement for an additional

period, the Contractor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

A. The County may, at its sole option, elect to remove or modify the required length of the Surety Bond at any time, should it be determined to be in the best interest of the County.

18. **MEANINGFUL CONSEQUENCES** - In lieu of our terminating the contract as may be provided elsewhere in the contract, the County at our sole discretion may invite you to negotiate with us to establish alternative or additional consequences, beyond any specified herein, for failure to fulfill any requirement of this Bid. Contractor agrees to engage in such negotiations, if invited, in good faith. Any agreed consequences must be significant enough to 1) incent your future compliance and 2) mitigate satisfactorily for us for any loss or inconvenience occasioned by your failure. The consequences would be reasonable, fitting to the breach, and mutually established prior to being invoked.

19. **TERMINATION.** In the event that the Contractor shall fail to perform, keep and observe any of the terms, covenants and conditions of the Agreement, the Sheriff's Office shall give the Contractor written notice of such default and in the event said default is not remedied by the Contractor to the satisfaction and approval of the Sheriff's Office within sixty (60) calendar days of receipt of such notice, the Sheriff's Office, in its sole discretion, may terminate this Agreement.

Should the Contractor for any reason become unable to complete the work called for in the Agreement for Jail Food Services, the County may, at its sole discretion, call for the Surety Bond due, in full for such non-performance, and/or as liquidated damages.

Santa Barbara County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for non-performance.

Notwithstanding any other provisions of the contract, either party upon receipt of not less than ninety (90) days written notice may terminate the contract prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of County government to appropriate such funds, discontinuance or material alteration of the program under which funds were provided, Santa Barbara County shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding. The County shall pay Contractor any amounts due and owing for services provided up to and including the date of termination.

Upon the expiration or any termination of the contract, in cooperation with the County, Contractor must complete a full inventory of all existing consumable supplies and food products in possession of the Contractor on the agreed upon termination date. County agrees, if requested by the Contractor, to reimburse Contractor an amount, based on actual invoice cost, for usable consumable supplies and food products, and the agreed upon inventory of existing consumable supplies and food products shall become the property of the County.

- 20. ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.
- 21. NON-EXCLUSIVE AGREEMENT.** Contractor understands that this contract is specific to providing food and other related services to the County Jail and is not an exclusive Agreement pertaining to other County Departments or operations. The County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.
- 22. SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- 23. ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- Notwithstanding the foregoing, Contractor may assign this Agreement without the consent of the County to any affiliate of Contractor. For purposes of this paragraph "affiliate" shall mean any entity or person, controlled by, controlling or under common control of Contractor.
- Should the County object to any such Assignment, it may at its sole discretion exercise termination of this contract as specified under the termination section of the contract.
- 24. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.
- 25. NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
- 26. CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.

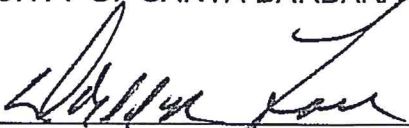
27. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.
28. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
29. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
30. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
31. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
32. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.
33. **COMMUNICATION.** Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County provides all or some of the funding for the program.
34. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior agreements between County and Contractor.
35. **COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials related to food services provided by Contractor's staff. County shall issue Subpoenas for the required witnesses upon request of Contractor.

THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work (including Attachments 1-3)
- B. EXHIBIT B – Financial Provisions
- C. EXHIBIT C – Standard Indemnification and Insurance Provisions

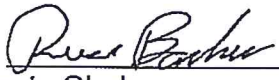
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: 
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS

Date: 7-10-12

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 7-12-12

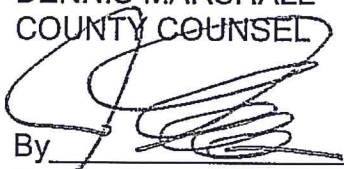
CONTRACTOR

By: 
Scott Parrill, President

Tax Id No. F-0317886 Fed ID No. 23-2778485

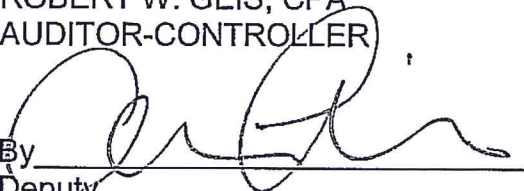
Date: 6-12-12

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

Date: 6/13/12

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

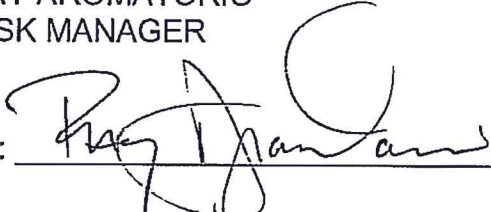
Date: 6/13/12

APPROVED AS TO FORM :
SHERIFF'S OFFICE
JAMES PETERSON
UNDERSHERIFF

By: 
UNDERSHERIFF

Date: 6-13-12

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: 

Date: 6/13/12

Exhibit A

Statement of Work

EXHIBIT A

STATEMENT OF WORK

I. Objectives

- A) To deliver high quality food service that can be audited against established nutritional and health standards.
- B) To operate the food service program in a cost-effective manner with full reporting to Santa Barbara County.
- C) To implement a written foodservice plan with clear objectives, policies, procedures and annual evaluation of compliance.
- D) To maintain an open collaborative relationship with the administration and staff of Santa Barbara County and other County offices.
- E) To maintain the existing food service quality and standards established by Santa Barbara County, as well as those established by State Correctional Food Service standards.
- F) To offer a comprehensive program for continuing training for food service staff.
- G) To offer comprehensive inmate training to include the ServSafe certificate program.
- H) To implement creative solutions that allow for continuous improvement of the operation.

II. Operational Standards –

Contractor must provide the County with written procedures to address all of the following;

- A) Procedures for meal delivery to the inmates and staff.
- B) Quality and inventory control methods and standards.
- C) Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
- D) Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
- E) Procedures for weekly billing and weekly inventory of food and supplies.
- F) Operational procedures for handling uninterrupted food service should on-site kitchen facilities be rendered unusable through fire, etc.
- G) Operational procedures for handling uninterrupted food service should the inmate work crew numbers become limited, or temporarily unavailable.
 - 1) Policies and Procedures - The Contractor shall indicate the method that will be followed in establishing and revising food service policies and procedures.
 - 2) Accreditation - Contractor shall work with the County to secure and/or maintain any food service accreditation for delivery of food service to Santa Barbara County.
 - 3) Personnel - The Contractor shall provide and maintain a list of benefits provided to all on-site Contractor employees, including insurance coverage, vacation plan and other related benefits.

EXHIBIT A

STATEMENT OF WORK

III. Contractor Staff

Contractor shall provide a minimum of one full time on-site employee to oversee the food services operation. Additional support staff may be necessary during the implementation and construction phases as agreed upon by the Contractor and County.

All Contractor employees shall obtain, at the Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities. All Contractor employees will comply with the Sheriff's Office policy and procedures.

Entry to the Facilities is subject to the approval of the Sheriff's Office onsite Facility Administrator.

Contractor shall conduct Periodic background security reviews for all Contractor employees assigned to the Sheriff's Office.

IV. Food Service Requirements

1) Main Jail Inmate Food Service:

a) Provision of food services to include inmate feeding seven (7) days per week and program support services. Each inmate shall be provided with three Title 15 compliant meals each day.

b) The Inmate meal schedule is as follows:

Breakfast	3:00 a.m.
Lunch	9:00 a.m.
Dinner	3:00 p.m.

d) The Main Jail kitchen facility provides approximately 10 hot meals to Juvenile Hall about three (3) days per week. These meals are packaged hot, and are picked up by Probation for delivery at the Santa Barbara Juvenile Hall Facility.

2) Santa Maria Inmate Food Service: (expected full operation in 2012)

a) Food service at the Santa Maria facility includes inmate feeding seven (7) days per week. Each inmate is to be provided with three Title 15 compliant meals each day.

b) Per inmate meal cost for Santa Maria will be the same as the cost per meal for the Main Jail plus a negotiated delivery fee based on delivery point of origin. (To be determined at the time of Santa Maria Jail reopening)

c) Santa Maria staff meals will be addressed by either of the following;

1) The existing staff food process will be followed using existing purchasing and preparation methodologies without contractor involvement, or

2) Inmate meals shall be provided for staff use at the agreed upon price per meal and the agreed upon delivery cost.

EXHIBIT A

STATEMENT OF WORK

3) **Staff Food Service:**

Contractor shall provide food services for Sheriff's Office employees for two (2) hot meals per day

1) The current staff meal service schedule is as follows:

Breakfast	12:30 a.m. to 2:30 a.m.
Lunch	11:00 a.m. to 1:30 p.m.

2) A fee is currently charged by the County for employees assigned outside of the jail, and is not charged for those assigned to work in the jail. The County will reimburse Contractor for all staff meals.

3) On duty staff shall submit a Duty Meal Ticket to kitchen staff for each meal.

a) Value added upgrade options will be available as agreed by both parties at an additional cost payable by the employee.

1) Both parties shall develop a payment process and methodology that is mutually agreeable to both parties.

4) **Food Storage:**

a) Food is received, stored, prepared, and served at the main facility at 4436 Calle Real, Santa Barbara, CA 93110.

5) **Inmate Work Crews:**

a) Food preparation is currently accomplished with an inmate labor force consisting of 20 inmates per shift. These inmate crews perform all the hands on cooking, food preparation and packaging of food items throughout each shift for all meals. There are also special crews that do more detailed work such as baking, storage rotation, truck unloading, and staff cooking. Other assignments include utensil and kitchen clean-up.

b) The Contractor agrees oversee the training and supervision of inmate personnel, with respect to the food service operation, subject to the overall control of the County.

1) Contractor shall provide basic food safety/ health training as required by health and safety standards for food handling.

a) Post construction, the Contractor shall provide an inmate vocational training program that includes a ServSafe® certificate type program.

2) Contractor must present procedures for handling uninterrupted food service should the inmate work crew numbers become limited, or temporarily unavailable.

EXHIBIT A

STATEMENT OF WORK

- a) The Contractor may request a modified price per meal or a menu modification should inmate work crews become unavailable for a prolonged period due to inmate disturbance, or long term classification restrictions.

6) Menu Specifications

- a) Menu(s) must be comparable to the benefits in the Sample menus provided in the RFP and as required by Title 15.
 - 1) Item-by-item nutritional analysis must be maintained for all menus.
 - 2) Registered dietitian certification of both the menu and nutritional analysis must be maintained for all menus used within the facility.
 - 3) Contractor agrees to provide a minimum of two (2) inmate spirit lifter meals that shall be provided annually, including Thanksgiving, and Christmas. These meals shall be provided for both the staff and inmate holiday menu offerings.
 - 4) Contractor must provide staff with meals exceeding the inmate meal service. Exceeding meal service is defined as offering of a soup, salad and sandwich bar with daily options, an upgraded entrée with complimenting side dish and appropriate condiments. Contractor recognizes that the staff morale is an integral part of the Sheriff's Department's mission, and the meal service is an integral part of the staff morale.
 - 5) Staff beverage service, including coffee, soda and juice will remain with the local county provider under the current county contract for same. Due to the nature of the 24/7 availability of the beverage service, said service will continue to be paid through the Sheriff's Department funds and is not included in the staff meal pricing.

7) Inmate Cycle Menu

- a) Contractor shall maintain a minimum of a 2 week cycle menu.
- b) Each week will include 21 meals and comply with Title 15 standards.
- c) Contractor must adhere to menus for which the cost of service is calculated together with the "as served" portion sizes of each menu item.

8) Medical Diets & Special Meal

- a) Jail Medical shall be responsible for providing Contractor with the approved medical diet list.
- b) The Jail Outreach Coordinator shall provide Contractor with the approved Kosher & religious diet list.

V. Contractor Service Requirements

- a) Contractor is expected to provide the following services as part of the food service program:

1) Food & Supplies

EXHIBIT A

STATEMENT OF WORK

- a) In an effort to promote local economic vitality, the County of Santa Barbara Board of Supervisors has adopted an affirmative position in support of our Local Vendors. To maintain the legitimacy of this process, the Contractor is required to conduct a purchase price comparison of those consumable supplies and food products that are available through the local vendor and shall apply the Board of Supervisors adopted 6% Local Vendor Preference to the overall pricing when evaluating such comparison.
 - 1) The County shall provide a list of "Local Vendors" to the Contractor annually.
 - 2) Contractor shall conduct its price comparison in accordance with Attachments 1, 2, and 3 to this Exhibit A.
 - 3) A vendor is considered "Local" if they meet the following basic criteria:
 - a) They occupy an actual business facility whose address is within the County.
 - b) They hold a valid business license as issued within the County and the address matches that of their facility above.
 - c) They hold a valid resale license (where sales tax will be applied to the purchase) as issued from the State Franchise Tax Board and the address matches that of their facility above.
 - d) That the business facility as mentioned above is staffed continuously by your employees during normal business hours, has standard business utility services and is fully operational.
- b) Contractor shall purchase and safely manage all consumable supplies and food products that are required for the food service operation. These supplies and food products shall remain the property of the Contractor.
 - 1) In cooperation with the County, Contractor must complete a full inventory of all existing consumable supplies and food products in possession of the County on the agreed upon changeover date.
 - a) Contractor shall reimburse County an amount equivalent to the Contractors cost for comparable consumable supplies and food products, and the agreed upon inventory of existing consumable supplies and food products shall become the property of the Contractor.
 - c) Contractor shall be responsible to oversee and ensure completion of routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations.
 - 1) The County will be responsible for removal of trash and garbage.
 - d) Contractor is responsible to ensure that inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
 - 1) Facility inspections will be made by Sheriff's Office staff when deemed necessary, with or without advance notice to the vendor.

VI. Licenses, Fees

EXHIBIT A

STATEMENT OF WORK

- a) Contractor is responsible to secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services.

VII. Return facility in good working order

- a) The Vendor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the vendor.

VIII. Special Events & Additional Services

- a) The vendor agrees to provide any additional food services for special events or unanticipated law enforcement field operations as mutually agreed upon at a price as mutually agreed to by both the Contractor and Sheriff's Office whenever the need is identified.
 - 1) Examples of events may include:
 - a) Halloween
 - b) Fiesta
 - c) Sheriff hosted events

IX. County Retains Existing Staff

- a) The Sheriff's Office requires that our existing County food service staff (individually "County Employee"; collectively "County Employees") shall remain fully employed by the County.
- b) The County will recruit and hire SEIU-represented employees as vacancies occur. The County Employees will serve as cooks for the food service operation managed by the Contractor.
- c) The County will be responsible for setting and payment of all salaries, payroll and other taxes, benefits, fees and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, workers' compensation premiums and all similar taxes and payments), attributable to each County Employee.
- d) Contractor will be responsible for working with the County assigned lead cook on day-to-day supervision of the County Employees, which will include, among other things, assigning work responsibilities, shifts and locations, worker safety, monitoring and documenting performance, and addressing complaints, disputes, and performance issues.

EXHIBIT A

STATEMENT OF WORK

- 1) The County assigned lead cook is responsible for approval of County Employee time cards, vacation & leave approval and for assignment of coverage for County Employee related vacancies due to authorized leave and sick time use.
- 2) The County is responsible for all employee costs associated with maintaining minimum staffing requirements related to County Employees.
- e) Contractor will promptly furnish the County with full and accurate information about any County Employee's injuries, reports, complaints, or claims, including but not limited to those concerning harassment and discrimination, and County will take appropriate action in response thereto as required by Contractor and County policies, and/or state or federal laws. The County will complete all necessary paperwork, processes and reporting requirements as required under County policy, Civil Service Rules and SEIU agreements related to the County employees as required specific to the incident reported by the Contractor.
- f) The County retains all supervisory responsibility concerning the County Employees and while Contractor is expected to provide the County with input concerning the performance of such Employees, Contractor will take no formal/written disciplinary actions against County Employees. Contractor is not, and will not be deemed to be, a party to any collective bargaining agreements to which the County was, is, or may become a party, or an employer or a joint employer of the County Employees. The County will indemnify and hold Contractor, its directors, officers and employees, harmless from and against all claims, liabilities, and losses (including court costs and reasonable attorneys' fees and consultants' fees, damages, interest and/or penalties) relating to or arising out of any claim or allegation that Contractor is, or is deemed to be, an employer or a joint employer of the County Employees, including but not limited to any claims relating to matters for which the County has responsibility as described in this paragraph.
- g) The Sheriff's Office retains the ability throughout the contract term to explore and negotiate alternative staffing options with the Contractor as the Sheriff's Office may deem it necessary due to budgetary limitations. Any contract amendments resulting from any such negotiations will be addressed in an addendum to the contract and may require Board of Supervisor approval and discussion with SEIU Local 620.

X. Participation in County required security training

- a) Contractor and Contractor staff shall complete four (4) hours of Santa Barbara County orientation training as scheduled in agreement with the County.
- b) All contractor staff shall complete any annual training as required by Santa Barbara County.
- c) Contractor is responsible for Contractor staff salary and wages for all required training

XI. Uniforms for Vendor staff

- a) Contractor shall provide, at contractor expense, professional and neat uniforms that distinguish the vendor's paid staff from the inmates and custody deputies.

XII. Daily Processing of Complaints

- a) Food service complaints from inmates must be processed at least daily as follows:

EXHIBIT A

STATEMENT OF WORK

- 1) Trained food service personnel shall act upon all complaints within their capability.
- 2) The Food Service Director shall be responsible for resolving inmate or staff grievances in accordance with Contractor and County policy.

XIII. Capitol Improvement Plan:

- a) The Sheriff's Office anticipates a sewer repair project to occur sometime over the next several months. This project will occur in the existing main jail kitchen facility. The project will be funded and managed by the County General Services Department.
 - 1) The sewer repair portion of this project is not Contractor responsibility and is separate from the kitchen capitol improvement project as it pertains to the Contractor.
- b) Contractor agrees to provide County with a \$600,000 grant toward completion of capitol improvements to the existing kitchen facility in conjunction with the sewer repair project ("Financial Investment").
 - 1) County agrees to invest the entire the Financial Investment in food service facility renovations and in the purchase and installation of food service equipment on County premises.
 - 2) The Financial Investment will be amortized on a straight-line basis over a period of seven years, commencing on the effective date of this agreement.
 - 3) Upon expiration or early termination of this agreement by either party for any reason prior to complete amortization of the Financial Investment, County shall reimburse Contractor for the unamortized balance of the Financial Investment as of the date of expiration or early termination plus all accrued but unbilled interest as of the date of expiration or termination.
 - a) 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.
 - 4) County agrees to reimburse Contractor for the unamortized balance of the Financial Investment within 30 days of expiration or early termination of this agreement.
 - a) In the event such balance is not paid to the contractor within the 30 days of expiration or early termination of this agreement, County agrees to pay interest on such amounts at Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or early termination of this agreement, until the full amount is paid.
 - 5) Any portion of the Financial Investment that is not expended prior to expiration or early termination of this agreement shall be returned to Contractor.
- c) Contractor agrees to work with the County and its representatives throughout the planning, design and construction phases of the jail kitchen renovation project to ensure that both the needs of the County and those of the Contractor are accomplished.
 - a) Contractor input and the recommended equipment and facility layout (Exhibit D) are intended to ensure that the facility renovations meet the minimum

EXHIBIT A

STATEMENT OF WORK

requirements for Contractor to perform and meet the requirements of this agreement and to provide the County with support to reach the food service goals of the Sheriff's Office.

- d) Contractor is expected to work with the County to meet certain requirements that may include, but are not limited to;
 - 1) County Green requirements;
 - 2) County Code & permitting requirements; and
 - 3) Any other existing health and food service standards.
- e) Contactor agrees to provide uninterrupted food services to the main jail staff and inmate population during the construction period of the jail kitchen renovation project.
 - 1) During the construction period, Contractor shall charge the County the inmate and staff per meal price in accordance with the "During Construction" fee schedule included in Exhibit B, attached hereto.

XIV. Contracting Services to other agencies:

- a) The Sheriff's Office recognizes that there may be certain efficiencies of service if it allows the Contractor to provide contracted food services to other agencies.
 - 1) The Sheriff's Office, with prior approval, is not opposed to allowing outside contracts as long as the fidelity of our contract and our service is not compromised.
 - a) Because inmate labor is used to assist with food preparation, Contractor is restricted to servicing contracts for non-profit agencies and Governmental entities only.
 - b) Contractor must provide County with adequate detail about how allowing the outside contract may be mutually beneficial for each proposed outside contract.

XV. Long Term Maintenance:

- a) Contractor shall work with the County to develop a plan for long term maintenance of appliances and kitchen equipment.

XVI. Compliance Review:

- a) Santa Barbara County and the Contractor shall, within 30 days of execution of the Agreement, set a schedule for routine review meetings between the Sheriff's Office and the Contractor for the evaluation of the food services and compliance with the Agreement. This schedule will be set by mutual agreement between the Sheriff's Office and the Contractor.
- b) Within 30 days of execution of the Agreement, the Contractor, in cooperation with the Sheriff's Office, shall formulate a report form that will establish the basis for the scheduled review sessions.

XVII. Responsibility of County

- a) The Sheriff's Office is responsible for:
 - 1) Providing accurate and timely orders for the number of inmate meals.
 - 2) Providing adequate ingress and egress to all production areas.

EXHIBIT A

STATEMENT OF WORK

- 3) Providing adequate heat, lights, ventilation, and all other utilities.
- 4) Providing existing local business telephone service to the Contractor at no charge.
 - a) This telephone shall be used only for local service, business-related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the Contractors expense.
- 5) Providing extermination services and removal of trash and garbage from loading dock areas.
- 6) Providing cleaning supplies and tools necessary to maintain the cleanliness and sanitation of the kitchen and food service facilities to meet the standards required by state and local regulations.
 - a) Supplies include:
 - 1) Mops,
 - 2) Brooms,
 - 3) Cleaning rags,
 - 4) Cleaning chemicals,
 - 5) Disinfectants,
 - 6) Soaps, and
 - 7) Detergents.
- 7) Providing general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The county's maintenance does not include day to day cleaning operations in the kitchen area.
- 8) County will provide, maintain, repair, and permit the Contractor to use all existing food service capital equipment within the kitchen facility.
- 9) Providing adequate preparation, storage, and holding equipment and maintenance for same.
- 10) Providing adequate number of inmates for kitchen duties.
- 11) Providing security, control, and limitation of inmate movement within the food service areas.

Attachment A-1

Local Vendor Price Comparison Methodology

Exhibit A, Attachment 1

Local Vendor Price Comparison Methodology

In furtherance of the County's Local Vendor objectives set forth in this Agreement at Exhibit A, section V(a)(1)(a), ARAMARK shall conduct overall price comparisons for all consumable and food supplies in accordance herewith.

Prior to commencing operations hereunder, ARAMARK shall undertake a separate price comparison for each of the following four categories of anticipated purchases under this Agreement: (a) Produce Items; (b) Dairy Items (Fluid Milk Only); (c) Fresh Sliced Bread; (d) Broad-line Consumable Items and Food Supplies for the general inmate menu and (e) Consumable Items and Food Supplies for the Officers' Dining Room and Catering Events. In addition to soliciting pricing information from ARAMARK's customary suppliers through ARAMARK's existing supply chain program, prices shall be solicited from local vendors capable of providing product that conforms to ARAMARK's specifications. An overall pricing comparison for each category shall be made between (x) Local Vendors (including 6% Local Vendor Preference) and (y) ARAMARK's customary suppliers. A comparison spreadsheet for each category in the form attached hereto as Exhibit A, Attachment 2 shall be utilized by ARAMARK when conducting this analysis to ensure that equivalent products are being compared. For the avoidance of doubt, ARAMARK shall compare the cumulative, overall pricing for each category listed above not individual items within each category. Price shall be defined as the anticipated invoice price as provided by the supplier and shall not include any purchasing incentives, discounts or rebates that are not exclusively related to ARAMARK's operation under this Agreement and are retained by ARAMARK.

After commencing operations hereunder, ARAMARK shall undertake price comparisons in the manner set forth above on a quarterly basis for Produce Items, Dairy Items (Fluid Milk Only), Fresh Sliced Bread and Consumable Items and Food Supplies for the Officers' Dining Room and Catering Events. ARAMARK shall undertake price comparisons in the manner set forth above for Broad-line Consumable Items and Food Supplies for the general inmate menu only upon significant menu revisions during the term of this Agreement. Significant menu revisions are those that materially impact more than 49% of the broad-line food items on the menu in place as of the commencement of operations under this Agreement. Notwithstanding the foregoing, ARAMARK reserves the right in its sole discretion to conduct such price comparisons more frequently than stated herein.

Upon request, ARAMARK shall provide reports to the County that display the cumulative, overall price variance for each category listed above between (x) Local Vendors and (y) ARAMARK's customary suppliers. The parties agree that any supplier pricing information provided to the County by ARAMARK shall be treated as proprietary and confidential information. The County shall keep all such information confidential and shall not publically disclose any such information. This obligation shall survive termination of this Agreement. The parties agree that supplier pricing constitutes a trade secret for which ARAMARK is entitled protection under California Government Code § 6254.15 (2007).

Notwithstanding anything to the contract contained in this Agreement or the exhibits and attachments hereto, as a condition of doing business with ARAMARK in connection with this Agreement, local vendors shall execute the Vendor Warranty set forth in Exhibit A, Attachment 3 and shall comply with ARAMARK's food quality, safety and service standards.

Attachment A-2

Product List

Attachment A-3

VENDOR WARRANTY

EXHIBIT A, ATTACHMENT 3

VENDOR WARRANTY

1. The undersigned ("Vendor") warrants and guarantees to ARAMARK Corporation and its subsidiaries (collectively, "ARAMARK") that all products and services purchased by or on the order of ARAMARK from Vendor: (1) shall be produced in compliance with all applicable laws, regulations and other legal requirements; (2) shall be labeled to reflect true net weight, measure, contents, size and nutritional values pursuant to, and shall otherwise comply with, all laws, regulations and other legal requirements; (3) shall be good and merchantable; (4) shall be fit for such purposes of ARAMARK as have been made known to Vendor, including without limitation, any purposes stated on the face of any applicable ARAMARK purchase order; and (5) shall neither infringe nor cause products ARAMARK produces therefrom to infringe, the trademark, patent, copyright or other intellectual property rights of any third party.

2. Vendor shall defend and indemnify hold ARAMARK harmless from and against any claim, lawsuit, loss, liability, damage, settlement or judgment, including without limitation, attorneys' fees and other expenses incurred in the defense of a claim, arising out of or alleging that such claimant's loss or injury was caused, in whole or in part, by: (1) the breach by Vendor or its distributor or subcontractor of any warranty hereunder, (2) a defect in a product or service supplied under this agreement or (3) a negligent act or omission in the design, manufacture, preparation, or packaging of a product or service supplied to ARAMARK.

3. Vendor's duty to defend and indemnify shall apply to claims for bodily injury or economic loss and shall include sums which ARAMARK shall become obligated to pay as damages in reasonable settlement of a claim as well as in satisfaction of a judgment. Vendor agrees that it will not dispute the reasonableness of the amount of any settlement entered into by ARAMARK of any claims of which Vendor has received reasonable notice and either has failed or refused to defend or has denied (or reserved its right to deny) an obligation to defend and indemnify ARAMARK. In the event of a breach of any warranty hereunder, Vendor agrees to reimburse ARAMARK for any damages to ARAMARK resulting from such breach.

4. Vendor shall furnish to ARAMARK, upon request, a certificate from a financially responsible insurance company evidencing that the insurance coverage required below is in force, naming ARAMARK and such others as are specified below as additional insureds and providing that such coverage may not be canceled without 30 days' prior written notice to ARAMARK, at 12th Floor, 1101 Market Street, ARAMARK Tower, Philadelphia, PA 19107 ATTN: Purchasing.

(a) Vendor shall carry, at its own expense, so long as Vendor provides products or services directly or indirectly to ARAMARK, comprehensive general liability insurance, including without limitation, coverage for the following: products liability, completed operations, acts of independent contractors and blanket contractual liability coverage, with a combined single limit of not less than \$5,000,000 per occurrence for bodily injury, personal injury, property damage and advertising injury which shall be written by a financially responsible insurance company. In addition, the products liability coverage shall contain a Broad Form Vendor's Endorsement naming ARAMARK as an additional insured. In addition, Vendor shall carry automobile liability insurance covering all owned, non-owned and hired vehicles with a limit of liability for each accident of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. All policies shall name ARAMARK and its officers, directors, employees and agents as Additional Insureds and shall stipulate that the insurance afforded Additional Insureds under Vendor's policies shall apply as primary insurance and that no other insurance carried by the Additional Insureds shall be called upon to contribute to a loss covered thereunder. All deductibles and self-insured retentions are the responsibility of the Vendor.

(b) If any of the above required insurance is written on a claims made basis, Vendor shall maintain the policies without endangering any aggregate limits. If coverage under such policies are cancelled, Vendor shall purchase extended discovery/ reporting coverage for an adequate amount of time to cover injuries arising out

of products sold under this agreement, but not less than five years after the last purchase by ARAMARK from Vendor.

(c) Any such policy shall include a provision for 30 days' written notice to ARAMARK in the event of any pending material change or cancellation of the insurance. A Certificate of Insurance for such coverage shall be delivered to ARAMARK within 10 days from the date of execution of this agreement and Vendor shall provide renewal or replacement certificates within 30 days prior to expiration.

(d) Vendor shall cause all of its subcontractors used in connection with this agreement to provide the same terms, conditions, kinds and amounts of insurance as specified herein. It shall be the Vendor's obligation to obtain certificates of insurance evidencing coverage from its subcontractors. Failure to carry the specified insurance coverage shall not relieve Vendor of responsibility for losses arising under this agreement.

5. In providing goods and services to ARAMARK, Vendor shall comply with all Federal, State and local laws, regulations, rules, ordinances, orders and other legal requirements ("Laws"), including without limitation, the Federal Consumer Products Safety Act, the Fair Labor Standards Act, the Hazardous Substance Act, the Occupational Safety and Health Act of 1970, as amended, and all Federal or State environmental Laws. Vendor shall also comply with ARAMARK's food safety standards set forth on **Appendix A**. Such standards may be revised at any time and from time to time by ARAMARK, and unless otherwise agreed, shall be effective upon receipt thereof by Vendor. The UN Convention on the International Sale of Goods is expressly excluded from this agreement. This agreement shall be governed by the laws of Pennsylvania without regard to its conflicts or choice of laws rules.

Vendor intends to be legally bound by the above agreements, and has made the above agreements as a material inducement for ARAMARK to purchase Vendor's products. Except as the parties expressly agree in writing, this Vendor Warranty shall not be modified or overruled by the preprinted or typewritten terms of any invoice, purchase order, sales confirmation or other writings submitted by either party after the date hereof.

Vendor (Company) Name:

Vendor (Company) Address:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

Food Safety and Sanitation Standards for Suppliers to ARAMARK Food and Support Services Group, Inc. ("ARAMARK")

- A. All Suppliers must establish and administer the following programs:
1. An operating Hazard Analysis Critical Control Point Program ("HACCP"), under which the Supplier shall:
 - identify all hazards associated with products;
 - determine all Critical Control Points required to control identified hazards;
 - establish standards for all Critical Control Points;
 - establish procedures to monitor each Critical Control Point;
 - establish corrective actions to be taken when there is a deviation; and
 - establish verification procedures to determine that the HACCP system is working effectively, including a record keeping system for each Critical Control Point.
 2. A documented and actionable Pest Control Program that incorporates integrated pest management practices to assure the facility is free of insects and rodents.
 3. A documented Cleaning and Sanitation program.
 4. A documented Product Safety and Recall Program that can track specific production lots of products and destinations, and incoming raw materials and finished products, ensuring appropriate "track-ability." Mock recalls shall be conducted every 6 months to assess the effectiveness of such Program.
 5. A documented Listeria Environmental Program, for suppliers manufacturing and providing to ARAMARK ready-to-eat products.
 6. A documented E Coli 0157H7 Program for raw ground beef products, for suppliers manufacturing and providing to ARAMARK raw ground beef products.
 7. To the extent Supplier supplies meat products, or products containing meat, Supplier specifically represents, warrants and covenants that Supplier, and its vendors, are in compliance with Title 21 C.F.R. § 589.2000 (eff. August 4, 1997), prohibiting the feeding of ruminant meat and bone meal to ruminants, as now or hereafter amended or supplemented.
- B. Compliance with these standards shall be monitored in 3 ways:
1. Annually, each Supplier shall certify in writing to ARAMARK that the Supplier is in compliance.
 2. All Suppliers shall be subject to inspection by ARAMARK's Quality Assurance Manager or his designee, up to 2 times annually. Inspections shall include evaluating good manufacturing practices ("GMP's") and reviewing the Programs listed above. A minimum score of 85% is required for each inspection. If a score is below 85%, a re-inspection shall be done within approximately 30 days, to verify correction of deficiencies. A score of less than 85% on reinspection may lead to de-certification of the Supplier. Suppliers shall bear all reasonable inspection costs, e.g. travel, lodging and meals of the ARAMARK Quality Assurance Manager.
 3. Suppliers shall undergo inspections by independent nationally-recognized inspection services, at least annually. Such inspections shall include evaluating GMP's and the Programs listed above. ARAMARK recommends Silliker Laboratories, American Institute of Baking and American Sanitation Institute as independent inspection services for use by

Suppliers. Suppliers are free, however, to use other nationally-recognized inspection services. Suppliers shall bear all costs for these inspections. If requested, Suppliers shall provide ARAMARK with access to records and results of these inspections.

C. Product Recalls

1. All ARAMARK manufacturers and distributors must have a documented product safety and recall program that can track specific lots of products and destinations. Mock recalls shall be conducted every six months to assess the effectiveness of such program. For manufacturers, the program shall include both incoming raw materials and finished products.

2. The following ARAMARK personnel must be notified when a recall occurs:

John Orobono - Sr. Vice President, Supply Chain Management - orobono-john@aramark.com

Charlie Lousignont - Vice President, Supply Chain Management - lousignont-charles@aramark.com

Glenn Difiore - Associate Vice President of Purchasing - difiore-alfred@aramark.com

Joe Arrasmith - Senior Purchasing Manager - arrasmith-joseph@aramark.com

Matt Pittser - Senior Director of Distribution - pittser-james@aramark.com

Stuart Berlin - Distribution Support Manager - berlin-stuart@aramark.com

Carrie Bakken - Distribution Support Specialist - bakken-carrie@aramark.com

Notification shall be made by fax at 215 238 8127 and email as indicated above, within 24 hours. Notice by fax and email shall be effective only upon confirmation of receipt from ARAMARK.

3. All ARAMARK components that have received recalled product must be notified within 24 hours, by fax or telephone. The recall notice must identify the product, and shall include all lot or code numbers, product disposition information, and such other information as may be required by law or regulation or which is customarily included in recall notices. All recall information must be to the attention of the component manager.

Exhibit B

Fiscal Provisions

EXHIBIT B
Financial Provisions

This Agreement provides for reimbursement for jail food services.

I. PAYMENT FOR SERVICES

- A) County must sign-off on number of meals ordered and sign accepting/agreeing to the number of meals served.
- B) Vendor shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, as accepted and agreed upon by the county at the time of service, whichever is greater, and other goods or services provided by ARAMARK, if any.
- C) The invoice shall reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:
 - 1) Actual number of adult inmate meals
 - 2) Actual number of staff/visitor meals
 - 3) Any additional food, beverage or other services, as required
- D) ARAMARK shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.
- E) The County will pay invoices within forty-five (45) days of receipt and acceptance of the invoice. Payment shall be made by check payable to ARAMARK Correctional Services, LLC. Such payment shall be sent to:

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

- F) **Payments only** shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 9 hereof.) If any invoices are not paid within forty-five (45) 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 maximum legal rate permitted), computed from the invoice date until the date paid. The term "Prime Interest Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period. 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 forty-five (45) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

EXHIBIT B
Financial Provisions

II. Price Adjustments

- A) The price per meal presented in Exhibit B of this agreement shall be in force from the contract start date through June 30, 2012.
- B) Price for each subsequent year, including annual renewal options, shall be determined by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year (the "Base Period").
- C) The "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, ARAMARK shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above. Negotiated increases must be agreed upon and a signed addendum to this contract must be completed no later than April 30th of each year and will be effective, subject to approval of the Board of Supervisors, prior to July 1st for the subsequent 12 month period.
- D) Price reductions can be offered by the Contractor any time throughout the term of the

EXHIBIT B
Financial Provisions

contract. All price adjustments must be established through issuance of a signed addendum to the contract.

III. Material Adverse Change

- A) Contractor may initiate discussions with the County to address unexpected or unforeseeable cost impacts arising from circumstances beyond the control of the Contractor.
- B) Conditions effecting per meal price may include, but are not limited to;
 - 1) A change in the scope of service initiated by the County,
 - 2) Menu changes initiated by the County,
 - 3) Substantial decrease in inmate population,
 - 4) Substantial changes in availability of inmate labor,
 - 5) Increases in supply costs,
 - 6) Change in Federal, State or Local standards or regulations,
 - 7) Change in Federal, State or Local taxes.
- C) All recommended increases must be agreed upon by the Sheriff's Office, and are subject to final approval of the Board of Supervisors.

IV. Billing Address:

- A) Contractor shall direct all invoices to the attention of the Sheriff's Business Office, P.O. Box 6427, Santa Barbara, CA 93160-6427.

V. Withholding Of Payment for Non-Submission of Information:

- A) If any required data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by the Sheriff's Office. The Sheriff's Office shall review such submitted service data within sixty (60) calendar days of receipt.

VI. AUDITS AND AUDIT APPEALS:

- A) Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law authorized representatives from the County may conduct an audit of Contractor regarding the services provided hereunder.
- B) Settlement. Settlement of the audit findings will be conducted according to the

EXHIBIT B
Financial Provisions

Responsible Auditing Party's procedures that are in place.

- C) Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D) Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

VII. Fee schedules:

- A) Prices set forth are not inclusive of tax. ARAMARK will charge the price set forth below plus the applicable taxes to the County.
- B) Non-Construction
 - 1) Defined as when the full onsite jail kitchen is available for meal production.
 - a) Inmate Meals
 - 1) Regular Inmate Meal \$0.879 plus applicable tax per meal
 - 2) Kosher/Special/Halal \$2.99 plus applicable tax per meal
 - 3) Juvenile Meal \$2.99 plus applicable tax per meal
 - b) Staff Meals
 - 1) Regular \$3.00 plus applicable tax per meal
 - 2) Enhanced Options Menu To be determined by both parties
- C) During Construction
 - 1) Defined as when the full onsite jail kitchen is not available for meal production and meals are prepared off-site and delivered to the facility.
 - a) Inmate Meals
 - 1) Regular Inmate Meal \$ 1.049 plus applicable tax per meal
 - 2) Kosher/Special/Halal \$ 2.99 plus applicable tax per meal
 - 3) Juvenile Meal \$ 2.99 plus applicable tax per meal
 - b) Staff Meals
 - 1) Regular \$ 3.00 plus applicable tax per meal
 - 2) Enhanced Options Menu Not Available
 - 2) Upon commencement of construction, the parties hereby agree that the prices set forth above in Section VI.C.1. shall immediately be increased by the current Market Basket/CPI rate notwithstanding the fact that construction may commence within the first year of operations. Additionally, for the avoidance of doubt, such prices shall further be subject to annual changes upon the anniversary date of this Agreement in accordance with Section II.B and II.C.

Exhibit C

Standard Indemnification and Insurance Requirements

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification – CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of California Civil Code Section 2782. CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability and Automobile Liability policies, shall contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against COUNTY.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY
5. Severability of Interests – CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and COUNTY or between COUNTY and any other insured or additional insured under the policy.
6. Proof of Coverage – CONTRACTOR shall furnish Certificates of Insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder. 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.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A VII".

EXHIBIT C

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to cancel the Agreement, or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by CONTRACTOR or COUNTY payments to CONTRACTOR will be reduced to pay for COUNTY purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by COUNTY. The Program Risk Administrator or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY's risk.

Any change requiring higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

11. Insurance Specifications – CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

A Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollar (\$1,000,000) limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Program Risk Administrator.

EXHIBIT C

With respect to CONTRACTORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

B. Commercial/General Liability Insurance – CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$2,000,000) per occurrence and a two million dollar (\$2,000,000) general aggregate limit, if any aggregate limit applies.

C. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

July 10, 2012

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray,
and Supervisor Lavagnino

SHERIFF

File Reference No. 12-00595

RE: Approve and authorize the Chair to execute a Professional Services Agreement with the lowest bidder, Aramark Correctional Services (not a local vendor), to provide food services for the Santa Barbara County jail subject to the provisions of the Board Agreement and related exhibits, for the period of July 10, 2012 through June 30, 2019, in the amount of \$1,250,000.00.

A motion was made by Supervisor Gray, seconded by Supervisor Carbajal, that this matter be Approved; Chair to Execute. The motion carried by the following vote.

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray,
and Supervisor Lavagnino

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.

Chandria Walker

Clerk of the Board, Santa Barbara County, California

Date 7-16-12 by Deputy: *Ker Bala*



Contract Summary

BC 12 - 143

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1.	Fiscal Year.....	2012/13
D2.	Budget Unit Number (plus -Ship/Bill codes in parenthesis).....	032
D3.	Requisition Number.....	
D4.	Department Name.....	Sheriff's Office
D5.	Contact Person.....	Mark Mahurin
D6.	Telephone.....	805-331-4551

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose.....	Jail Food Services
K3.	Original Contract Amount.....	\$1,250,000.00
K4.	Contract Begin Date.....	July 2012
K5.	Original Contract End Date.....	N/A
K6.	Amendment History (leave blank if no prior amendments).....	N/A
K7.	Department Project Number.....	N/A

B1.	Is this a Board Contract? (Yes/No).....	Yes
B2.	Number of Workers Displaced (if any).....	0
B3.	Number of Competitive Bids (if any).....	2
B4.	Lowest Bid Amount (if bid).....	\$1,250,000.00
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number.....	
B7.	Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph).....	Yes

F1.	Encumbrance Transaction Code.....	
F2.	Current Year Encumbrance Amount.....	
F3.	Fund Number.....	001
F4.	Department Number.....	032
F5.	Division Number (if applicable).....	3420
F6.	Account Number.....	7060
F7.	Cost Center number (if applicable).....	N/A
F8.	Payment Terms.....	Monthly

V1.	Vendor Numbers (A=Auditor; P=Purchasing).....	P
V2.	Payee/Contractor Name.....	Aramark Correctional Services, LLC
V3.	Mailing Address.....	1101 Market Street
V4.	City State (two-letter) Zip (include +4 if known).....	Philadelphia, PA 19107
V5.	Telephone Number.....	215-238-3000
V7.	Contact Person.....	David Kimmel
V8.	Workers Comp Insurance Expiration Date.....	10-01-12
V9.	Liability Insurance Expiration Date[s] (G=Genl; P=Prof).....	10-01-12
V10.	Professional License Number.....	N/A
V11.	Verified by (name of county staff).....	Mark Mahurin

V12 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 06-14-12 Authorized Signature: Mark Mahurin



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
05/03/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: ACE American Insurance Company	22667-003
INSURED ARAMARK Correctional Services, LLC ARAMARK Corporation Its Divisions & Subsidiaries ARAMARK Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	INSURER B: Indemnity Insurance Company of North Amer	43575-001
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17868820 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ITP	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Law Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	HDOG2552990A	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ None \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insured for <input checked="" type="checkbox"/> Auto Physical Damage			ISAH08690479	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CA & MA WLRC46480880 AOS WLRC46480892 WI SCFC46480909	10/1/2011 10/1/2011 10/1/2011	10/1/2012 10/1/2012 10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

Severability of Interest clause provided. Sheriff's Office, Santa Barbara County is included as an Additional Insured. Above insurance is Primary and Non-Contributory to any other insurance as respects the liability arising out of ARAMARK's negligent act or omission. Waiver of Subrogation is provided in favor of Certificate Holder. The coverages evidenced provide first dollar coverage.

CERTIFICATE HOLDER	CANCELLATION
Sheriff's Office, Santa Barbara County 4436 Calle Real Santa Barbara, CA 93110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE