

AMENDMENT No. 5 TO YAMHILL COUNTY JAIL - FOOD SERVICES

THIS AMENDMENT NO. 5 is entered into this 3rd day of April, 2020 by and between the **Yamhill County**, a political subdivision of the State of Oregon, acting by and through the Sheriff's Office ("County"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WITNESSETH:

WHEREAS, the County and Aramark did on July 9, 2011, enter into an Agreement for the management of the food service operation at the Yamhill County Jail and the Yamhill County Juvenile Detention Center (as amended, the "Agreement");

WHEREAS, the Yamhill County Jail houses adult offenders and the Yamhill County Juvenile Detention Center houses juvenile offenders;

WHEREAS, the parties acknowledge the need to address the volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth, effective as of July 1, 2019.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** Paragraph 3 of the Agreement shall be deleted in its entirety and replaced with the following:

"Effective date; Expiration date. This Agreement is effective as of the Effective Date and Contractor will continue to provide Services in accordance with the terms of this Agreement for the duration of the initial term of this Agreement, unless previously terminated as provided herein. The initial term of this Agreement is from the Effective Date through June 30, 2022, unless otherwise amended or earlier terminated as provided herein. Upon the expiration of the initial term, the Agreement will automatically renew for an additional 12-month period, unless either party provides the other party with notice of its intent not to renew this Agreement, not less than 60 days prior to the end of the initial term. Agreement expiration does not extinguish or prejudice County's right to enforce this Agreement with respect to any default by Contractor that has not been cured."

2. **Price:** In accordance with Paragraph 6 of the Agreement, the parties mutually agree that the price per meal charged to the County by Aramark from July 1, 2017 through June 30, 2020, shall be as set forth on Attachment A. The parties agree that pursuant to paragraph 6 of the Agreement that the price shall increase July 1, 2020 as a result of changes in the Consumer

Attachment A

Yamhill County Jail
Effective July 1st, 2017, through June 30th, 2020

Inmate / Staff Combined Population

Population*	Price Per Meal
197-206	\$ 1.572
207-216	\$ 1.531
217-226	\$ 1.473
227-236	\$ 1.458
237-246	\$ 1.432
247-256	\$ 1.403
257-266	\$ 1.377
267-276	\$ 1.352
277-286	\$ 1.331
287-296	\$ 1.309
297-306	\$ 1.291

Juvenile Price per Meal = \$2.190

Juvenile Snack = \$0.592

Kosher Meal (for Juvenile & Adult) = \$1.536

*The population will be determined by dividing total inmate meals served per week by 21.

Exhibit "A"
B.O. 20-122