

JUVENILE BOARD ORDER

DATE: June 9, 2020

STATE OF TEXAS)(

COUNTY OF NUECES)(

WHEREAS, The Juvenile Board awarded food service contract RFP 3011-16 for the Juvenile Probation Department on November 16, 2016 to Aramark, Inc. The contract term commenced on February 1, 2017, and terminates January 31, 2018 with the option to be renewed for four (4) additional one-year terms; and

WHEREAS, The Nueces County Juvenile Probation Department requests that the Nueces County Juvenile Board approves the renewal for Amendment No. 4 to RFP 3011-16. This renewal will be the fourth (4) and final additional one-year renewal under the contract term. Amendment No. 4 will commence **February 1, 2021** and terminate **January 31, 2022**, and

WHEREAS, In our meal service contract, the service provider (Aramark, Inc.) has the option to submit a written notice before April 1st, to the Nueces County Juvenile Probation Department requesting a Consumer Price Index (CPI) increase; and

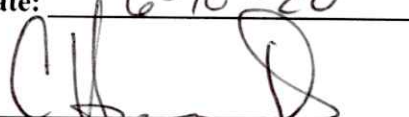
WHEREAS, Aramark, Inc. provided Nueces County Juvenile Probation Department a written notice on March 26, 2020 requesting a CPI increase of 2% *agreed upon* from the 3.21% based on the calculations from the 2019 Yearly Percentage CPI table. (See attached letter)

WHEREAS, It is agreed the current rate per meal of **\$4.19** will increase by 2% to **\$4.27** for breakfast, lunch and dinner effective **February 1, 2021**. Snacks will increase from **.51 cents** to **.52 cents**.

THEREFORE, The Juvenile Board of Nueces County does, hereby approve Amendment No. 4, the final renewal for RFP 3011-16 food service contract, commencing on **February 1, 2021** and terminating **January 31, 2022**. And further approves a CPI increase meal rate from **\$4.19** to **\$4.27** per meal for breakfast, lunch and dinner, and the one cent increase for snacks, from **.51 cents** to **.52 cents**.

Recommended by:

Date: 6-10-20


C. Homer Flores, Chief
Nueces County Juvenile Department

Approved by:

Date: 6-10-20


Judge Timothy McCoy, Chair
Juvenile Board of Nueces County

REQUEST FOR PROPOSAL AND CONTRACT NO. 3011-16

BETWEEN

Nueces County Juvenile Justice Center SFA, AND
Aramark Correctional Services, LLC, FSMC

AMENDMENT No. 4

This Request for Proposal and Contract Amendment No. 4 is made in consideration of the mutual covenants and Agreements contained herein by and between Nueces County Juvenile Justice Center, School Food Authority, (SFA), and Aramark Correctional Services, LLC, Food Service Management Company, (FSMC), to amend the Request for Proposal and Contract No. 3011-16 that was executed by SFA and FSMC and effective on February 1, 2017.

The Contract is amended as follows:

1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract is valid for the 2020-2021 school year. The Contract is currently for one-year period beginning February 1, 2020, and terminating on January 31, 2021, and may be renewed for one (1) additional FINAL one-year term upon mutual agreement between the SFA and FSMC.
2. This Amendment No. 4 is to exercise the renewal option of one (1) additional FINAL one-year (1) term remaining in this agreement. The renewal to the contract will be the fourth (4th) and FINAL renewal of this agreement for term period to begin February 1, 2021 and terminate January 31, 2022.
3. It is agreed the current rate per meal of \$4.19 will increase for CPI by 2% to \$4.27 for breakfast, lunch and dinner effective February 1, 2021. And snacks current rate of .51 cents will increase to .52 cents.
4. Section II, E of the Contract, entitled "Proposal Submission and Award," Bonding Requirements, is hereby amended by deleting all bid bond, performance bond, and payment bond requirements previously in effect as provided in *SP 35-2016, Bonding Requirements for Food Service Management Companies and Other Subcontractors* (May 5, 2016). Except for the specific bonding requirements applicable to CACFP (Child and Adult Care Food Program) and SFSP (Summer Food Service Program), as set forth in federal regulations applicable to CACFP and SFSP only, no bonding is required under this Contract. The attached revised budget is incorporated into this Contract and Amendment and reflects budget changes, if any, resulting from the removal of bonding requirements.
5. Section C. of the Contract, **Food Service**, paragraph 5 is amended as follows: the current language of the Contract is deleted and replaced with the sentence, "FSMC shall provide meals that meet the standard meal pattern set by USDA."
6. Exhibit B of the Contract, **Program Menu Cycles**, shall be amended in order that all menus and foods meet the latest USDA dietary guidelines.

7. The Contract is hereby amended by adding a new Paragraph 19, at page 24, Subsection G, entitled "Employees," as follows:

"19. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR Part 210.30, throughout the term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR Part 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements for their school nutrition program employees under this Contract."

8. The Contract is hereby amended by adding the following new Paragraph 6, at page 37, Subsection K, entitled: "Books and Records," as follows:

"6. If this is a fixed-meal rate contract, SFA shall ensure that all revenues from the sale of nonprogram foods accrues to the non-profit school food service account and that revenues available to support the production of reimbursable school meals does not subsidize the sale of nonprogram foods. For fixed-meal rate contracts, FSMC shall annually provide to SFA information on food costs and revenues and such information must include food costs for reimbursable meals, food costs for nonprogram foods, revenues from nonprogram foods, and total revenues. Nonprogram foods may include but are not necessarily limited to: a la carte; catered foods; vending machine foods; and student stores operated and any other sales generated through the nonprofit school food service account not already described herein. The foregoing information shall be utilized to determine compliance with revenue from nonprogram foods found at 7 CFR Part 210.14(f). FSMC shall also provide to SFA, upon request, historical information on the type and value of nonprogram foods and meals to be offered, such as catered foods. FSMC shall be responsible for providing SFA with, and calculating, nonprogram food costs and program revenues for determining compliance with 7 CFR Part 210.14(f), as provided in SP 20-2016, *Nonprofit School Food Service Account Nonprogram Food Revenue Requirements* (Dec. 23, 2015)."

9. All other terms of this Contract executed by SFA and FSMC remain the same.

10. This Amendment is only valid for the 2020-2021 school year. This Amendment shall terminate on **January 31, 2022**. The Contract may be renewed upon expiration of this Amendment if the Texas Department of Agriculture (TDA) determines there are no material changes in the nutrition standards and meal requirements in the Contract compared to those required by the April 25, 2016 Final Rule titled *Child and Adult Care Food Program: Meal Pattern Revisions Related to the Healthy, Hunger-Free Kids Act of 2010*, 81 FR 24348 (Final Rule). If TDA determines that there are material changes between the nutrition standards and meal requirements in the Contract compared to those required by the Final Rule, the Contract will have to be rebid effective July 1, 2019.

This Amendment is executed by the Parties in their capacities as stated below. All parties represent and warrant that the persons signing this Amendment are authorized to bind the respective parties.

AGREEMENT

FSMC certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

FSMC certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

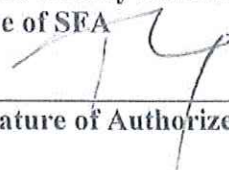
This fourth (4th) Amendment to the Contract shall be in effect for one year and will be the final option for renewal.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST: |

SCHOOL FOOD AUTHORITY:

Nueces County Juvenile Justice Center
Name of SEA


Signature of Authorized Representative

Judge Timothy McCoy
Typed Name of Authorized Representative

Juvenile Board Chairman
Title

6/17/2020
Date Signed

FOOD SERVICE MANAGEMENT

Aramark Correctional Services, Inc.
Name of FSMC


Signature of Authorized Representative

Mark Adams
Typed Name of Authorized Representative

VP Finance
Title

8/26/2020
Date Signed

DocuSigned by:
Blase Iaconelli
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ATTEST: |
COMPANY: Aramark Correctional Services, LLC