



GUILFORD COUNTY CONTRACT NO. 1378
Parent Contract No. 0

THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2019, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and ARAMARK SERVICES, INC., hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Parties entered into a CONTRACT on August 1, 2016 (contract #00208-07/16-124), and revised it on August 1, 2017 and July 1, 2018, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY: Food Services for the Guilford County Juvenile Detention Center;

WHEREAS, the initial Contract was for one (1) year with the option for four (4) additional one (1) year renewals and may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from July 1, 2019, through June 30, 2020, with one (1) remaining option to renew.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. The effective period of this Contract Renewal for Food Services for the GUILFORD COUNTY Juvenile Detention Center is hereby extended from July 1, 2019, through June 30, 2020 under the same terms and conditions as set forth in the initial Contract, as revised herein. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES. The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties. Certain goods and/or services and pricing provided hereunder are hereby changed as stated in this Agreement, including Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference and made a part of this Contract.

3. PRICING AND PAYMENT. As full compensation for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract, and as stated or revised in this Contract Renewal, as applicable, including Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference. Changes in pricing include a 2.1% price based on Consumer Price Index (CPI) Data based on the month of April, rather than March. CPI Data from the current USDA Consumer Price Indexes, CPI-U and CPI-W, which is used to calculate the annual Contract increase rate, if any, shall be drawn from the "Southeast Region" Data listed in the CPI reports.

Although the COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services, the financial exposure to the COUNTY is not expected to exceed \$202,717.00, and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159. Payment will be made to the PROVIDER by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

4. APPROPRIATION. This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.Gen. Stat. §153A-13.

5. PERFORMANCE AND PAYMENT BONDS. Performance and Payment Bonds are required hereunder in an amount equal to 25% of the total estimated Contract cost for the first twelve (12) month period of the initial Contract, which is \$50,679.25. The Performance and Payment Bonds are to be returned by the PROVIDER to the COUNTY along with execution of this Agreement.

6. INDEPENDENT CONTRACTOR/INDEMNIFICATION. PROVIDER shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the PROVIDER or any employee or agent of PROVIDER. PROVIDER is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY.

The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses, and attorney fees resulting from, or attributable to and all of their individual acts or omissions to the extent allowable by law. PROVIDER shall indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from any acts, errors or omissions of the PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the COUNTY.

7. INSURANCE. THE PROVIDER will continue to maintain general liability insurance and workers' compensation insurance coverage from an A-rated insurance company acceptable to the COUNTY and at the levels stated in the Specifications (Attachment A) to the initial Contract. GUILFORD COUNTY shall be named as an additional insured on the PROVIDER'S general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the COUNTY.

Upon entering into this Agreement, PROVIDER will provide Certificate(s) of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate."

Original insurance policies or certified copies may be required by the COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of this Agreement. Renewed policies and/or updated Certificates of Insurance shall be sent thirty (30) days prior to any expiration date.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY
DEPARTMENT NAME: JUVENILE DETENTION

With copy:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. 1378 ARAMARK SERVICES INC.

8. TERMINATION.

TERMINATION WITHOUT CAUSE. Either Party may terminate this Agreement for any reason without cause and without penalty upon ninety (90) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE. If, through any cause, the PROVIDER shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the PROVIDER and specifying the effective date thereof. In the event, all finished or unfinished deliverable items prepared by the PROVIDER under this contract shall, at the option of the COUNTY, become its property and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this agreement, and the COUNTY may withhold any payment due the PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contract's services from other sources and hold the PROVIDER responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the PROVIDER shall be an act of default under this contract.

9. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Exhibit C.

10. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

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Harley Will	Date
Guilford County Finance Director	