

52860

**Date:** September 29, 2016

**To:** Honorable Board of Acquisition and Contract

**From:** Kevin Cheverko  
Commissioner of Correction

**Re:** Request for authority to amend an agreement with Aramark Correctional Services, LLC in order to exercise the second renewal option for the period from January 1, 2017 through December 31, 2017, incorporate a CPI adjustment of 3% in the maximum per meal rate, and increase the aggregate not to exceed amount over the contract term from \$7,519,068 to \$9,910,000, payable at the rates specified in Schedule "A" to the annexed Resolution.

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Your Honorable Board approved a Resolution on October 24, 2013 authorizing the County of Westchester to enter into an agreement with Aramark Correctional Services, Inc. ("Aramark") for the provision of food service at the Department of Correction for the term from January 1, 2014 through December 31, 2015 at a cost not to exceed \$5,183,251 payable at the maximum rate of \$1.498 per meal served, with the County's option to renew the agreement for up to three (3) additional one (1) year periods (the "Agreement")

By Resolution approved on May 15, 2014, your Honorable Board amended the prior Resolution to reflect a maximum per-meal rate \$1.8350 based on an inmate population of 1,000, with increases in the population resulting in decreases to the price per meal as indicated in that Resolution.

The first renewal was duly executed. Authority is now requested for the County to amend the Agreement to exercise the second renewal option for the period from January 1, 2017 through December 31, 2017, incorporate a CPI adjustment of 3% in the maximum per meal rate, and increase the aggregate not to exceed amount over the contract term from \$7,519,068 to \$9,910,000, payable at the rates specified in Schedule "A" to the annexed Resolution. All other terms and conditions of the agreement will remain unchanged.

The Goals & Objectives of the contract is to prepare and serve food for 1000-1800 inmates daily in the most professional, yet cost efficient manner possible; the menus must consist of foods which are known to be popular/generally acceptable to the inmates and staff; the food must be prepared in accordance with tested recipes and preparation procedures; the hot and cold food must be held and transported under optimum temperature conditions; the menu and portion sizes must be consistent and in accordance with the menu specifications; there must be in place a verifiable audit trail which will, at all times, assure the Department that each inmate is receiving the specified nutritious meal.

It is in the best interest of the County to provide adequate nutritious food to the inmate so that the food does not become the source of inmate complaints, disciplinary problems or legal issues.

The contract will be tracked and monitored as follows: The Contractor will submit to the Food Service Administrator, in writing, within 15 days of the end of each fiscal year quarter, a report of food service activity to include but not limited to a complete accounting of the actual meals served, sack lunches, and snacks purchased; detail of all preventive maintenance and repairs performed on each piece of equipment including service type, date and vendor name; copies of all reports and records required to qualify for Federal Surplus Commodities, copies of all reports and records required for the County to obtain school lunch and breakfast reimbursement (if applicable); monthly/accounting period financial (profit and loss) reports detailing the operation of the food service on a monthly/accounting period, as well as quarterly and year to date summary basis. These statements must be the same as those produced by the Contractor in comparable management fee accounts.

Accordingly, I recommend approval of the annexed Resolution.

**RESOLUTION**

Upon a communication from the Commissioner of Correction, be it hereby

**RESOLVED**, that the County is authorized to amend the agreement with Aramark for the provision of food service at the Department of Correction, in order to exercise the County's second renewal option for the period from January 1, 2017 through December 31, 2017, incorporate a CPI adjustment of 3% in the maximum per meal rate, and increase the aggregate not to exceed amount over the contract term from \$7,519,068 to \$9,910,000, payable at the rates specified in Schedule "A" attached hereto and made a part hereof. Should the inmate population increase, the price per meal shall decrease as specified in the agreement; and be it further

**RESOLVED**, that all other terms and conditions of the prior Resolution shall remain unchanged; and be it further

**RESOLVED**, that all other terms and conditions of the agreement shall remain unchanged; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	35	1000	4380		2,390,932

Budget Funding Year(s) 2017 Start Date 01/01/17 End Date 12/31/17

(must match resolution)

Funding Source Tax Dollars \$2,390,932

State Aid \_\_\_\_\_

\$ 2,390,932 Federal Aid \_\_\_\_\_

(must match resolution)

Other \_\_\_\_\_

### Schedule "A-2"

Effective January 1, 2017 through December 31, 2017

Population		Service years		
Low	High	2014-2015	2016	2017
1000	1024	1.8350	1.8895	1.9394
1025	1049	1.8090	1.8627	1.9119
1050	1074	1.7850	1.8380	1.8865
1075	1099	1.7610	1.8133	1.8612
1100	1124	1.7410	1.7927	1.8400
1125	1149	1.7200	1.7711	1.8178
1150	1174	1.7010	1.7515	1.7978
1175	1199	1.6840	1.7340	1.7798
1200	1224	1.6664	1.7159	1.7612
1225	1249	1.6504	1.6994	1.7443
1250	1274	1.6354	1.6840	1.7284
1275	1299	1.6204	1.6685	1.7126
1300	1324	1.6064	1.6541	1.6978
1325	1349	1.5824	1.6294	1.6724
1350	1374	1.5604	1.6067	1.6492
1375	1399	1.5404	1.5861	1.6280
1400	1424	1.5224	1.5676	1.6090
1425	1449	1.5104	1.5553	1.5963
1450	1474	1.4994	1.5439	1.5847
1475	1499	1.4884	1.5326	1.5731
1500	1524	1.4784	1.5223	1.5625
1525	1549	1.4684	1.5120	1.5519
1550	1574	1.4584	1.5017	1.5414
1575	1599	1.4504	1.4935	1.5329
1600	1624	1.4414	1.4842	1.5234
1625	1649	1.4320	1.4745	1.5135
1650	1674	1.4240	1.4663	1.5050
1675	1699	1.4150	1.4570	1.4955
1700	1724	1.4070	1.4488	1.4870
1725	1749	1.3990	1.4406	1.4786
1750	1774	1.3920	1.4333	1.4712
1775	1799	1.3850	1.4261	1.4638
1800	1824	1.3780	1.4189	1.4564

\* Total number of inmate meals served per seven -day week is divided by twenty-one (21) to determine price point on the sliding scale.