

**Aramark Uniform & Career Apparel Group, Inc.**

**doing business as**

**Aramark Uniform & Career Apparel, LLC**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6202**

**THIS FIRST AMENDMENT** to that Agreement for Services #6202 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Aramark Uniform & Career Apparel Group, Inc., a Delaware corporation duly qualified to conduct business in the State of California, doing business as Aramark Uniform & Career Apparel, LLC, whose principal place of business is 7620 Wilbur Way, Sacramento, California 95828, (hereinafter referred to as "Contractor");

**R E C I T A L S**

**WHEREAS**, Contractor has been engaged by County to provide laundry and linen services and garment, linen, and accessory rental services on an as-requested basis for County departments pursuant to Agreement for Services #6202, dated March 23, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of March 31, 2023 for two (2) additional months, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$6,635 for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles to include updated contract provisions, adding **Exhibit B, California Levine Act Statement**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #6202 on the following terms and conditions:

I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term**: This Agreement shall become effective when fully executed by the parties hereto and shall expire on May 31, 2023, as amended.

- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A. Specific items not listed in Exhibit A shall be available at Contractor's then current pricing, and Contractor shall furnish a quote of the current published price for its item not included in Exhibit A. The parties agree that County may amend Exhibit A to add, update, or remove items as necessary without the execution of an Amendment by giving notice in accordance with ARTICLE XIII, Notice to Parties.

The total amount of this Agreement shall not exceed \$81,635, as amended, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall invoice requesting departments individually, at the address referenced in each service request.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

- III. **ARTICLE XIX, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be Contractor within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this

Agreement are Contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #6202 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6202 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Laura Schwartz*  
Laura Schwartz (Mar 31, 2023 14:59 PDT)

Dated: 03/31/2023

Purchasing Agent  
Chief Administrative Office  
"County"

--ARAMARK UNIFORM & CAREER  
APPAREL GROUP, INC.

doing business as

ARAMARK UNIFORM & CAREER APPAREL, LLC--

By: *Gabriel Ortega*  
Gabriel Ortega  
General Manager  
"Contractor"

Dated: 3-31-2023

**Aramark Uniform & Career Apparel Group, Inc.**

doing business as

**Aramark Uniform & Career Apparel, LLC**

**Exhibit B**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES  X  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES  X  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

3-31-2023  
Date

[Signature]  
Signature of authorized individual

Aramark Uniform  
Type or write name of company

Gabriel Ortega  
Type or write name of authorized individual



# CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 03/06/2023

Need Date: 03/20/2023

### PROCESSING DEPARTMENT:

Department: P&C

Dept. Contact: Matthew McKain

Phone: x5974

Department Head Signature: Jon Manning Digitally signed by Jon Manning  
Date: 2023.03.06 10:40:00  
-08'00'

Jon Manning, CPPB  
Administrative Analyst Supervisor

### CONTRACTOR:

Name: Aramark Uniform & Career Apparel Group, Inc.

Address: 7620 Wilbur Way

Sacramento, CA 95828

Phone: \_\_\_\_\_

Org Code: 06350000

Project String  
(if applicable): \_\_\_\_\_

### CONTRACTING DEPARTMENT: County-wide

Service Requested: Review and Approve

Description: First Amendment to Laundry and Linen Services and Garment, Linen, and Accessory Rental Services

Contract Term: 14 months Contract Value: \$81,635

### COUNTY COUNSEL: (must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 03/09/2023 By: Ted Wood Digitally signed by Ted Wood  
Date: 2023.03.09 06:32:31  
-08'00'

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved as to form with minor edits - TDW

Coco edits have been made. - MM

**COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!**

### HR APPROVAL:

Compliance with Human Resources requirements? Yes:  No:

Compliance verified by: Sera Salmayan Digitally signed by Sera Salmayan  
Date: 2023.03.10 15:07:18 -08'00'

### RISK MANAGEMENT APPROVAL: (all contracts & MOU's except boilerplate grant funding contracts)

Approved:  Disapproved:  Date: 03/09/2023 By: Michael Andersen Digitally signed by Michael Andersen  
Date: 2023.03.09 12:33:19 -08'00'

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

PLEASE EMAIL SIGNED DOCUMENT TO: matthew.mckain@edcgov.us

THANK YOU!