



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-302, **Version:** 1

Interoffice Memorandum

DATE: February 5, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Daniel P. Banks, Deputy County Administrator

FROM: Louis A. Quiñones, Jr., Chief, Corrections Department

CONTACT: Andrea Jones Lowery, Fiscal Manager, Corrections Department

PHONE: (407) 836-3511

DIVISION: Fiscal and Operational Support Division

ACTION REQUESTED:

Approval and execution of Release between Orange County and Aramark Correctional Services, LLC regarding a settlement in the amount of \$236,184 for Contract Y12-182-KS. (Fiscal and Operational Support Division)

PROJECT: Contract Y12-182-KS Settlement

PURPOSE: The Orange County Corrections Department has come to an agreement with Aramark Correctional Services, LLC concerning a settlement in the amount of \$236,184 to resolve outstanding kitchen repair/replacement issues regarding Contract Y12-182-KS.

BUDGET: N/A

BCC Mtg. Date: February 25, 2025

RELEASE

This Release (the “**Release**”) is entered into by **Orange County**, a Political Subdivision of the State of Florida (the “**County**”), effective February 25, 2025.

WHEREAS, Aramark Correctional Services, LLC (“**Aramark**”) and the County were parties to that certain Contract Y12-182, dated December 14, 2012 (the “**Contract**”);

WHEREAS, the County is claiming payment for replacement of equipment in the amount of \$450,856 pursuant to Exhibit A, Section 9 of the Contract (the “**Claim**”);

WHEREAS, Aramark believes that such equipment was replaced and/or repaired months ago when the Contract terminated back in May 2024; and

WHEREAS, the parties now wish to amicably resolve the dispute between them.

NOW, THEREFORE, in consideration of the promises and covenants set forth hereunder, and intending to be legally bound, the County agreed as follows:

1. In accordance with the terms of this Release, Aramark shall pay to the County the sum of \$236,184 on or before March 31, 2025 (the “**Payment**”). The Payment shall be made by wire transfer in accordance with the instructions provide to Aramark by letter from Wells Fargo Bank, 800 N. Magnolia Ave., Orlando, FL 32803.

2. Effective upon the County’s receipt of the Payment, the County releases and forever discharges Aramark and their respective officers, directors, shareholders, employees, agents, subsidiaries, affiliates, successors, and assigns from or with respect to any and all actions, causes of actions, suits, claims, controversies, damages, debts, dues, accounts, covenants, contracts, agreements, judgments, liabilities, obligations and demands whatsoever in law or in equity, wherever or however created, direct and/or derivative, whether or not heretofore known, unknown, suspected or asserted, based on or arising out of the Contract.

3. If any part of this Release is found to be invalid, illegal, or unenforceable by any court, arbitrator, arbitration panel or other tribunal having competent jurisdiction, the invalidity of such provision shall not affect the remaining provisions of this Release, which shall remain valid and enforceable, provided the same does not materially alter the rights or obligations of either party under this Release.

4. The County has received independent legal advice from attorneys of its own choice, with respect to the advisability of making the release provided for herein, and with respect to the execution of this Release by each party, that County’s attorneys carefully reviewed this Release and they approved this Release as to form and substance.

5. This Release shall be effective on the date set forth above.

IN WITNESS WHEREOF, the County has caused this Release to be executed on the date hereinafter indicated.

ORANGE COUNTY, FLORIDA

By: Byron W. Brooks

Date: February 25, 2025

Name: Byron Brooks

Title: County Administrator





2400 Market Street
Philadelphia, PA 19103

TEL 215.238.3209

January 29, 2025

VIA E-MAIL

Scott Shevenell
Assistant County Attorney
Orange County
P.O. Box 1393
Orlando, FL 32802-1393

Re: Aramark's Response to Orange County's Proposal

Dear Mr. Shevenell:

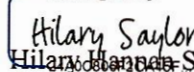
I am in receipt of your letter dated December 30, 2024 (the "December 2024 Letter"). Although Aramark Correctional Services, LLC ("Aramark") does not agree with the County's list of outstanding items in its December 2024 Letter, in the spirit of continuing to be steadfast partners, Aramark has agreed, that so long as the County executes the Release attached hereto as Exhibit A, that it shall render payment to the County in the amount of \$236,184.

Please advise as to the wiring instructions for release payment and we will provide the execution version of the Release.

If you have any questions, please feel free to contact me.

Sincerely,

DocuSigned by:


~~Hilary Saylor~~

Assistant General Counsel

cc: Louis Quinones, Chief, Corrections Department (via e-mail)
Andrea Lowery, Manager, Corrections Department (via e-mail)
Anthony Watts, Deputy Chief, Corrections Department (via e-mail)
Carrie Mathes, Procurement Manager (via e-mail)
Tracy Tomkiewicz, Regional Vice President, Aramark (via e-mail)
Mark Trinidad, District Manager, Aramark (via e-mail)

Mr. Shevenell
January 29, 2025
Page 2

Exhibit A

See attached.

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ORANGE COUNTY, FLORIDA

By: _____ Date: _____, 2025

Name: _____

Title: _____



COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, County Attorney

201 South Rosalind Avenue ■ 3rd Floor
Reply To: Post Office Box 1393
Orlando, FL 32802-1393
407-836-7320 ■ Fax 407-836-5888
www.ocfl.net

December 30, 2024

Deputy County Attorney
Georgiana Holmes

Senior Assistant County Attorneys

Debra Babb-Nutcher
Whitney E. Evers

Assistant County Attorneys

Lee N. Bernbaum

Joy Carmichael

Tatiana Cordner

James Harwood

James Hetz

Andrew W. Mai

Sawsan Mohiuddin

Desmond Morrell

Matthew Pritchett

Dylan Schott

Scott Shevenell

Heather Wallace

Shonda White

Legal Administrative Supervisor

Dan Randolph

Senior Paralegal

Melessia Lofgren

Paralegals

Lamar Sharpe

Maria Vargas

Hilary Hannan Saylor, Assistant General Counsel
Aramark
2400 Market Street, 8th Floor
Philadelphia, PA 19103

RE: Inmate Food Services Contract, Orange County Corrections Department

Dear Ms. Saylor:

The Orange County Corrections Department (OCCD) in Orange County, Florida, through the Orange County Attorney's Office, is looking for an equitable resolution to address Aramark's outstanding obligations pursuant to Orange County Contract Y12-182-KS.

On December 14, 2012, your company began performing services at OCCD under the above-listed contract. Those services ended on May 13, 2024. As I'm sure you are aware, Exhibit A, section 9 of the contract required Aramark to ensure all equipment turned over to OCCD at the end of the contract period was in excellent working order. In addition, Aramark was responsible for all maintenance on the equipment, at no cost to Orange County, as well as the replacement of equipment that became unserviceable. To date, there are several outstanding items at OCCD that were never repaired or replaced as required by the contract.

OCCD has identified the following items that still need repair/replacement, since the departure of Aramark, along with corresponding cost estimates:

- | | |
|--|-----------|
| • 3 Convection Ovens (\$12,900 each) | \$ 38,700 |
| • 1 Baxter Oven | \$ 55,492 |
| • 2 Ten-Gallon Steam Kettles (\$18,810 each) | \$ 37,620 |
| • 1 Stove Top (Flat) Range 2796 | \$ 6,000 |
| • 8 One Hundred-Gallon Steam Kettles (\$35,498 each) | \$283,984 |
| • 1 Convection Steamer | \$ 29,060 |

The total estimated cost for repairs/replacement, as required by the contract, is \$450,856. While the County is confident it has a valid claim for such an amount, it also has an interest in promptly resolving an issue that has needlessly dragged on for months. To that end, the County is focused on recovering payment for the following items: 3 Convection Ovens (\$38,700); 1 Baxter Oven (\$55,492); 4 One Hundred-Gallon Steam Kettles (\$141,992), for a total of **\$236,184**. Orange County has other interests with Aramark and would certainly like to believe it is doing business with a

responsible partner who will honor its contractual obligations. If Aramark agrees with the \$236,184, OCCD will recommend the amount to the Orange County Board of County Commissioners as a reasonable settlement to resolve the outstanding repair/replacement issues regarding Contract Y12-182-KS, allowing the parties to confidently move forward with other endeavors. The County is looking to have this issue completely resolved by January 31, 2025. We look forward to your response.

Sincerely,

A handwritten signature in black ink that reads "Scott Shevenell". The signature is written in a cursive, flowing style.

Scott Shevenell
Assistant County Attorney