

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **January 1, 2015**, in San Francisco, California, by and between **ARAMARK Correctional Services, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below);
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to decrease the performance period, adjust the calculation of charges, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated **First day of July, 2012** between Contractor and City,

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2, **Term of the Agreement** of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2017**. In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than seven (7) years.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2016**. In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than seven (6) years.

2b. Appendix B Appendix B, Calculation of Charges of the Agreement currently reads as follows:

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

Per Meal Price, Inmate (w/o Tax)	\$1.438
Per Meal Price, Staff (w/o Tax)	\$2.990
• Applicable taxes (by County where the meal is served) will be paid in addition to above prices. Currently San Francisco Tax is 8.5%, and San Bruno Tax is 8.25%.	

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index for San Francisco Area Away from Home Food, December 2014 Index. City is willing to renegotiate the cost per meal if the inmate population drops below 1500 for a period of 30 days or more.

*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal.

Side Orders:

Cold Cereal	\$1.19
Milk (1%, ½-pt.)	\$0.49
Oatmeal Cup	\$1.39
Orange Juice	\$0.75

Fruit Punch	\$0.49
Assorted Chips	\$0.75
Yogurt	\$0.75
Cookies	\$0.75
Salad	\$0.49
Taster's Choice Instant Coffee Packet	\$0.13

Such section is hereby amended in its entirety to read as follows:

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

Per Meal Price, Inmate (w/o Tax)	\$1.438
Per Meal Price, Staff (w/o Tax)	\$2.990

- Applicable taxes (by County where the meal is served) will be paid in addition to above prices. Currently San Francisco Tax is 8.75%, and San Bruno Tax is 9.00%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the inmate per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home, for the calculated average percent change of the monthly Consumer Price Index from May 2013 to April 2014; which equates to a cost per inmate meal adjustment of 3.78% retroactive to July 1, 2014. City agrees that the price per inmate meal shall be increased by 3.78% from \$1.438 to \$1.492 effective July 1, 2014.

The San Francisco Sheriff's Department agrees that the price per inmate meal shall be adjusted effective July 1, 2015, and that any adjustment shall be based on and consistent with the calculated average monthly percent change for May 2014 through April 2015 of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home. The price per meal cost adjustment is not applicable to the Per Meal Price for the San Francisco Sheriff's Department Staff.

*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal, the prices shall be as follows:

Side Orders:	
Cold Cereal	\$1.19
Milk (1%, ½-pt.)	\$0.49
Oatmeal Cup	\$1.39
Orange Juice	\$0.75

Fruit Punch	\$0.49
Assorted Chips	\$0.75
Yogurt	\$0.75
Cookies	\$0.75
Salad	\$0.49
Taster's Choice Instant Coffee Packet	\$0.13

2c. Insurance. Section 15 is hereby replaced in its entirety to read as follows:

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$4,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to

A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2d. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2)

participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **January 1, 2015**.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:



Ross Mirkarimi
Sheriff
San Francisco Sheriff's Department

Approved as to Form:


Dennis J. Herrera
City Attorney

By:



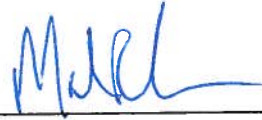
Jana Clark
Deputy City Attorney

Approved:

for 
Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

CONTRACTOR

ARAMARK Correctional Services, LLC.



Mark R. Adams
Vice President, Finance
ARAMARK Corrections Division
ARAMARK Tower 1101 Market Street
Philadelphia, PA 19107

City vendor number: 18054