

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

Third Amendment

THIS AMENDMENT (this “Amendment”) is made as of **July 1, 2017**, 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 extend the term of the Agreement for 1 year, expand the Services to be provided by Contractor, in Appendix A, to include coffee and garbage services;

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 July 1, 2012 between Contractor and City, as amended by the:

First amendment, dated January 1, 2015, and
Second amendment, dated July 1, 2016.

1b. 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 one option 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 six (6) 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, 2018**.

In addition, the City shall have the option to extend the term of the Agreement for additional period(s) of not less than six (6) months, and City shall provide notice to Aramark of intention to extend the term of the Agreement at least thirty (30) days before the expiration of the Agreement.

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 8.75%, 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 July 1, 2016. Any price adjustment shall be based on and consistent

with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, San Francisco Area, Food Away from Home) from May 2014 through April 2015 and May 2015 through March 2016, for the adjustments effective July 1, 2015 and July 1, 2016 respectively. Consumer Price Index change from May 2015 through March 2016 for the adjustments effective July 1, 2016 equates 4.943%. City agrees that the price per inmate meal shall be increased by 4.943% from 1.530 to \$1.606 effective July 1, 2016. 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

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. As of January 1, 2017, San Francisco Tax is 8.5%, and San Bruno Tax is 8.75%.

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 July 1, 2016. Any price adjustment shall be based on and consistent with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, San Francisco Area, Food Away from Home) from May 2014 through April 2015 and May 2015 through March 2016, for the adjustments effective July 1, 2015 and July 1, 2016 respectively. Consumer Price Index change from May 2015 through March 2016 for the adjustments effective July 1, 2016 equates to 4.943%. City agrees that the price per inmate meal shall be increased by 4.943% from \$1.530 to \$1.606 effective July 1, 2016. The price per meal cost adjustment is not applicable to the Per Meal Price for the San Francisco Sheriff's Department Staff.

The San Francisco Sheriff's Department agrees that the price per inmate meal shall be adjusted effective July 1, 2017. Any price adjustment shall be based on and consistent with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, San Francisco Area, Food Away from Home) from May 2016 through April 2017, for the adjustment effective July 1, 2017.

*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. Appendix A, Section 12b. Section 12.b (Trash Disposal) of the Agreement currently reads as follows:

b) Trash Disposal. ARAMARK is responsible for preparing the trash from the kitchen area for disposal by Sheriff's staff and inmate workers. ARAMARK is responsible for keeping the areas of the kitchens where the garbage awaits disposal in a neat and sanitary condition at all times. All garbage must be broken down or reduced in size so as to minimize the amount of space needed in the dumpster. ARAMARK will participate in all County mandated recycling programs and will clean, crush and/or break down recyclable materials as specified by the recycler.

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

b) Trash Disposal. ARAMARK is responsible for preparing the trash and/or supervising inmates assigned to prepare the trash from the kitchen area for disposal by Sheriff's staff and inmate workers. ARAMARK is responsible for keeping the areas of the kitchens where the garbage awaits disposal in a neat and sanitary condition at all times. All garbage must be broken down or reduced in size so as to minimize the amount of space needed in the dumpster. ARAMARK staff will transport the garbage from the kitchen/designated areas to the dumpster. ARAMARK will participate in all County mandated recycling programs and will clean, crush and/or break down recyclable materials as specified by the recycler.

i. Hall of Justice Facility.

1. **County Jail #1 (CJ1), County Jail #2 (CJ2), and Central Records Unit, located on the 6th Floor (CRU):** SFSD sworn staff and inmate workers will collect and prepare the garbage from the units at County Jail #1 (CJ1), County Jail #2 (CJ2), and Central Records Unit, located on the 6th Floor (CRU) and transport the garbage in bins to the designated area in the basement of the Hall of Justice (HOJ). ARAMARK will transport the garbage bins from the designated area in the basement to the dumpster located at the Hall of Justice.
2. **County Jail #4 (CJ4):** SFSD sworn staff and inmate workers will collect the garbage from the units at County Jail #4 (CJ4). ARAMARK will supervise inmate workers in the preparation of the garbage in the kitchen/designated work area located in County Jail #4 (CJ4). ARAMARK will transport the garbage bins from the kitchen/ designated work area located in County Jail #4 (CJ4) to the dumpster located at the basement of the Hall of Justice.

ii. **San Bruno Facility.** SFSD sworn staff and inmate workers will collect the garbage from the units at County Jail #5 (CJ5). ARAMARK will supervise inmate workers in the preparation of the garbage in the kitchen/ designated work area located in County Jail #5 (CJ5). SFSD staff and inmate workers will transport the garbage bins from the designated area to the dumpster located at the San Bruno County Jail Facility.

iii. **Garbage Service.** A Garbage Service consist of transporting the garbage bins from the designated areas located in the basement and CJ4 to the dumpster located at the Hall of Justice (HOJ). ARAMARK will perform two Garbage Services per day. One Garbage Service in the morning around 0900 hours and the second after dinner service around 1730 hours. ARAMARK will

perform the garbage service seven (7) days per week. SFSD sworn staff will accompany ARAMARK employee for security and communication between facilities during the Garbage Service.

- iv. **Designated Area in the Basement of HOJ.** Sheriff sworn staff and inmate workers will collect the garbage from the units at County Jail #1 (CJ1), County Jail #2 (CJ2), Central Records Unit (CRU) and transport the garbage in bins to the designated area in the basement of the Hall of Justice.

ARAMARK will transport the garbage bins from the basement to the dumpster.

- v. **Volume of Garbage.** The average volume of daily garbage that require removal:

- County Jail #1 (CJ1) has an average of four (4) bins of garbage per day
- County Jail #2 (CJ2) has an average of four (4) bins of garbage per day
- Central Records Unit (CRU) has an average of one (1) bin two (2) times per week
- County Jail #4 (CJ4) has an average of eight (8) bins of garbage per day
- The average volume of daily garbage may increase or decrease as it corresponds to the inmate population and SFSD employees.

- vi. **Cleaning of Bins.** At the minimum, ARAMARK will clean the bins utilized for the daily garbage service once a week to meet the Sheriff's Department's standards for sanitation and health.

- vii. **Cost.** The allocated monthly charge to the City for the Garbage Service will be **\$6,900**.

- viii. **Invoice.** ARAMARK will remit a monthly invoice to the Sheriff's Department for the Garbage Service. The invoice must include a unique invoice number containing a detailed description of the items and service being invoiced.

2d. Appendix A, Section 21. Section 21. (Staff Meals) of the Agreement currently reads as follows:

21) Staff Meals.

- a) ARAMARK will supply the staff meal at the negotiated and agreed upon price-per-meal, and this price will include all necessary service items such as disposable plates, cups, cup

holders, sugar, creamer, stirrers, napkins, disposable utensils, condiments, etc. ARAMARK will provide a fixed Staff Menu. (See Appendix C-1)

- b) Staff meals will only be prepared by ARAMARK employees.
- c) A fixed staff menu as described in Appendix C-1 will be provided for staff assigned to jail facilities. One meal for each staff member on shift will be provided at facilities that operate with three 8-hour shifts. A minimum of one meal and maximum of two meals per shift will be provided for each staff member at jails that operate with two 12-hour shifts.
- c) The procedure for SFSD staff to order meals will be as follows:

Meal tickets will be passed out during Muster. They will be collected by SFSD staff (usually Kitchen Deputy or Trustee Boss post assignments). They will be delivered to Aramark personnel in the kitchen. Aramark employees will place the ordered meals in individual bags marked with a name or star number. The meals will be delivered to the Officer Dining room by Aramark employees. Depending on the type of meal ordered, the Aramark employee will place the meal in the cooler or heater.
- d) At the request of Staff, the menu will be reviewed every six months and revised to provide variety.
- e) SFSD reserves the right to decline the provision of staff meals, during the course of this agreement, pending the re-negotiation of the Memorandum of Understanding with Sheriff's Deputy Unions.
- f) ARAMARK will not be allowed to install vending machines in any area of any jail.

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

21) Staff Meals.

- a) ARAMARK will supply the staff meal at the negotiated and agreed upon price-per-meal, and this price will include all necessary service items such as disposable plates, cups, cup holders, sugar, creamer, stirrers, napkins, disposable utensils, condiments, etc. ARAMARK will provide a fixed Staff Menu. (See Appendix C-1)
- b) Staff meals will only be prepared by ARAMARK employees.
- c) A fixed staff menu as described in Appendix C-1 will be provided for staff assigned to jail facilities. One meal for each staff member on shift will be provided at facilities that operate with three 8-hour shifts. A minimum of one meal and maximum of two meals per shift will be provided for each staff member at jails that operate with two 12-hour shifts.
- d) The procedure for SFSD staff to order meals will be as follows:

Meal tickets will be passed out during Muster. They will be collected by SFSD staff (usually Kitchen Deputy or Trustee Boss post assignments). They will be delivered to Aramark personnel in the kitchen. Aramark employees will place the ordered meals in individual bags marked with a name or star number. The meals will be delivered to the Officer Dining room by Aramark employees. Depending on the type of meal ordered, the Aramark employee will place the meal in the cooler or heater.
- e) At the request of Staff, the menu will be reviewed every six months and revised to provide variety.

f) SFSD reserves the right to decline the provision of staff meals, during the course of this agreement, pending the re-negotiation of the Memorandum of Understanding with Sheriff's Deputy Unions.

g) ARAMARK will not be allowed to install vending machines in any area of any jail.

h) **Coffee Service.** ARAMARK will provide unlimited coffee for Sheriff's Department's staff.

- i. **Coffee Machines and Coffee.** ARAMARK will provide **five (5)** commercial grade coffee machines and coffee at designated areas located at County Jail #1 (CJ1), Custody Operations Division (COD) Admin staff, County Jail #2 (CJ2), County Jail #4 (CJ4), and County Jail #5 (CJ5). The coffee machines will provide hot water on demand for single serve teas and decaf coffee and will require plumbing to the facilities water supply.
- ii. **Supplies.** ARAMARK will provide coffee supplies that include, at the minimum, coffee, paper cups, stir sticks, sugar and creamer.
 - 1) ARAMARK will monitor the coffee supply inventory of coffee, cups, stir sticks, sugar, and creamer to ensure supplies are always stocked to meet the Staff Count per Appendix A Section 21. h. iv.
 - 2) All disposable food service ware (cups, napkins, spoons, stir sticks) provided by ARAMARK shall use Biodegradable/Compostable or Recyclable product to comply with Section 59, Food Service Waste Reduction Requirements, of the Inmate Food Contract.
- iii. **Maintenance and Repair.** ARAMARK will provide monthly maintenance on the coffee machines to ensure they are operating properly. ARAMARK will replace an inoperable coffee machine within twenty-four (24) hours following notification to ARAMARK from SFSD Command Staff.
- iv. **Staff Count.** ARAMARK will provide coffee to meet the demands of the following Sheriff's staff counts:
 - **County Jail #1 (CJ1)** – 41 staff
 - **Custody Operations Division (COD)** – 21 staff
 - **County Jail #2 (CJ2)** – 52 staff
 - **County Jail #4 (CJ4)** – 33 staff
 - **County Jail #5 (CJ5)** – 102 staff
- v. **Cost.** The allocated monthly charge to the City for the Coffee Service will be **\$4,800**, and the Coffee Service charge shall be subject to a price adjustment on an annual basis. Any price adjustment shall be based on and consistent with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, San Francisco Area, Food Away from Home) from May 2017 through April 2018, for the adjustment effective July 1, 2018.

vi. **Invoice.** ARAMARK will remit a monthly invoice to the Sheriff's Department for the Coffee Service. The invoice must include a unique invoice number containing a detailed description of the items and service being invoiced.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2017**.


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.

RECEIVED
JUN 12 10 03 AM '17
PURCHASING DEPARTMENT

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

CITY

Recommended by:



Vicki Hennessy
Sheriff
San Francisco Sheriff's Department

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Jana Clark
Deputy City Attorney

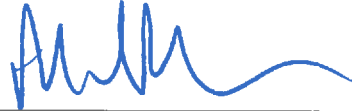
Approved:



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**

for