

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2016**, 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 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 **July 1, 2012** between Contractor and City, as amended by the:

First amendment, dated January 1, 2015.

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, 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.

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, 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.

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 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

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 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

2c. Sugar-Sweetened Beverage Prohibition. Section 58 is hereby replaced in its entirety to read as follows:

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2016**.

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

CONTRACTOR

Recommended by:

ARAMARK Correctional Services, LLC.



Vicki Hennessy
Sheriff
San Francisco Sheriff's Department


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


Approved as to Form:

City vendor number: **18054**

Dennis J. Herrera
City Attorney

By: 
Jana Clark
Deputy City Attorney

Approved:


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

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