

**AMENDMENT TO
AGREEMENT
BETWEEN
THE COUNTY OF SANTA BARBARA, CA
AND
ARAMARK CORRECTIONAL SERVICES**

This Amendment to the July 10, 2012 Agreement between the County of Santa Barbara, California and Contractor Aramark Correctional Services, LLC (the "Agreement"), constitutes a part of the Agreement as if originally set forth therein. Except as amended herein, the terms and conditions of the Agreement remain in full force and effect. If any inconsistency or ambiguity exists between this Amendment and the Agreement, the terms of this Amendment shall control.

WHEREAS, County intends to continue with Contractor's services as established under the terms of Exhibit A of the Agreement;

NOW THEREFORE, the parties agree as follows:

Amendments

Effective as of September 1, 2013, the Agreement is amended as follows:

Section 20 of the agreement is replaced in its entirety with the following:

20. ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein.

- A.** This Agreement may be amended or modified only by the written mutual consent of the parties hereto. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section.
- B.** Any amendments or modifications that do not materially change the terms of this agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) or changes to the Fee Schedules which are consistent with the stated provisions for CPI increases as outlined in Exhibit B may be approved by the Sheriff.
- C.** The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this agreement was modified, cancelled, superseded or changed by any oral Agreements, course of conduct, waiver or estoppel.

Section VII of Exhibit B is replaced in its entirety with the following:

VII. Fee schedules:

Prices set forth are not inclusive of tax. ARAMARK will charge the price set forth below plus the applicable taxes to the County.

A Prices set forth are not inclusive of tax. ARAMARK will charge the price set forth below plus the applicable taxes to the County.

B Non-Construction

1. Defined as when the full onsite jail kitchen is available for meal production.
 - a. Inmate Meals
 1. Regular Inmate Meal - \$0.8994 plus applicable tax per meal
 2. Kosher/Special/Halal - \$3.0599 plus applicable tax per meal
 3. Juvenile Meal - \$3.0599 plus applicable tax per meal
 - b. Staff Meals
 1. Regular - \$3.07 plus applicable tax per meal
 2. Enhanced Options Menu - To be determined by both parties

C During Construction

1. Defined as when the full onsite jail kitchen is not available for meal production and meals are prepared off-site and delivered to the facility.
 - a. Inmate Meals
 1. Regular Inmate Meal - \$ 1.0735 plus applicable tax per meal
 2. Kosher/Special/Halal - \$ 3.0599 plus applicable tax per meal
 3. Juvenile Meal - \$ 3.0599 plus applicable tax per meal
 - b. Staff Meals
 1. Regular - \$ 3.07 plus applicable tax per meal
 2. Enhanced Options - Menu Not Available
2. Upon commencement of construction, the parties hereby agree that the prices set forth above in Section VI.C.1. shall immediately be increased by the current Market Basket/CPI rate notwithstanding the fact that construction may commence within the first year of operations. Additionally, for the avoidance of doubt, such prices shall further be subject to annual changes upon the anniversary date of this Agreement in accordance with Section II.B and II.C.

D For the avoidance of doubt, the prices set forth in this Amendment shall be effective from September 1, 2013 through June 30, 2014 unless otherwise subsequently modified by the parties in accordance with the terms of this Amendment and the Agreement.

Subsequent changes to this Fee Schedule based upon CPI calculations shall be made by written agreement between the Contractor and the Sheriff, pursuant to Section 20.B.of this Agreement.

COUNTY OF SANTA BARBARA

By_____

Salud Carbajal, Chair
Board of Supervisors

ATTEST:
CLERK OF THE BOARD

CONTRACTOR

By:_____

Michael Allen
Chief Deputy Clerk

By:_____

Mark R. Adams, Vice President
ARAMARK Correctional Services, LLC

APPROVED AS TO FORM:
COUNTY COUNSEL

APPROVED AS TO FORM:
AUDITOR-CONTROLLER

By:_____

Kevin E. Ready, Sr.
Senior Deputy County Counsel

By:_____