

ATTACHMENT

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**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 Each party waives its future right to claim, contest or assert that this agreement was modified, cancelled, superseded or changed by any oral Agreements, course of conduct, waiver or estoppel.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

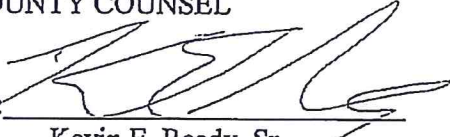
ATTEST:
CLERK OF THE BOARD

By: 
Michael Allen
Chief Deputy Clerk

CONTRACTOR

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

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel

APPROVED AS TO FORM:
AUDITOR-CONTROLLER

By: 



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order
September 17, 2013

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam,
and Supervisor Lavagnino

SHERIFF

File Reference No. 13-00706

RE: Approve and authorize the Chair to execute an Amendment to the Agreement with Aramark Correctional Services for food services to the Santa Barbara County Jail that allows for a 2.34% increase in the cost of inmate and staff dining meals at the Main Jail effective September 1, 2013 and authorizes the Sheriff to approve annual CPI increases for the term of the existing Contract.

A motion was made by Supervisor Lavagnino, seconded by Supervisor Adam, that this matter be Approved; Chair to Execute. The motion carried by the following vote.

Ayes: 4 - Supervisor Carbajal, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino
Noes: 1 - Supervisor Wolf

**AMENDMENT 2
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 July 1, 2014, the Agreement is amended as follows:

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 - \$0.9215 plus applicable tax per meal
2. Kosher/Special/Halal - \$3.1352 plus applicable tax per meal
3. Juvenile Meal - \$3.1352 plus applicable tax per meal

b. Staff Meals

1. Regular - \$3.1455 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 - \$ 1.0999 plus applicable tax per meal
 2. Kosher/Special/Halal - \$ 3.1352 plus applicable tax per meal
 3. Juvenile Meal - \$ 3.1352 plus applicable tax per meal
 - b. Staff Meals
 1. Regular - \$ 3.1455 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 July 1, 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


Bill Brown
Sheriff

CONTRACTOR

By


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

**AMENDMENT 3
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 July 1, 2015, the Agreement is amended as follows:

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

VII. Fee schedules:

- 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 - \$0.9485 plus applicable tax per meal
 - 2. Kosher/Special/Halal - \$3.2271 plus applicable tax per meal
 - 3. Juvenile Meal - \$3.2271 plus applicable tax per meal
 - b. Staff Meals
 - 1. Regular - \$3.2377 plus applicable tax per meal
 - 2. Enhanced Options Menu – To be determined by both parties

- C For the avoidance of doubt, the prices set forth in this Amendment shall be effective from July 1, 2015 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 the Agreement.

COUNTY OF SANTA BARBARA

By

 6/10/15

Bill Brown
Sheriff

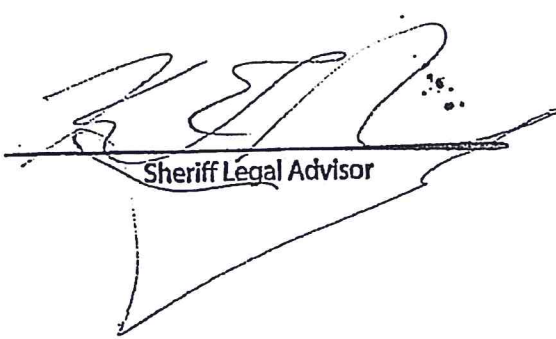
CONTRACTOR

By:



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

Approved as to Form


Sheriff Legal Advisor

**AMENDMENT 4
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 (as amended, 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 July 1, 2016, the Agreement is amended as follows:

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

VII. Fee schedules:

- 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 - \$0.9738 plus applicable tax per meal
 - 2. Kosher/Special/Halal - \$3.3133 plus applicable tax per meal
 - 3. Juvenile Meal - \$3.3133 plus applicable tax per meal
 - b. Staff Meals
 - 1. Regular - \$3.3241 plus applicable tax per meal
 - 2. Enhanced Options Menu – To be determined by both parties

- C For the avoidance of doubt, the prices set forth in this Amendment shall be effective from July 1, 2016 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 the Agreement.

COUNTY OF SANTA BARBARA

By  *6/21/16*

Bill Brown
Sheriff

CONTRACTOR

By: 

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

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

This Fifth Amendment to the July 10, 2012 Agreement between the County of Santa Barbara, California ("County") and Aramark Correctional Services, LLC ("Contractor") (as amended, 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, Parties desire to amend the Agreement to effectuate the Fee Schedule.

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. This Fifth Amendment shall be effective as of July 1, 2017.

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

VII. Fee schedules:

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 - \$0.9969 plus applicable tax per meal

2. Kosher/Special/Halal - \$3.3918 plus applicable tax per meal
3. Juvenile Meal - \$3.3918 plus applicable tax per meal
- b. Staff Meals
 1. Regular - \$3.4029 plus applicable tax per meal
 2. Enhanced Options Menu - To be determined by both parties

C. 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.

c. Inmate Meals

4. Regular Inmate Meal - \$1.1589 plus applicable tax per meal
5. Kosher/Special/Halal - \$3.3036 plus applicable tax per meal
6. Juvenile Meal - \$3.3036 plus applicable tax per meal

d. Staff Meals


3. Regular - \$3.3144 plus applicable tax per meal
4. Enhanced Options Menu - To be determined by both parties

D. For the avoidance of doubt, the prices set forth in this Amendment shall be effective from July 1, 2017 unless otherwise subsequently modified by the parties in accordance with the terms of this Amendment and the Agreement.

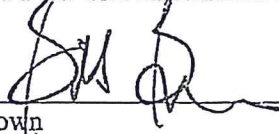
2. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment in their official capacity and with legal authority to do so.

CONTRACTOR

By 
Mark R. Adams, Vice President, Finance
Aramark Correctional Services, LLC

COUNTY OF SANTA BARBARA

By  11/15/17
Bill Brown
Sheriff

Approved as to Form


Michelle Olson
Sheriff Legal Advisor

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

This Sixth Amendment to the July 10, 2012 Agreement between the County of Santa Barbara, California ("County") and Aramark Correctional Services, LLC ("Contractor") (as amended, 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, Parties desire to amend the Agreement to effectuate the Fee Schedule.

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. This Sixth Amendment shall be effective as of July 1, 2018.

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

VII. Fee schedules:

- 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 - \$1.0218 plus applicable tax per meal
 2. Kosher/Special/Halal - \$3.4766 plus applicable tax per meal
 3. Juvenile Meal - \$3.4766 plus applicable tax per meal
 - b. Staff Meals
 1. Regular - \$3.4880 plus applicable tax per meal
 2. Enhanced Options Menu - To be determined by both parties

- C. 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.

c. Inmate Meals

- 4. Regular Inmate Meal - \$1.1869 plus applicable tax per meal
- 5. Kosher/Special/Halal - \$3.3862 plus applicable tax per meal
- 6. Juvenile Meal - \$3.3862 plus applicable tax per meal

d. Staff Meals

- 3. Regular - \$3.3973 plus applicable tax per meal
- 4. Enhanced Options Menu - To be determined by both parties

D. For the avoidance of doubt, the prices set forth in this Amendment shall be effective from July 1, 2018 unless otherwise subsequently modified by the parties in accordance with the terms of this Amendment and the Agreement.

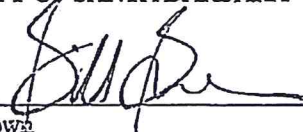
- 2. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Sixth Amendment in their official capacity and with legal authority to do so.

CONTRACTOR

By 
Mark R. Adams, CFO
Aramark Correctional Services, LLC

COUNTY OF SANTA BARBARA

By  9/28/18
Bill Brown
Sheriff

Approved as to Form



Michelle Olmsted
Sheriff Legal Advisor

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

This Ninth Amendment to the July 10, 2012 Agreement between the County of Santa Barbara, California (“County”) and Aramark Correctional Services, LLC (“Contractor”) (as amended, 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, Parties desire to amend the Agreement to effectuate the Fee Schedule.

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. This Sixth Amendment shall be effective as of July 1, 2019.
2. Section VII of Exhibit B is replaced in its entirety with the following:

VII. Fee schedules:

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 - \$1.0523 plus applicable tax per meal
2. Kosher/Special/Halal - \$3.5802 plus applicable tax per meal
3. Juvenile Meal - \$3.5802 plus applicable tax per meal

b. Staff Meals

1. Regular - \$3.5919 plus applicable tax per meal
2. Enhanced Options Menu - To be determined by both parties

C. 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 - \$1.2222 plus applicable tax per meal.


2. Kosher/Special/Halal - \$3.4871 plus applicable tax per meal
 3. Juvenile Meal - \$3.4871 plus applicable tax per meal
2. Staff Meals
1. Regular - \$3.4985 plus applicable tax per meal
 2. Enhanced Options Menu - To be determined by both parties

D. For the avoidance of doubt, the prices set forth in this Amendment shall be effective from July 1, 2019 unless otherwise subsequently modified by the parties in accordance with the terms of this Amendment and the Agreement.


3. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Sixth Amendment in their official capacity and with legal authority to do so.

CONTRACTOR

By  _____
Mark R. Adams, CFO
Aramark Correctional Services, LLC

COUNTY OF SANTA BARBARA

By  _____ 12/19/19
Bill Brown
Sheriff