

**SECOND AMENDMENT TO AGREEMENT WITH ARAMARK
FOR INMATE COMMISSARY AND FOOD SERVICES**

THIS SECOND AMENDMENT to the above-referenced agreement is entered into on this 20th day of December 2022, by and between ARAMARK Correctional Services, LLC, a Delaware Limited Liability Company (“ARAMARK”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The parties entered into an Agreement No. A-2020-204 dated October 20, 2020 (“Agreement”), by which ARAMARK agreed to provide inmate commissary and food services at the Santa Ana Detention Facility. The Agreement runs through June 30, 2023 and is current and in effect.
- B. On December 7, 2021, the parties amended the Agreement to include additional funding to address an increase in the Consumer Price Index (CPI) and increase the overall contract not-to-exceed amount.
- C. The parties now seek to further amend the Agreement to include additional funding pursuant to CPI increases to allow continuation of food services at the Santa Ana Detention Jail pursuant to Consumer Price Index (CPI) increases negotiated upon by the Parties, and to account for an average daily population in excess of the original projections of the agreement.

The Parties therefore agree:

- 1. **Section 2, Compensation – A. Food Service – subsection i**, is amended to increase the overall compensation by \$896,151.31, comprised of \$173,557.81 for the negotiated 2022 CPI increase, \$682,593.50 in inmate meal costs and \$40,000 in contingency. The total not to exceed amount of the Agreement is \$4,478,717.31. Compensation shall cover services provided by Aramark since July 1, 2022.
- 2. **Pursuant to Section 2, Compensation – A. Food Service – subsection iii**, the parties agree to the following rate increases for the City:

City of Santa Ana, California		
Effective July 1, 2022 until June 30, 2023		
Average Daily Population		Price
1	99	\$6.9473
100	199	\$5.7797
200	299	\$4.6121

300	399	\$3.0802
400	Above	\$2.9202

3. Except as modified by this Second Amendment, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM

ARAMARK

SONIA R. CARVALHO
City Attorney

By: 

TAMARA BOGOSIAN
Senior Assistant City Attorney



Stephen Yarsinsky
Vice President, Finance

RECOMMENDED FOR APPROVAL

DAVID VALENTIN
Chief of Police