

CR 43645.1

**Amendment No. 1 to Operating Agreement**

**THIS AMENDMENT NO. 1** (the "Amendment"), is entered into this \_\_\_\_ day of October, 2014 by and between the **County of Washtenaw**, a municipal corporation, with offices at County Administration Building, 220 N Main Street, Ann Arbor, Michigan 48107 (the "County"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having a place of business at the Aramark Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("Aramark")

**WHEREAS**, County and Aramark entered into an Agreement effective January 1, 2014 for the management of the food service operation at Washtenaw County Corrections/Law Enforcement Center (as amended, the "Agreement"),


**WHEREAS**, the parties acknowledge the need to address volatility in the cost of food commodities; and

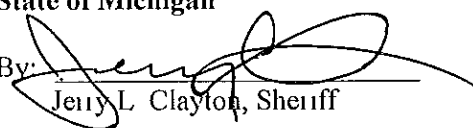
**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective January 1, 2014

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement

1. **Price Adjustment:** In accordance with Paragraph 3.B of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from January 1, 2014 through December 31, 2015, and shall supersede in all respects the price per meal set forth in Paragraph 3.A and Attachment A of the Agreement or in any other prior agreements between the parties
2. Effective as of the date this amendment is signed by all parties, Aramark shall discontinue providing a food cart for the correctional officers. Officer meals shall no longer appear on the invoice submitted to the County pursuant to Paragraph 3 D of the Agreement
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above

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

**County of Washtenaw**  
**State of Michigan**  
By:   
Jerry L. Clayton, Sheriff

**COUNTY OF WASHTENAW**  
**STATE OF MICHIGAN**  
BY:  11/17/2014  

VERNA J. MCDANIEL COUNTY ADMINISTRATOR
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**APPROVED AS TO FORM**  
By: \_\_\_\_\_  
Curtis N. Hedge, Office of Corporation Counsel

**ATTESTED TO:**  
By:  11/18/2014  
Lawrence Restenbaum, County Clerk

**Attachment A**  
**Washtenaw County, Michigan**  
**Effective January 1, 2014 through December 31, 2015**

<b>Population*</b>	<b>Aramark Providing Food Service Only</b>	<b>Aramark Providing Food &amp; Commissary Services**</b>
276 – 300	\$1.217	\$1 197
301 – 325	\$1.176	\$1 156
326 – 350	\$1.143	\$1.122
351 – 375	\$1.115	\$1.095
376 – 400	\$1.096	\$1.075
401 – 425	\$1.080	\$1.060
426 – 450	\$1.068	\$1 048
Staff Meals	\$1.35	\$1.35

\*The total number of inmate meals served per week is divided by twenty-one (21) in order to determine the price point on the sliding scale.

\*\*Note that if the County decides to discontinue Aramark's commissary services under the Management Operating Agreement to Provide Commissary Services dated May 1, 2002, then the food pricing shall immediately revert to the "Aramark Food Service Only" pricing as noted on the above sliding scale.