

INMATE FOOD SERVICES AGREEMENT

This Agreement for Inmate Food Services (the "Agreement") is by and between the County of Genesee, a Michigan Municipal Corporation and Body Corporate, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Aramark Correctional Services, LLC, a Delaware limited liability company, whose principal place of business is located at Aramark Tower, 1101 Market Street, 25th Floor, Philadelphia, PA 19107 (the "Contractor") (the County and the Contractor together, the "Parties").

RECITALS

WHEREAS, the County, through the Office of the Genesee County Sheriff ("Office of the Sheriff" or "Sheriff"), is charged by law with the responsibility for obtaining and providing food for inmates/prisoners (the "detainees") of the Genesee County Jail (the "Facility"); and

WHEREAS, the County has issued a Request for Proposals (RFP #22-273) seeking a servicer to deliver and maintain Food Services and/or Commissary Services for the Genesee County Jail that conform with all applicable laws and standards including: established National Commission of Correctional Healthcare standards, and Michigan Department of Corrections Administrative Rules for County Jails and Lockups; and

WHEREAS, the County and the Contractor have negotiated the terms as provided in this Agreement; and

WHEREAS, Aramark is in the business of providing correctional food and/or commissary services of this type, with a focus on county jails, and desires to provide such services for the County and the Facility under the terms and conditions hereafter; and

NOW, THEREFORE, in consideration of the covenants and promises made hereafter, the Parties agree as follows:

1. SERVICES

1.1 General. The County hereby contracts with Contractor to provide for the delivery and acceptance of food, preparation, and service of meals (including sack, holiday, medically required, and religious meals) and commissary services to individuals under the physical custody and control of the County at the Facility and the Contractor enters into this Agreement according to the terms and provisions hereof. The Contract documents include:

- 1.1.1 Inmate Food Services Agreement
- 1.1.2 Exhibit A Food Services Scope of Work
- 1.1.3 Exhibit B Commissary Services Scope of Work
- 1.1.4 Exhibit C Contractor's Rates
- 1.1.5 Exhibit D Insurance Checklist
- 1.1.6 Aramark Proposal, 280 p. response to RFP 22-273*
- 1.1.7 Aramark Handbooks, Manuals & Forms, 21 p. packet*
- 1.1.8 Aramark ACS Medical Nutrition Therapy & Religious Meals Manual, 186 p. packet*

*incorporated herein by reference

1.2 General Scope of Services. The responsibility of the Contractor to provide meals to a detainee commences with the booking and physical placement of said detainee into the

Facility. Contractor shall provide meals and commissary services set forth herein for all persons committed to the physical custody of the Facility. See also the attachments to this agreement, incorporated by reference. This Agreement shall take precedence over any attachment, where and only to the extent that, any attachment conflicts with the language and duties of this Agreement. The attachments take precedence over one another in numerical order as listed in section 1.1 above.

1.3 Detainees Outside the Facility. Detainees on any sort of temporary release, including, but not limited to, those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count, and will not be the responsibility of the Contractor with respect to food service but shall be the responsibility of the Contractor with respect to commissary services until the detainee is officially released from Facility custody.

1.4 ServSafe Training. The Contractor will be responsible for training detainees in proper food handling and service up to and including cooperating in training detainees to obtain ServSafe Food Certification.

1.5 Commissary Software Banking. Contractor shall provide banking software, for use at the Facility, that interfaces with the current software program(s) in use at the Facility. Contractor shall use the software to assist the Facility in providing bank like services to detainees as described below. Contractor shall allow access of the software data and reports to Facility employees for authorized purposes. The banking software shall be capable of and the Contractor shall provide:

- a. Numbered electronic accounts to each detainee in the Facility;
- b. Withdrawal functionality to facilitate detainee payments for ordered commissary, bonds, court fines, fines or damage done to the Facility, booking fees, bond fees, etc.;
- c. Deposit functionality to enable detainees to accept funds into their accounts from internet payments/deposits, credit cards, checks, or money orders;
- d. Reports of historic account data, including itemized detainee purchases, dates of withdrawals, expenditures, and deposits, reports which shall be produced by the Contractor or made accessible to Facility employees upon request by the Jail Administrator;
- e. Account closing and refunding of all unused detainee funds, in the form a printed check or debit card, to detainees upon their release from Facility custody;
- f. Credit functionality to credit detainees for orders that have been placed but not yet filled – where the detainee is released from Facility custody prior to the order being filled; and
- g. Electronic tracking of all transactions, with detainee transactions to be tracked by detainee signatures and recorded dates and times.

1.6 Commissary Software Kites. Contractor shall provide messaging software that interfaces with the current software program(s) in use at the Facility, which is capable of and does provide a contained email kite system. Contractor shall make the software available, at tablets or kiosks, to all detainees. The software shall allow detainees to send messages to a specific, limited list of recipients based on a list provided and authorized by the Jail Administrator. Messages shall be sent to allow for commissary or auxiliary services to be requested by the detainee. The recipients include: food service vendor, commissary services, medical personnel, and Facility command staff. The Kite Software shall not allow messages to

any recipients other than those specifically authorized by the Jail Administrator.

1.7 Intellectual Property. Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

1.8 Additional Food Services. The Contractor shall agree to provide any additional food services as mutually agreed upon at prices mutually agreed to, in writing, by the Contractor and the County.

2. PERSONNEL

2.1 Management. The Contractor shall have a central office and shall supervise and monitor the Services to ensure satisfactory provision of the services.

2.2 Staffing. Contractor shall provide properly selected and trained kitchen, serving, technical, and support personnel or subcontractors ("staff") as necessary to fulfill the requirements of the Agreement. Staff hired by the Contractor shall be on the Contractor's payroll and Contractor shall pay all wages, fringe benefits, and payroll taxes.

Contractor shall have a Manager or Director on staff to perform supervision and performance reviews of Contractor staff and shall have at least one (1) fully trained staff member onsite at all times between the hours of 4:00 a.m. and 6:00 p.m. This requirement may be adjusted, in writing, by the Jail Administrator. Contractor recognizes that the staffing levels shall be reviewed, explained, and discussed with the Sheriff or the Jail Administrator, as requested from time to time.

All Contractor staff shall be first cleared, by the Sheriff or Jail Administrator, prior to their acceptance or presence at the Facility. Contractor shall provide the staff member name, date of birth, and a copy of the state identification two days in advance of any shift to allow the Sheriff determine whether to clear the individual.

All Contractor staff must comply with the written policy and procedures relating to Facility security. All Contractor staff assigned to work at the Facility shall submit to periodic health examinations at least as frequently as required by law, and Contractor agrees to submit satisfactory evidence of compliance with all health regulations to County upon request.

Contractor shall be responsible to provide or require professional, neat uniforms to their staff that clearly distinguish the Contractor's staff from the detainees and corrections officers.

2.3 Use of Detainees in the Provision of Services. The County agrees to provide detainee labor as may be requested by the Contractor, subject to availability, safety standards, and the approval of the Jail Administrator. Detainee labor may be used for the preparation of food, delivery of meals, and general sanitation and cleaning. The Contractor shall train and supervise such detainee labor subject to the overall control of the Sheriff, including training in basic hygiene, sanitation, food borne illness, and food service delivery and management.

2.4 Licensure, Certification, and Registration of Personnel. All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of work as required by applicable Michigan law.

2.5 County's Satisfaction with Contractor Personnel. To ensure the County is able to meet its obligation to operate a secure facility, County has the right to exclude any Contractor

personnel provided hereunder, or those provided by any independent contractor, subcontractor, or assignee under the direction of Contractor. If Contractor disagrees with such exclusion and provides the County with independent documentation regarding the appropriateness of such employee's behavior, the County will be responsible for reimbursement of all Contractor's costs and expenses associated with such exclusion decision. Prior to exclusion, the County shall provide Contractor written notice of the grounds for such dissatisfaction and the reasons therefore. Contractor shall exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the County, Contractor shall exclude or shall cause any independent contractor, subcontractor, or assignee to exclude the individual about whom the County has expressed dissatisfaction. Contractor will be allowed reasonable time, prior to exclusion, to find an acceptable replacement, without penalty or any prejudice to the interests of the Contractor.

2.6 Nondiscrimination. During the performance of this Agreement, the Parties to this Agreement further agree and covenant as follows:

- a. Contractor will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Agreement, and that it shall require the same assurances from subcontractors. Breach of this paragraph shall be regarded as a material breach of this contract;
- b. The County will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, except in cases where there is a bona fide occupational qualification reasonably necessary to the County's normal operation;
- c. Each Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause;
- d. In all solicitations or advertisements for employees, each party will state that it is an equal opportunity employer; and
- e. Each Party will comply with State and Federal laws regarding the placement of notices, advertisements, and solicitations.

3. REPORTS, RECORDS, AND COMPLIANCE

3.1 Operating Reports. Within 15 days of the end of each month, Contractor will provide, to the Jail Administrator, an itemized operating report covering the previous calendar month, including menus and numbers of meals actually served as well as other information requested or necessary to include. The Report shall include an invoice containing the number of meals served for the month and the price per meal charged, along with any requested supporting

documentation.

3.2 Records Retention. The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

3.3 Identity Theft Prevention. In the event that the Parties will obtain identifying information during the performance of this Agreement, the Party receiving the information shall take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Agreement.

For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, bank account number, social security number, date of birth, driver's license or state identification number, taxpayer identification number, or routing code.

3.4 Obligations. Contractor services shall be provided in accordance with the standards promulgated by the National Commission on Correctional Health Care for Health Services in Facilities and Michigan Department of Corrections Administrative Rules for County Jails and Lockups.

3.5 Food Service Health Safety. Contractor shall certify compliance with applicable state and federal laws pertaining to food service health safety.

3.6 Licenses and Taxes. Contractor shall secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the Contractor, the County agrees to pay such tax.

The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

4. SECURITY, CONTINGENCY PLAN, AND INSPECTIONS

4.1 General. The Parties understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Contractor as well as for the security of detainees and County employees, consistent with the correctional setting. The County will provide sufficient security to enable Contractor to safely and adequately provide food services and commissary services described in this Agreement. Nothing herein shall be construed to make the County, the Sheriff, or Facility deputies or employees a guarantor of the safety of Contractor employees, agents, or subcontractors.

4.2 Food Service Health Policy. Contractor shall insure that the Facility's written policy, procedure, and practice, which provide for adequate health and safety protection for all detainees and staff in the facility, are adhered to.

4.3 Contingency Plan. Contractor shall develop and maintain contingency plans to provide continued services in the face of events such as power failure, fire, floods, or other acts of nature, which would cripple the normal operation - including labor walkouts. A minimum number of three days of actual meals served and water supply will be maintained/preserved (to use in the event of food borne illness). The contingency plan, along with any modifications agreed upon in writing by the County and Contractor, is subject to approval by the Sheriff and, by reference, shall become a part of this Agreement.

4.4 Acceptance. All goods/services provided are received subject to inspection and testing. If goods/services are defective or fail to meet the specifications, the County reserves the right to reject the goods/services or to require the Contractor to correct any defects. The Contractor shall correct defects in goods/services at no cost to the County or pay the County for expenses incurred by the County in correcting the defects.

4.5 Food Service Inspections. Contractor shall adhere to the Facility's written policy, procedure, and practice that require weekly inspections by administrative, medical, or dietary personnel of all food service areas, including dining and food preparation areas and equipment. Inspection personnel may include the person who supervises food service operations or his or her designee. Refrigerator and dishwashing water temperatures are to be checked and logged daily by administrative, medical, or dietary personnel. The logs shall be included in the Operational Report.

4.6 Facility Inspections. Facility inspections will be made by the Sheriff or his designee when deemed necessary, with or without advance notice to the Contractor. Inspections of kitchen facility by the County and State health agencies must achieve satisfactory ratings.

Contractor shall be responsible for obtaining and facilitating, as needed, all necessary food service related inspections.

5. KITCHEN, EQUIPMENT, INVENTORY, AND SUPPLIES

5.1 General. The County agrees to provide Contractor with office space, facilities, equipment, and utilities. The County will provide necessary maintenance and housekeeping of the office space and facilities. Contractor will provide necessary cleaning and upkeep of all kitchen and commissary kitchen spaces, supplies, and equipment. Contractor will provide the County with written notice as to any unsatisfactory conditions within a reasonable time not to exceed ten (10) days from the date of inspection.

5.2 Delivery of Possession. The County will provide to Contractor, beginning at 12:00 on May 4, 2022 possession and control of all County food service, kitchen, and commissary equipment and/or supplies in place at the Facility's kitchen. At the termination of this or any subsequent Agreement, Contractor will return to the County possession and control of all supplies and equipment, in working order, reasonable wear and tear accepted, which were in place at the Facility's kitchen prior to the commencement of services under this Agreement.

5.3 Equipment Purchases. The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement shall be reported to the Jail Administrator upon purchase. For the purposes of this paragraph, "Equipment" is defined as tangible, nonexpendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

Notwithstanding the foregoing, the Contractor shall make a financial commitment to County in an amount up to \$75,000.00 (the "Financial Commitment"). County agrees to invest the Financial Commitment in the purchase and installation of food service equipment and other costs associated with the Services. Any equipment purchased by Contractor on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment upon such resale. As necessary, the County will provide Contractor with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior

to the complete amortization of the Financial Commitment, County shall reimburse Contractor for the unamortized balance of the Financial Commitment as of the date of expiration or termination. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Contractor.

5.4 Conveyance to the County. Upon the County's request at the termination of this Agreement for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement.

5.5 Maintenance of Equipment. The County will continue to maintain all County equipment necessary for the performance of this Agreement by Contractor in working order during the term of this Agreement. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor.

The Contractor shall pay for needed repairs of equipment and plumbing (drains) if damage to equipment, or clogs in drains are caused by improper action, training, or supervision of Contractor staff. The County will not be responsible for any repairs caused by the improper disposal of grease.

5.6 Return of Equipment. The Contractor shall return to the County at the expiration of the Agreement the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. In addition, the County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor.

6. TERM

6.1 Term. This Agreement shall commence at 12:00 AM on May 4, 2022. The initial term of this Agreement shall be through 11:59 PM on May 4, 2025.

6.2 Extension Terms. This Agreement may be extended for two (2) additional one (1) year terms, if mutually agreed to in writing and signed by both Parties. Any extension must be agreed to no later than ninety (90) days prior to the termination of the then existing term.

7. TERMINATION AND SUSPENSION

7.1 Termination General. This Agreement may be terminated as follows: Either Party may terminate this Agreement by providing the non-terminating party with written notice one hundred and twenty (120) days prior to the effective date of termination. The exercise of the foregoing right of termination does not alleviate either Party from performing its contractual obligations up through the effective date of termination.

7.2 Termination for Cause. If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice of the breach is issued to the Contractor by the County, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor. In

addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

If the County is in breach of any provision of this Agreement, and such breach continues for thirty (30) days after written notice of the breach is issued to the County by the Contractor, the Contractor may terminate this Agreement.

7.3 Termination Immediate. If the County, in its discretion after through discussion with Contractor staff, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor. In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

7.4 Termination for Lack of Funding. If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination with written notice not less than one hundred and twenty (120) days prior to the effective date of termination. The County shall pay for all work properly performed up to the effective date of the notice of termination.

7.5 Responsibility for Food Services. Upon termination of this Agreement, all responsibility for providing food services to all detainees will be transferred from the Contractor to the County.

7.6 Suspension of Work. Upon written order of the Jail Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Jail Administrator has directed that the Services be suspended. If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Jail Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Jail Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Jail Administrator pursuant to this paragraph are compensable.

8. COMPENSATION

8.1 Base Compensation. The base compensation is estimated by the parties to be \$780,735.00 per year with an projected commissary commission of \$100,203.00 per year. The County agrees to pay Contractor according to the rates identified on Exhibit C. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals. The number of meals served will be provided to the Jail Administrator with the Operational Report. Contractor will invoice the County within thirty (30) days after the month in which services are rendered. The County agrees to pay Contractor within thirty (30) days after receipt and acceptance of an invoice.

8.2 Adjustment to Price. Should the Parties mutually agree, in writing, to a change in the scope of the program during the contract term, then Contractor will be allowed to adjust the contract price as mutually agreed.

9. INSURANCE AND LIABILITY

9.1 Insurance. At all times during this Agreement, the Contractor shall maintain insurance coverage types and amounts listed in Exhibit D – The Insurance Checklist. The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. In the event coverage changes, Contractor shall notify the County in writing. Contractor shall also notify the County, in writing, of any reduction in policy amounts or cancellation of insurance coverage.

9.2 Lawsuits Against the County. In the event that any lawsuit (whether frivolous or otherwise) is filed against either the County, its employees, its elected officials, employees and agents based on or containing allegations concerning the Services contemplated herein or on the performance of Contractor's employees, agents, subcontractors or assignees, the Parties agree that Contractor, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the Parties to this Agreement from joining the remaining Parties hereto as defendants in lawsuits filed by third parties.

9.3 Indemnify and Hold Harmless. Contractor agrees to indemnify, defend, and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the presence of Contractor personnel, agents, subcontractors, or assignees on County property or the operation and maintenance of the Services as conducted by Contractor employees or agents, it being the express understanding of the Parties that Contractor shall provide the actual Services, and have complete responsibility for such Services provided by its employees or agents and any lawsuit arising solely out of such delivery of food or commissary services. The County shall immediately notify Contractor of any incident, claim, and/or lawsuit concerning the food or commissary services to detainees and/or on the performance of Contractor's employees, agents, subcontractors, or assignees relevant to its obligations under the instant contract, and shall fully cooperate in the defense of such claim, but Contractor shall retain sole control of the defense while the action is pending. Contractor shall immediately notify the County of any incident, claim, and/or lawsuit concerning the food or commissary services to detainees and/or on the performance of Contractor's employees, agents, subcontractors, or assignees relevant to its obligations under the instant Agreement.

9.4 Audit Rights. Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

9.5 Warranties. The Contractor warrants that the Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry, the Contractor will comply with all federal, state, and local laws in the performance of the Services, the Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement, the Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor further agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

10. MISCELLANEOUS

10.1 Independent Contractor Status. The parties acknowledge that Contractor and its agents and employees are independent contractors and not employees of the County. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

10.2 Assignment and Subcontracting. Contractor shall not assign or subcontract this Agreement to any other corporation without the express written consent of the County, which shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement and any attachments as incorporated herein. Any assignment or subcontract shall not relieve Contractor of its independent obligation to provide the services and to be bound by the requirements and duties of this Agreement.

10.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

County Agreement Administrator
Genesee County Sheriff's Office
Attention: Captain Jason Gould ("Jail Administrator")
1002 South Saginaw Street, Flint, MI 48502

Contractor Agreement Administrator
Attention: Lauren Kandrac
2400 Market Street, Philadelphia, PA 19103

Notices shall be effective upon receipt.

10.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Michigan. Any cause of action must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

10.5 Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

10.6 Amendment and Modification. This Agreement may only be amended and/or revised through mutual assent evidenced by written agreement signed by both Parties. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by authorized representatives.

10.7 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10.8 Force Majeure. Neither Party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

10.9 Freedom of Information Act. This Agreement and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the "Freedom of Information Act".

10.10 Subpoena Power. The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Agreement.

10.11 Headings. The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

10.12 Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

10.13 Interpretation. Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

10.14 Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

10.15 Entire Agreement. This Agreement shall constitute the complete understanding and entire Agreement between the parties with respect to the terms and conditions set forth herein, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been between the Parties and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions, request for proposal, proposal, purchase order, acknowledgment, or other written form. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded by this Agreement. In the event of a conflict between this Agreement and any attachment, the terms of this Agreement shall control.

[Signatures on Following Page]

IN WITNESS WHEREOF, by authorized agents, the Parties execute this Agreement in their official capacities with legal authority to do so.

THE COUNTY OF GENESEE, MICHIGAN

BY: _____ DATE: _____
Domonique Clemons, Chairperson, Board of Commissioners

BY: _____ DATE: _____
Christopher Swanson, Genesee County Sheriff

Aramark Corporation

BY: _____ DATE: _____
Michael Elchenko, Vice President

EXHIBIT A

Food Services Scope of Work

Food Services

Responsibility of County

Among other duties detailed in the Agreement and other Attachments, the County shall be responsible for and provide:

- 1) Accurate and timely orders for the number of meals to be served to detainees, correctional officers, and staff within two (2) hours of the time for meals to be served.
- 2) Provide adequate ingress and egress to all production areas.
- 3) Adequate heat, lights, ventilation, and all other utilities
- 4) Extermination services and removal of trash and garbage from loading dock areas.
- 5) General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day to day cleaning operations in the kitchen area.
- 6) Adequate preparation, storage, and holding equipment and maintenance.
- 7) When possible, an available number of detainees for certain kitchen duties.
- 8) Security, control, and limitation of detainee movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
- 9) Routine maintenance of kitchen appliances and equipment.

Responsibility of Contractor

Among other duties detailed in the Agreement and other Attachments, the Contractor shall be responsible for all costs of operation as necessary to prepare and serve adequate food service to Genesee County Jail detainees as well as those necessary to maintain the portions of the facility used by the Contractor, including being responsible to provide:

- 1) Consumable supplies and food products, which are required for food service operation and which will remain the property of the Contractor.
- 2) Costs of labor and personnel hired by the Contractor including all necessary wages, fringe benefits, payroll taxes.
- 3) Insurances, permits, fees, licenses, etc. necessary for Contractor to legally perform and carry out its services and to do business in the State of Michigan and the County of Genesee.
- 4) All necessary facility inspections, permits, and licenses to operate the food service program in a timely manner.
- 5) Non-durable kitchen supplies, uniforms, etc. incidental and necessary to its food service operation.
- 6) Adequate staffing duties and chemicals, soaps, and detergents necessary to maintain standards of cleanliness and sanitation of food facilities required by federal, state, or local regulations.

The Contractor is responsible for meeting or exceeding the standards set forth below:

Food

Food is received, stored, and prepared at the Facility located at 1002 South Saginaw Street, Flint, Michigan 48502. Meals are served at the Facility and sack lunches are prepared at the Facility for transportation to detainees off site.

Contractor will purchase, receive, store, prepare, produce, serve and/or package food to meet the prescribed menu for each meal. Contractor will warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard) where indicated.

Meal Preparation

Meals shall be prepared three (3) times per day with preparations completed and Meals shall be served no later than the times indicated below. The Contractor shall also be prepared to provide meals to detainees located in the infirmary, custody units, and individual rooms. No more than fourteen hours shall elapse between the evening and breakfast meals.

The County will provide Contractor with an inventory of equipment available at the Facility. Upon termination of the Agreement, Contractor shall return to the County all premises and equipment that furnished by the County in the condition in which it was received except for ordinary wear and tear, or will replace items if missing, discarded, or misused.

Pre-Meal Preparation

Contractor shall be responsible for preparation and set-up of serving locations prior to meals. All final preparation shall be accomplished within four hours prior to serving time. Contractor shall allow one (1) hour before feedings to set up food line.

Detainee Complaints

Complaints from detainees regarding food service must be processed at least daily and trained personnel of the Contractor shall act upon all complaints. Further, the responsible food service director, manager or supervisor shall determine the appropriate mechanism to be utilized for specific categories of complaints keeping with the procedures proposed by the Contractor and approved by the County. In addition, the Contractor shall make provisions for methods to monitor detainee preferences and to make acceptable adjustments.

Number of Meals

The average daily population is approximately 624 and the maximum population is 675. Detainees in the Facility are to receive hot meals and detainees at the Flint City Lockup, Work Detail program, and those going to Court, all receive sack lunches.

The County shall notify Contractor of the actual number of meals ordered each day at a mutually agreed upon time prior of meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service.

Documentation of Meals Served

Documentation of all meals served including substitutions shall be maintained by the Contractor and provided to the Jail Administrator in the Operating Report. See Agreement paragraph 3.1.

Meal Times*:

Breakfast - 6:00 a.m.
Lunch - 11:00 a.m.
Dinner - 3:30 p.m.

Menu Analysis

A registered dietitian shall certify the detainee menus with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's ADA registration card shall be submitted to the County upon request.

A registered dietitian will approve all menus prior to service and annually thereafter. All meals served shall meet all current standards as established by 1) The American Correctional Association, 2) The Food and Nutritional Board of the National Academy Science as prescribed for detainees, and 3) The State of Michigan.

Menus*

All meals shall be rotated to provide a variety and in sufficient quantity and quality to satisfy the needs of the population. Menus shall be posted in advance. Posted menus shall be adhered to unless an emergency situation arises. Menu cycle will run no less than four (4) weeks, twenty-eight (28) days. Menus shall be planned in advance by the Contractor and will follow the four week cycle pattern for the period planned. Menus for the period covered will provide sufficient variety and shall be designed with the detainee population in mind.

The menu shall be planned with products and recipes with proven detainee acceptability. The Contractor shall include a variety of food flavors, textures, temperatures, and appearances. Contractor shall serve meals at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.

All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males and females as established by the National Academy of Sciences and meeting any and all requirements of the Michigan Department of Corrections, National Commission on Correctional Health Care and the guidelines prescribed by the American Correctional Association in "Standards for Adult Local Detention Facilities".

Detainee menus shall be comparable to and consist of the following:

Breakfast Menu

All breakfasts shall include:

1. Juice or fruit serving
2. Cereal
3. Hot entree with either 2 eggs or meat, bread, pancake type item, pastry item, biscuits (6% maximum dry soy is the only non-animal protein source allowed. Bean and peanut butter meat replacements are not counted.)
4. Margarine; milk; coffee; sugar; salt & pepper.

All breakfasts shall include at least three (3) main items in addition to bread type items, beverages, and condiments. Plain meat entrees shall not be accompanied by only a plain bread. A pancake pastry type item or potato accompaniment is required with plain meat items.

Lunch Menu

All lunches shall include:

1. Entree with meat/cheese (6% maximum dry soy is the only non-animal protein source allowed. Bean and peanut butter meat replacements are not counted.)
2. Soup or salad
3. Starch or vegetable side dish; bread type item; margarine 28
4. Dessert; beverage; salt and pepper

All lunches shall include at least 4 main items in addition to bread type items, beverage, and condiments. A casserole type entree cannot be counted as two items.

Dinner Menu

All dinner meals shall include:

1. Entree with meat/cheese (6% maximum dry soy is the only non-animal protein source allowed. Bean and peanut butter meat replacements are not counted.)
2. Vegetable or salad
3. Starch or vegetable side dish bread type item; margarine
4. Dessert; beverage; salt and pepper.

All dinners shall include at least 4 main items in addition to bread type items, beverage and condiments. A casserole type entree cannot be counted as two items.

*The County, through the Jail Administrator, reserves the right to modify the proposed meal times, in writing.

Food Quality

All foods served shall be wholesome and free from spoilage and decay. Contractor staff shall monitor cooking temperatures and cooking time to be regulated in order to retain nutrients and to serve palatable and attractive food. All food items purchased by the Contractor in connection with this Agreement shall meet and comply with all local, County, State, and Federal codes, regulations and laws. All institutional meat purchases must meet the "General Requirements" as formulated by the U.S. Department of Agriculture. All applicable items must have grading certificate.

Nutritional Requirements

Menus will provide an average of 2800 calories per day in addition to all required nutrients. Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example... the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis. Contractor shall conduct menu evaluations at least quarterly by facility food service supervisory staff to verify adherence to the established basic daily servings.

Fruit and Vegetable Requirements

To assure a minimum level of menu quality, at least five 1/2-cup fruit and vegetable equivalents are required each day on the menu. USDA School Lunch Buying Guide shall be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the guide, items such as fruit drink, rice and noodles do not qualify.

Meat Requirements

Menus can be developed that are nutritious and acceptable without these requirements, but are subject to Jail Administrator approval. The Contractor shall ensure that:

- 1) Whole muscle meat (Chicken Quarters), is required, and is offered at least once per month.
- 2) Pork and pork-derived products are not permitted on any menu in Facility.
- 3) Ground meat items like taco filling, meat sauce for spaghetti, etc. should be made with ground turkey.

All institutional meat purchases must meet the "General Requirements" as formulated by the U.S. Department of Agriculture. All applicable items must have grading certificates.

Grade minimums for food items shall be as follows:

Seafood - U.S.DA Grade A or better

Poultry - U.S.DA Grade A or better

Pork – (not to be served at the Facility)

Vegetables (canned) - Extra Standard or better

Fruit (canned) - Extra Standard or better

Beef - U.S.DA Good or better

Eggs - U.S.DA Grade A medium

Fresh Fruits and Vegetables - U.S.DA Grade A

Dairy Products and Cheese - U.S.D.A. Grade A

Ground Beef - U.S.DA Utility or better, not to exceed 25 percent fat.

Sack Meals

These meals are in place of regular detainee meals and are provided to detainees in the Flint City Lockup, Work Detail program, and those going to Court. Sack meals are to meet the same nutritional requirements as other meals. Sack meals are to be billed at the same pay rates as tray meals.

Medical & Religious Diets

Contractor shall provide for, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications.

The most common medical and religious diet orders are: Diabetes, cardiac, and Kosher.

Holiday Meals

Special holiday meals, as determined by the Jail Administrator, will be served. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Jail Administrator. The Contractor shall have policies for serving special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified and agreed to by the Parties. All such meals shall be provided at contract rates.

Plan for Product Wholesomeness

All meat products shall be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs. All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry "best practices" to assure wholesomeness and maintain appropriate liability insurance on their products.

Avoid excessive fat calories

To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, and not unnecessary margarine.

Donated Commodities

Contractor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. Contractor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities is subject to the following requirements:

- 1) Contractor will properly handle, store, and prepare all commodities.
- 2) A weekly inventory shall be taken of all commodities by the Contractor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
- 3) Commodities received will be used solely for the benefit of those persons in the facilities.
- 4) Contractor shall credit to the County's invoice, the fair market value (add "as determined by the USDA published rate") to each commodity item used for the period, deducting therefrom, shipping and handling charges actually incurred.

Additional Food Services

The Contractor shall agree to provide any additional food services, such as employee meals, as mutually agreed upon at prices mutually agreed to, in writing, by the Contractor and the County.

See also Aramark Proposal menus p. 61-134

EXHIBIT B

Commissary Services Scope of Work

Commissary Services

Responsibility of County

Among other duties detailed in the Agreement and other Attachments, the County shall be responsible for and provide:

- 1) Adequate ingress and egress to all commissary services areas.
- 2) Adequate heat, lights, ventilation, and all other utilities.
- 3) A mutually agreed upon delivery schedule that works in the best interest of Jail
- 4) Correctional Officers assigned to the housing areas will provide access for delivery of each detainee's commissary order.

Responsibility of Contractor

Among other duties detailed in the Agreement and other Attachments, the Contractor shall be responsible for all costs of operation as necessary to prepare and serve adequate meals and commissary services to Genesee County Jail detainees as well as those necessary to maintain the portions of the facility used by the Contractor, including being responsible to provide:

- 1) Provide, purchase and maintain custody of inventory items mutually agreed upon between the Contractor and the County. Provision of service must be onsite.
- 2) Provide a financial program with the ability to integrate with the Jail system
- 3) Provide a check for the proceeds of each month's activity within thirty (30) days after the end of that month, using agreed upon calculations.
- 4) Provide packages of basic need items to those detainees who are "indigent" as designated by the County. These packages shall be provided at Contractor's cost and will be paid for directly by the County.
- 5) The Contractor shall furnish all personnel and equipment required to operate the commissary at all current and future County correctional facilities as required by the County. Contractor shall assume full responsibility for the acts of its personnel, all of whom shall be subject to background checks and approval by Sheriff's personnel.
- 6) Contractor shall provide an on-site manager to oversee the commissary operation and will interact with designated Sheriff's liaison.
- 7) Contractor shall provide for refunds for orders not delivered to detainees who are being released or are otherwise unavailable to receive merchandise.
- 8) Contractor shall have commissary make-up times for those detainees that are out to court when their regular housing area is scheduled for commissary delivery.
- 9) The Contractor shall provide a commissary order form listing all approved items and prices.
- 10) The delivery schedule must be mutually agreed upon between the Contractor and Jail Administrator, and may be subject to change. Delivery will be accomplished by Contractor personnel. Commissary delivery is scheduled with jail operations so that it does not interfere with the following:

Meal Times

Clinic/Med Pass
Officer Shift Change

General Information

The Facility offers the detainees the opportunity to order from the Commissary twice per week with a maximum spending limit per week of \$100.00. This service is available to the jail population of approximately six hundred twenty-four (624) detainees. There is on-site space available for utilization for the Commissary.

Weekly, indigent commissary packages are offered to those detainees classified as indigent. An indigent package contains: one (1) .5 oz deodorant, one (1) .6 oz toothpaste, one (1) golf pencil, 2 legal size stamped envelopes, and two sheets of lined paper. Current indigent population averages 150 per week.

See Exhibit C for a list of items offered in the Commissary.

Commissary items are available to all male and female detainees including but not limited to hygiene products, writing materials, games, candies and limited clothing items. The jail commissary does not sell phone cards. Items cannot be added, deleted or changed in brand names, container, price or packaging without prior written authorization of the Jail Administrator.

Commissary System Requirements

The Contractor shall provide hardware and software for a computerized commissary system to keep accurate and complete records of all commissary activity. Contractor will be responsible for all IT costs associated with their computerized commissary system. Contractor will be responsible for withdrawing funds from the detainee's account and will provide reporting that will be reconciled with County employees.

The System shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. It must allow for both scheduled and unannounced audits. See also Agreement Paragraphs 1.5 and 1.6.

EXHIBIT C

The Contractor's Rates

- Copy of Contractor Rates for meals
- Copy of Contractor Rates, established profit split for Commissary
- Copy of list and prices of items offered in Commissary

See p. 27 of Aramark Proposal

FOOD COST PROPOSAL FORM

PROJECT: RFP #22-273 Food and Commissary Services for Detainees

The undersigned proposer, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid effective for thirty (36) months:

DETAINEE UNIT COST:

Breakfast \$ 1.150 2) Lunch \$ 1.150 3) Dinner \$ 1.150

Daily Unit Price (average above Items 1-3) \$ \$3.45

Total Cost for Detainee Meals: \$ 780,735.00 (Daily Unit Price x 365 days x 620 Detainees)

See p. 29 of Aramark Proposal

COMMISSARY COST PROPOSAL FORM

PROJECT: RFP #22-273 Food and Commissary Services for Detainees

The undersigned proposer, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid effective for thirty (36) months:

51% commission

35% iCare

Aramark is proposing the following commission structure. These will be paid on all net sales. Net sales is defined as all sales less sales tax, stamps, and stamped envelopes. Aramark is projecting total commission dollars to Genesee County of approximately \$450,000.

EXHIBIT D

The Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFP #22-273 -- Food and Commissary Services for Detainees

Coverage Required Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI

8. Genesee County named included as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required:

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title 22-273 -- Food and Commissary Services for Detainees

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are occurrence

Bryce Aichele - Willis Towers Watson
Insurance Agent

claims made
Bryce Aichele
Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract

[Signature]
Contractor Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.