

FIRST AMENDMENT TO INMATE FOOD SERVICES AGREEMENT

This Amendment is effective upon execution and is between Genesee County, Michigan, a Michigan municipal corporation 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 Contractor and the County together, the "Parties").

WHEREAS, pursuant to Board Resolution 22-295, the Parties executed an Inmate Food Service Agreement effective May 4, 2022 (the "Agreement"), pursuant to which the Contractor would provide food and commissary services to the inmates at the Genesee County Jail; and

WHEREAS, the Parties wish to amend the Agreement to expand the commissary services to include the Fresh Favorites, iCare, and iCare Hot programs.

NOW THEREFORE, the Parties agree to add the following provisions to the Inmate Food Services Agreement:

1. **FRESH FAVORITES:** Aramark shall implement its Fresh Favorites program. Aramark shall determine the prices at which Fresh Favorites items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Aramark will inform the County of its desire and need to increase its Fresh Favorites prices to recover such increased costs. The County will authorize the requested increase upon submission of documentation demonstrating the price increase; such authorization shall not be unreasonably withheld. All sales shall be deemed made when a Fresh Favorite item purchased by an inmate is delivered. No returns shall be accepted unless the inmate who ordered the product is released prior to such delivery.

Aramark shall pay to the County a commission in an amount equal to Twenty-Five Percent (25%) of Net Sales on all Fresh Favorites items. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Section "Net Sales" means total Fresh Favorites products sales, less sales or use taxes and authorized returns.

2. **iCARE:** Aramark shall implement its iCare program at the Facility. Aramark shall determine the prices at which iCare items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor, or equipment costs, Aramark will inform the County of its desire and need to increase its iCare prices to recover such increased costs. The County will authorize the requested increase upon submission of documentation demonstrating the price increase; such authorization shall not be unreasonably withheld. All sales shall be deemed made when an iCare item purchased is delivered to an inmate. No returns shall be accepted unless the inmate who ordered the product is released prior to such delivery.

Aramark shall pay to the County a commission in an amount equal to Twenty-Five Percent (25%) of Net Sales on all iCare packages. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Section "Net Sales" means total iCare products sales, less sales or use taxes and authorized returns.

- iCARE HOT:** Aramark shall implement its iCare Hot program at the Facility. Aramark shall determine the prices at which iCare HOT items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor, or equipment costs, Aramark will inform the County of its desire and need to increase its iCare HOT prices to recover such increased costs. The County will authorize the requested increase upon submission of documentation demonstrating the price increase; such authorization shall not be unreasonably withheld. All sales shall be deemed made when an iCare HOT item purchased is delivered to the inmate. No returns shall be accepted unless the inmate who ordered the product is released prior to such delivery.

Aramark shall pay to the County a commission in an amount equal to Twenty-Five Percent (25%) of all Net Sales on iCare Hot packages. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Section "Net Sales" means total iCare HOT products sales, less sales or use taxes and authorized returns.

- The remaining terms of the Agreement remain unchanged and in full effect.

ARAMARK CORRECTIONAL
SERVICES, LLC

COUNTY OF GENESEE

By: _____
Michael Elchenko
Vice President

By: _____
Domonique Clemons, Chairperson
Board of County Commissioners

Date: _____

Date: _____

By: _____
Christopher Swanson
Genesee County Sheriff

Date: _____