



February 22, 2013

VIA E-MAIL: Dave.Kiesner@outagamie.org

David R. Kiesner
Outagamie County Purchasing
County Administration Building, 4th Floor
410 South Walnut Street
Appleton, WI 54911

Re: Agreement – Food, Laundry and Commissary Service, Outagamie County Jail, Appleton, Wisconsin

Dear Mr. Kiesner:

Enclosed for your records please find one (1) original Agreement – Food, Laundry and Commissary Service for the Outagamie County Jail, Appleton, Wisconsin and ARAMARK Correctional Services, LLC which has been executed on behalf of ARAMARK Correctional Services, LLC.

Should you have any questions, please contact Sarah Luccaro at 215-238-6878.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Glenda Schmauder". The signature is written in a cursive style.

Glenda Schmauder, Assistant to
Sarah Luccaro, Esquire

Enclosures

OPERATING AGREEMENT – FOOD, LAUNDRY AND COMMISSARY SERVICES

This **OPERATING AGREEMENT** (the "Agreement") is made as of January 31st, 2013 between the **County of Outagamie, Wisconsin**, with offices at 320 S. Walnut Street, Appleton, Wisconsin (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").

WITNESSETH:

1. **GRANT:** The County hereby grants to ARAMARK the right to provide food, laundry and commissary services (excluding vending machine operation) for its inmates, staff and visitors at the Outagamie County Jail located at 320 S. Walnut Street, Appleton, WI (the "Facility"). (Notwithstanding the foregoing, ARAMARK acknowledges that its rights hereunder shall not be exclusive for radios, ear buds, batteries and phone cards.) Charges by the County to an inmate's account for services the County provides directly to such inmate are excluded from this provision. ARAMARK hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association.
- B. The Food and Nutritional Board of the National Academy of Science as prescribed for inmates.
- C. The State of Wisconsin.
- D. National School Lunch Program and National School Breakfast Program Guidelines.

ARAMARK shall provide a large selection of food, candy, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the "Products"), all of which shall be subject to the approval of the County. The County hereby approves all Products set forth on **Attachment A** attached hereto.

2. OPERATIONAL RESPONSIBILITIES:

A. **FACILITIES AND EQUIPMENT:** The County shall at its expense provide ARAMARK with adequate preparation kitchen facilities and operational laundry facilities at the Facility completely equipped and ready to operate, together with such heat, refrigeration and utilities services as may be reasonably required for the efficient performance of the Agreement.

The County shall, at its expense, provide ARAMARK with adequate office and storage facilities at the Facility completely equipped and ready to operate together with such heat, and utilities services (including local telephone service) as may be reasonably required for the efficient performance of the Services. ARAMARK shall be responsible for long distance telephone service. ARAMARK shall install such computer hardware and related equipment, including one MICR printer and software (collectively "Computer Equipment"), including but not limited to ARAMARK's CORE® commissary management information systems (the "CORE® System") as necessary to support ARAMARK's commissary operations. ARAMARK shall remove all Computer Equipment, except the MICR printer, upon the expiration or termination of this Agreement. The CORE® System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. To the extent that it is necessary for ARAMARK's or the County's employees to be trained to use the CORE® System, ARAMARK shall provide such training, provided that ARAMARK shall have no other training obligations hereunder. Upon termination of this agreement, all food service, commissary and laundry records not considered ARAMARK Proprietary Information by Section 12 of this Agreement, shall be delivered to and remain with the Sheriff, as property of the Sheriff's Department.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

ARAMARK shall utilize the County's existing cable and wiring to install its CORE System and shall be responsible for any initial interface costs associated with the implementation of the CORE System. In the event the County changes any third party vendor whose service interacts with the CORE System (such as its telephone or internet service provider), any costs associated with CORE System customization or code changes will be borne by the County.

B. EMERGENCY PLAN: ARAMARK shall submit a contingency emergency plan to provide for food service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK's menu cycle, Product offerings and service methods. However, ARAMARK shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing

service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. MEAL DELIVERY: Facility personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to ARAMARK at the County kitchen, in a timely manner.

D. PRODUCT DELIVERY: Facility personnel shall transport such Products ordered by inmates to inmates, and shall deliver Products returned by inmates to ARAMARK at its commissary facility, in a timely manner.

E. PRODUCTS AND CLEANING SUPPLIES: ARAMARK shall purchase and pay for all food products and kitchen and laundry cleaning supplies. Products purchased for use in the food and laundry service operation shall be the property of ARAMARK. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment.

ARAMARK will purchase and pay for all Products utilized in the commissary service operation. Products shall be the property of ARAMARK.

ARAMARK shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. And, such food products will not be used after their expiration or best used by date on the product. Food products are reviewed and approved by ARAMARK's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

F. PORTION SIZE REQUIREMENT: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

G. MENU: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

H. SANITATION: ARAMARK shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. ARAMARK shall be responsible for janitorial service in the commissary areas under ARAMARK's control, and the County shall provide janitorial services for the remainder of the Facility. The County shall provide janitorial

services outside the kitchen facilities provided to ARAMARK. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food and commissary service areas.

I. PERSONNEL: ARAMARK shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen and Laundry. The number of inmates required shall be determined by the County liaison and ARAMARK's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions as well as the loading and unloading of washers and dryers, folding of laundry and the pick up of soiled clothes and the delivery of clean clothes. If there are any incidents of misconduct (regardless of severity) involving an inmate the Jail Administrator (or in his absence a jail supervisor) must be notified within two (2) hours of the incident.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, the County agrees that supervisory employees of ARAMARK shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit supervisory employees of ARAMARK to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

J. EQUAL EMPLOYMENT OPPORTUNITY: ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

K. INSURANCE AND INDEMNIFICATION:

Section 1 – Indemnification

ARAMARK agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the negligence or a wrongful act of ARAMARK in its performance of the services defined in this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. If the damages, injury, loss or claim is caused by the negligence of both parties, the apportionment of said damages, injury, loss or claim shall be shared between both parties based upon the comparative degree of each party's negligence and each party shall be responsible for its own defense and its own costs including but not limited to the cost of defense, attorney's fees and witnesses' fees and expenses incident thereto. However, it is expressly understood that ARAMARK shall not be responsible for damages, injuries, losses or claims caused by inmates or the County, its officers, employees, agents, servants or other independent contractors. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons, except for bodily injury to such persons caused by ARAMARK's negligence or willful misconduct of ARAMARK, its employees or agents. The County agrees to defend, indemnify and hold ARAMARK harmless from any liability claim by or through such persons against ARAMARK unless such claim arises from the negligence or willful misconduct of ARAMARK, its employees or agents. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall defend the indemnified party against any indemnified claim and shall have sole discretion as to the manner of defense and settlement.

Section 2 - Compliance with Laws, Regulations, Permits, Etc. Clause:

ARAMARK shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including those of the Occupational Safety and Health Administration (OSHA), the Wisconsin Department of Commerce and all County rules and orders governing the performance of the work. Furthermore, any material, equipment or supplies provided to the County must comply with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards.

Section 3 - Subcontractors Clause:

ARAMARK shall require each of their Subcontractors (if any) to take out and maintain, during the life of their subcontract the same insurance coverage's required under section 6, below. Each Subcontractor shall furnish to ARAMARK two (2) copies of a certificate of insurance. ARAMARK shall furnish one copy of the certificate of insurance to the County. The County reserves the right to immediately terminate the contract if the Subcontractor is not in compliance with these insurance requirements.

Section 4 - Proof of Insurance:

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department and having an "AM Best" rating of A- or better. Coverage afforded shall apply as primary and non-contributory, with the County, its Boards, Officers, Employees and Representatives named as **additionally insured**. Any insurance coverage (additional

insured or otherwise) that ARAMARK provides for County, its Boards, Officers, Employees and Representatives shall only cover insured liability assumed by ARAMARK in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of County, its Boards, Officers, Employees and Representatives. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions. Upon execution of the agreement, ARAMARK shall furnish the County with a certificate of insurance. **Certificates of insurance shall be sent to the following address: Outagamie County, Attention: Risk Administrator, 410 South Walnut Street, Appleton, WI 54911.** The County reserves the right to immediately terminate the contract if ARAMARK is not in compliance with these insurance requirements. In the event any action, suit or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within ten (10) working days, give notice thereof to ARAMARK and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

Section 5 – Applicable Law:

Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Outagamie County, Wisconsin and Outagamie County and ARAMARK shall submit to the jurisdiction of the Circuit Court for such lawsuits. This agreement will be governed and construed according to the laws of the State of Wisconsin.

Section 6 – Insurance Coverage Requirements:

ARAMARK agrees that in order to protect itself and the County, its Boards, Employees and Representatives under the indemnity provisions of Section 1, it will at all times during the term of the agreement and for a period of two (2) years after receipt of final payment under the terms of this agreement provide and maintain at its own expense, the following minimum limits of insurance covering its operations:

1) Worker’s Compensation & Employer’s Liability

- a) Applicable State – Statutory Limit
- b) Applicable Federal (e.g. U.S. Longshoremen’s and Harbor Worker’s Act, Admiralty (Jones) Act, and Federal Employer’s Liability Act) – Statutory Limit
- c) Employer’s Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

The County shall not be liable to ARAMARK, its employees, or subcontractors for any injuries to them out of the performance of the work under this agreement.

ARAMARK agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employee.

2) Automobile Liability – Owned, Non-Owned, Hired

- a) Bodily Injury and Property Damage Combined - \$1,000,000 Combined Single Limit, Each Accident.

If Contractor/Vendor/Subcontractor or Contractor’s/ Vendor’s Subcontractor’s staff uses personal vehicles to perform contract services, the Contractor/Vendor/Subcontractor must provide, to the County, a copy of the Certificate of Insurance for Personal Automobile Liability

coverage for each employee of Contractor/Vendor/Subcontractor who will be using their personal vehicle to perform the services as evidence of satisfactory compliance.

3) Comprehensive General Liability (Including Broad Liability Endorsement)

- a) Bodily Injury and Property Damage Combined - \$500,000, Each Accident
- b) Personal Injury - \$500,000

4) Umbrella or Excess Liability

- a) In the amount of \$2,000,000 shall be required above the Contractor's/Vendor's basic policy.

5) Product Liability

- a) In the amount of \$1,000,000 or more per incident either through a separate product liability policy or through a General Liability policy that ARAMARK certifies will provide coverage for a product liability claim.

BONDING REQUIREMENTS. ARAMARK MUST ANNUALLY PROVIDE A PERFORMANCE BOND IN THE AMOUNT OF THE ESTIMATED ANNUAL CONTRACT.

L. HAZARDOUS SUBSTANCES; PRE-EXISTING CONDITIONS. ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform ARAMARK of the presence of such Hazardous Substances and acknowledges that ARAMARK employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ARAMARK has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any ARAMARK employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

ARAMARK will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained above in Section K, the County shall indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at

the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or negligent acts or omissions of ARAMARK, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

M. DAMAGES: In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

N. COMPLIANCE WITH LAWS: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

O. RETURN OF EQUIPMENT: ARAMARK shall return to the County at the expiration or on any termination of this Agreement the food and commissary service areas 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 other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of ARAMARK without negligence on the part of ARAMARK or its employees.

P. LICENSE, FEES, PERMITS, AND TAXES: ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the food and commissary services operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to ARAMARK upon request. The County further agrees to notify ARAMARK promptly in the event of a change in its tax-exempt status. ARAMARK, as the commissary services retailer, shall be responsible for the collection and remittance of all applicable sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by ARAMARK under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by ARAMARK, shall be invoiced by ARAMARK and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

3. FINANCIAL ARRANGEMENTS:

A. FOOD SERVICE - MEAL ORDERS, BILLING AND PRICES: ARAMARK shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment B. ARAMARK will provide, at no additional cost, a lacto-ovo vegetarian and/or

vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify ARAMARK of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, ARAMARK shall prepare and will be paid for the same number of meals as prepared for the previous day.

ARAMARK shall submit to the County on the first day of every month for the preceding month an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by ARAMARK, if any. The price per meal charged to the County for meals served to inmates and staff is set forth in **Attachment B**.

Prices set forth in **Attachment B** apply for the period of January 1, 2013 through December 31, 2013. The statements shall reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of adult inmate meals
2. Actual number of staff/visitor meals
3. Any additional food, beverage or other services, as required

B. TRUST FUND: The County shall manage all functions of inmate trust fund accounting. The County shall open a new bank account and the County shall transfer the starting dollar amount equal to the total, aggregate inmate balances upon the effective date of this Agreement.

C. FOOD SERVICE- PRICE ADJUSTMENTS: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on December 31, 2013. Per meal prices for each subsequent 12-month period shall be increased on January 1st each according to Attachment B.

D. COMMISSARY SERVICES: Commissary services to begin on March 1, 2013. ARAMARK shall process orders for Products from inmates in accordance with ARAMARK's standard procedures as set forth in our proposal. The County shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

ARAMARK shall determine the prices at which Products shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK may increase its prices to recover such increased costs. Additionally, ARAMARK may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community (“Comparable Retail Values”). In the event that any of ARAMARK’s prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values. ARAMARK shall submit to the County on the first day of every month for the preceding month, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term “Gross Sales” shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the County for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final and no returns will be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered. If an inmate is released prior to Product delivery and fails to claim such Product within thirty (30) days after release, the Product shall become the property of the County.

E. COMMISSARY COMMISSIONS: ARAMARK shall pay to the County a commission in an amount equal to thirty-six percent (36%) of Net Sales of all Products, other than tobacco products, stamps and pre-stamped envelopes, telephone calling cards, radios, batteries, ear buds and Indigent Products provided by ARAMARK. County shall receive a minimum of seventy thousand dollars (\$70,000.00) per year in commissary commissions (“Minimum Annual Commission”). Starting on March 1, 2014 and on an annual basis thereafter, ARAMARK will reconcile the commission paid to the County with the Minimum Annual Commission. If the commission paid during the year is less than the Minimum Annual Commission, ARAMARK will provide the County with a check for the balance within thirty (30) days of the end of the year. Within fifteen (15) days after the end of each month, ARAMARK shall deliver the County to a check covering commissions on Net Sales made during such month.

F. LOBBY KIOSK: ARAMARK shall provide a Lobby Kiosk which will accept cash deposits only at the County’s Facility, which will be interfaced with ARAMARK’s CORE System and updated at set intervals of at least 15 minutes. No fee will be charged to inmates for deposit transactions made through the Lobby Kiosk. The County will be responsible for the collection and removal of deposits from the Lobby Kiosk, cash reconciliation and bank deposits.

G. TOUCHPAY: The parties acknowledge that ARAMARK has a contractual relationship with TOUCHPAY Direct, LP (“TouchPay”), a Texas limited partnership that is a

third party supplier of payment processing services. ARAMARK shall implement Web and Phone payment processing services for commissary payments (“Services”) at the County’s Facility. TouchPay will accept commissary payments made by credit card or debit card. TouchPay will charge each person who uses the Services a transaction fee in accordance with the fee schedule set forth on Attachment C.

H. ADDITIONAL SERVICES: Food, beverage and other services required by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by ARAMARK upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

4. ACCOUNTING:

A. MANNER OF PAYMENT: Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC
P.O. Box 406019
Atlanta, Georgia 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 10 hereof.) If any invoices are not paid within forty-five (45) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term “Prime Interest Rate” shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within thirty (30) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

ARAMARK shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

ARAMARK shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

5. **MATERIAL ADVERSE CHANGE:** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to ARAMARK's scope of services.

6. **PHONE SERVICE PROVIDERS:** In the event that there is a change in the phone service provider used at the Facility or in the process by which phone cards or phone time is sold to inmates, the County shall be responsible for the cost or shall cause the phone service provider to be responsible for the cost of the following: (1) any software development required by the change; (2) system integration; (3) use of ARAMARK hardware and software to sell phone service; and (4) any other cost incurred by ARAMARK, including but not limited to increased costs for labor, handling, and reporting.

7. **ACCESS AND RECORDS:** ARAMARK will maintain accurate books and records in connection with the food and commissary service operations and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).

8. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on January 1, 2013, and shall continue through December 31, 2017. By mutual agreement, the term of this Agreement may be renewed for three (3) additional years.

9. **TERMINATION:**

A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon one hundred twenty (120) days notice to the other party.

B. **TERMINATION FOR DEFAULT:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party,

specifying the nature of such breach or default. However, in event of a breach of notification regarding an incident as referenced in Section I, Aramark may cure default by providing a written plan to address the cause of the failure to notify.

C. CONSEQUENCES OF TERMINATION: If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all inmate and staff meals, commissary and other services, provided by ARAMARK to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and commissary services provided shall survive the termination or expiration of this Agreement. Upon the expiration or any termination of this Agreement, the County agrees, if requested by ARAMARK, to purchase ARAMARK's usable inventory of food and supplies. The purchase price for such inventory shall be ARAMARK's invoice cost.

10. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

11. CONFLICTS OF INTEREST: ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

12. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, , policy and procedure manuals and computer programs relative to or utilized in ARAMARK's business (collectively, the "ARAMARK Proprietary Information") are and shall remain confidential and the sole property of ARAMARK and constitute trade secrets of ARAMARK. The County shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any ARAMARK Proprietary Information, shall be returned to ARAMARK. ARAMARK recognizes and agrees that, to the extent such documentation is not protected by Wisconsin's freedom of information laws, any information or documents it provided to the County during the competitive bidding process and prior to the execution of this

Agreement constitutes a public record and is not subject to the provisions of this paragraph or any other confidentiality clause agreed to by the parties.

13. **ASSIGNMENT:** ARAMARK may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.


14. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and ARAMARK and supersedes all prior negotiations, representations or agreements, either written or oral, including without limitation, any request for proposal, invitation to bid, bid specifications, bids, proposals or other similar documents. This Agreement may be amended only by written instrument signed by both the County and ARAMARK.

15. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.


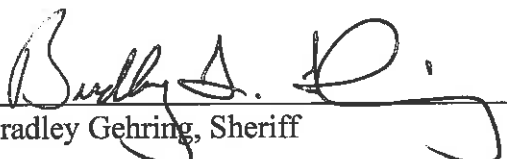
16. **WAIVER:** The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

ARAMARK Correctional Services, LLC

By: 
~~David Kimmel~~ Mark R. Adams
~~Vice President, Finance~~
CFO Sports Leisure & Corrections

County of Outagamie
State of Wisconsin

By: 
Thomas Nelson, County Executive
By: 
Bradley Gehring, Sheriff

By: Brian Massey
Insurance Approved by Brian Massey

Mark Schroeder
Approved as to Form
Mark Schroeder, Assistant Corporation Counsel

Attachment A = Commissary Price and Product List

Attachment B = Food Service Pricing Scale

Attachment C = TouchPay Fee Schedule



Correctional Services **Attachment A - Commissary Price and Product List**

Beverages

3oz Decaf Coffee	\$7.59
Cherry Pomegranite Crystal Light	\$0.69
Creamer Packs (10 each)	\$0.51
Hot Chocolate	\$0.39
Raspberry Lemonade Crystal Light	\$0.69
Single Serve SANKA Decaf Coffee	\$0.41
Sugar Free Black Cherry Drink Mix	\$0.30
Sugar Free Grape Drink Mix	\$0.30
Sugar Free Ice Tea Drink Mix	\$0.30
Sugar Free Lemonade Drink Mix	\$0.30
Sugar Free Orange Drink Mix	\$0.30
Sugar Free Watermelon Drink Mix	\$0.30
Sugar Substitute (10 each)	\$0.62
Single Serve Coffee (DECAF ONLY)	0.29

Cookies and Pastries

Blueberry Cheese Claw	\$1.29
Cherry Pop Tarts	\$1.19
Chocolate Cupcakes	\$1.29
Chocolate Gem Donuts	\$1.29
Chocolate Honey Bun	\$1.29
Duplex Crème Cookies	\$1.19
Grandma's Choc Chip Cookies	\$1.09
Grandma's Peanut Butter Cookies	\$1.09
Hot Fudge Sundae Pop Tarts	\$1.19
Iced Grand Honey Bun	\$1.29
Mini Chocolate Chip Cookies	\$2.59
Raspberry Shortbread Cookies	\$1.19
Texas Cinnamon Roll	\$1.29

Chips and Snacks

Animal Crackers	\$1.09
BBQ Chips	\$1.09
BBQ Pork Skins	\$1.09
Cheese Cheetos	\$1.09
Cheese Popcorn	\$1.09
Chex Mix	\$1.19
Chili Cheese Fritos	\$1.09
Doritos	\$1.09
Honey BBQ Fritos	\$1.09
Hot Cheetos	\$1.09
Jalapeno Cheddar Cheetos	\$1.09
Peanuts	\$1.09
Plain Chips	\$1.09
Ray's Hot Chips	\$3.39
Snyders Hot Buffalo Wing Pretzel	\$1.09
Spicy Sweet Chili Doritos	\$1.09
Sweet & Hot Nuts	\$1.29

Candy

3 Musketeer	\$1.29
Assorted Jolly Rancher	\$1.49
Baby Ruth	\$1.29
Butterfinger	\$1.29
Gummi Bears	\$1.89
Hershey w/ Almonds	\$1.29
Junior Mints	\$1.89
Kit Kat	\$1.29
Lemon Heads	\$1.39
M & M Peanut	\$1.29
Milky Way	\$1.29
Now & Later	\$1.39
Nutrageous	\$1.29
Peanut Butter M&M's	\$1.29
Reese's Peanut Butter Cups	\$1.29
Reese's Pieces	\$1.29
Root Beer Barrels	\$1.39
Snickers	\$1.29

Postage

Stamped Envelope	\$0.55
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Stamp	\$0.45
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Sour Balls	\$1.39
Starburst Fave Reds	\$1.29
Starlight Mint	\$1.30
Sugar-Free Candy	\$1.39
Twix	\$1.29

Food

12pk Flour Tortilla Shells	\$2.19
3oz Tuna Pouch	\$2.99
Armour Hot Chili w/Beans	\$2.89
Beef & Cheese Stick	\$0.99
Beef Ramen Noodle	\$0.79
Beef Stick Twin	\$0.99
Cheddar Cheese Pack	\$0.99
Cheese Bit Crackers	\$3.59
Chicken Ramen Noodle	\$0.79
Chili Ramen Noodle	\$0.79
Hot Pickle	\$1.59
Jalapeno Cheese Pack	\$0.99
Oatmeal - Maple & Brown Sugar	\$4.29
Peanut Butter Granola Bar	\$0.89
Peanut Butter Pack	\$0.79
Picante Beef Ramen Noodle	\$0.79
Picante Chicken Ramen Noodles	\$0.79
Red Beans & Rice	\$1.39
Snack Crackers	\$4.29
Spam Singles	\$3.09
Spicy Meat & Cheese	\$0.99

General Merchandise

9 x 12 Manila Envelope	\$0.29
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Health and Beauty

Afro Pick	\$0.79
Antifungal Cream	\$3.79
Baby Powder	\$1.39
Blue Magic Hair Conditioner	\$3.99
Body Wash	\$2.69
Brushless Shaving Cream	\$2.59
Close-Up Toothpaste	\$2.89
Cocoa Butter Lotion	\$1.09
Colgate Toothpaste	\$2.49
Contact Lens Case	\$2.79
Contact Solution	\$4.79
Curl Activator Gel	\$2.99
Dandruff Shampoo	\$2.79
Denture Cup Bath	\$2.79
Dial Soap	\$1.49
Ear Plugs	\$0.59
Effergrip	\$4.09
Extra Strength Non-Aspirin (Limit of 2)	\$0.49
Halls Menthol Cough Drops	\$1.59
Hypo-Allergenic Bar Soap	\$2.59
Ibuprofen (Limit of 2)	\$0.49
Irish Spring Soap	\$1.49
Jergens Lotion	\$4.99
Ladies Speed Stick	\$3.59
Lip Balm	\$1.39

AA Batteries	\$1.59
AAA Batteries	\$1.59
Birthday Card	\$2.19
Clear Radio AM/FM (not offered at this time)	N/A
Colored Pencils	\$1.89
Digital Ear Wraps	\$8.79
Friendship Card	\$2.19
Get Well Card	\$2.19
Headphones	\$5.69
Holiday Card - Most Current Holiday	\$2.19
Kids Birthday Card	\$2.19
Legal Pad 8 1/2 x 11	\$1.59
Love Card	\$2.19
Pen	\$0.89
Plastic Bowl	\$0.99
Plastic Spoon	\$0.29
Pocket Folder	\$0.89
Sketch Pad	\$2.99
Sudoku Puzzle	\$2.49
Thank You Card	\$2.19
Tumbler Cup w/ Lid	\$1.19
Word Search Book	\$2.49
Playing Cards	\$2.09

Men's Clear Stick Deodorant	\$3.29
Men's Hair Brush	\$1.79
Mouthwash	\$2.09
Oral pain Relief	\$2.09
Petroleum Jelly	\$1.79
Pony Tail Holder	\$0.39
Right Guard Deodorant	\$4.49
Skin Care Lotion	\$1.09
Soap Dish	\$0.79
Tampons	\$5.29
Toothbrush	\$0.99
Toothbrush Holder	\$0.79
Triple Antibiotic Ointment	\$3.99
V05 Conditioner	\$3.59
V05 Shampoo	\$3.59
Vented Hair Brush	\$1.69
Women's Clear Stick Deodorant	\$2.89

Clothing

Shower Shoes Small	\$1.99
Shower Shoes Medium	\$1.99
Shower Shoes Large	\$1.99
Shower Shoes X-Large	\$1.99
Shower Shoes 2-XL	\$1.99

Inmates shall use in-unit inmate telephones for commissary ordering and balance information.

Attachment B
Outagamie County, Wisconsin

EFFECTIVE JANUARY 1, 2013 THROUGH FEBRUARY 28, 2013

<u>Population*</u>	<u>Price</u>
up to 449	\$1.247
450-474	1.216
475-499	1.189
500-524	1.163
525-549	1.141
550-574	1.121
575-599	1.101
600-624	1.084
625-649	1.068
650-674	1.054
675-699	1.041
700-724	1.028
725-749	1.015
750-774	1.005
775-799	0.994
800-824	0.985
825-849	0.976
850-874	0.968
875-899	0.959
900-924	0.952
925-949	0.944
950-974	0.938
975-999	0.931
1000-1024	0.924
1025-1049	0.919
1050-1074	0.914
1075-1099	0.909
1100+	0.904

EFFECTIVE MARCH 1, 2013 THROUGH DECEMBER 31, 2013**

No. of Number of Meals Served*

Price per Meal**

Up to 274	\$1.148
275 - 299	\$1.108
300 - 324	\$1.075
325 - 349	\$1.047
350 - 374	\$1.023
375 - 399	\$1.000
400 - 424	\$0.984
425 - 449	\$1.199
450 - 474	\$1.168
475 - 500	\$1.141
501 - 524	\$1.115
525 - 549	\$1.093
550 - 574	\$1.073
575 - 599	\$1.053
600 - 624	\$1.036
625 - 649	\$1.020
650 - 674	\$1.006
675 - 699	\$0.993
700 - 724	\$0.980
725 - 749	\$0.970
750 - 774	\$0.961
775 - 779	\$0.952
800 - 824	\$0.944
825 - 849	\$0.936
850 - 874	\$0.930
875 - 899	\$0.923
900 - 924	\$0.917
925 - 949	\$0.912
950 - 974	\$0.907
975 - 999	\$0.902
1,000 - 1,024	\$0.897
1,025 - 1,049	\$0.893
1,050 - 1,074	\$0.889
1,075 - 1,099	\$0.886
1,100 +	\$0.883

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale. Pricing is based on combined number of meals served for both Winnebago & Outagamie County.

**This pricing shall only become effective if the commissary operation is implemented on March 1, 2013. If not, the new pricing shall only become effective upon the implementation of the commissary operation.

Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on December 31, 2013. Per meal prices for each subsequent 12-month period shall be increased by an amount to be mutually agreed upon and set forth in an amendment to this Agreement; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Commerce. The period for determining CPI-FAH and Market Basket of Products increases shall be September of the immediately preceding year to September of the then-current year (the "Base Period").

*****Pricing per meal (all options) shall not increase by more than the following percentage for each year:**

Year 2014 5.00%

Year 2015 5.00%

Year 2016 5.00%

Year 2017 5.00%

Attachment C

Touch Pay Fee Schedule*

COMMISSARY DEPOSITS:

If the deposit is made by credit or debit card, the card holder will be charged a convenience fee of \$5.00 plus 3.5% of the face amount of each transaction.

*TouchPay deposit services will be provided for web and telephone only.

Amendment No. 3 to Operating Agreement – Food, Laundry and Commissary Services

THIS AMENDMENT NO. 3 (the "Amendment"), is entered into this 24th day of July, 2017 by and between the **County of Outagamie, Wisconsin** with offices at 320 S. Walnut Street, Appleton, Wisconsin (the "County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("ARAMARK").

WITNESSETH:

WHEREAS, the County and ARAMARK entered into an Operating Agreement dated January 31, 2013 for the management of the food, laundry and commissary services operation at the Outagamie County Jail (as amended, the "Agreement"), and;

WHEREAS, the County Intends to retain ARAMARK for the management of the food, laundry, and commissary services through December 31, 2022, and;

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective as of July 1, 2017.

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. **Term:** The parties hereby agree that Paragraph 8 of the Agreement shall be deleted in its entirety and replaced with the following:

"8. TERM OF AGREEMENT: The term of this Agreement shall commence on January 1, 2018, and shall continue through December 31, 2022. By mutual agreement, the term of this Agreement may be renewed for one (1) three-year extension."

2. **Lobby Kiosk:** The parties hereby agree that Subparagraph 3(F) of the Agreement shall be deleted in its entirety and replaced with the following:

"F: LOBBY KIOSK: ARAMARK shall provide ^{INTERFACED} a Lobby Kiosk which will accept cash deposits only at the County's Facility, which will be ~~interfaced~~ with ARAMARK's CORE System and updated at set intervals of at least 15 minutes. No fee will be charged to inmates for deposit transactions made through the Lobby Kiosk. The County will be responsible for the collection and removal of deposits from the Lobby Kiosk, cash reconciliation and bank deposits. ARAMARK shall schedule monthly servicing of the Lobby Kiosk at no cost to County."

3. **Financial Commitment:** The parties hereby agree to amend Paragraph 3 of the Agreement to include a new Subparagraph I as follows:

"I. FINANCIAL COMMITMENT: ARAMARK shall provide to County ten-thousand dollars (\$10,000) ("Financial Incentive") on or about January 1, 2018 and the Financial Incentive shall be provided each subsequent year on or about January 1 for the remaining Term of the Agreement. The Financial Incentive shall be used by the County within the food, laundry, or commissary services."

4. **Prices:** The parties hereby agree that Subparagraph 3(A) of the Agreement shall be deleted in its entirety and replaced with the following:

“FOOD SERVICE - MEAL ORDERS, BILLING AND PRICES: ARAMARK shall provide meals to the County’s inmates, staff and visitors at the per meal prices set forth in Attachment B. ARAMARK will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify ARAMARK of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, ARAMARK shall prepare and will be paid for the same number of meals as prepared for the previous day.

ARAMARK shall submit to the County on the first day of every month for the preceding month an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by ARAMARK, if any. The price per meal charged to the County for meals served to inmates and staff is set forth in Attachment B.

Prices set forth in Attachment B apply for the period of July 1, 2017 through December 31, 2018. The statements shall reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of adult inmate meals
2. Actual number of staff/visitor meals
3. Any additional food, beverage or other services, as required”

5. **Price Adjustments:** The parties hereby agree that Subparagraph 3(C) of the Agreement shall be deleted in its entirety and replaced with the following:

“C. FOOD SERVICE - PRICE ADJUSTMENTS: The per meal prices stated in this Agreement are firm for the period beginning on the July 1, 2017 and ending on December 31, 2018. Per meal prices for each subsequent 12-month period shall be increased on January 1st by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B: provided, however, that in the event no agreement is reached with respect to such adjustment, per meal prices shall be adjusted as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index (“CPI-FAH”), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products which approximate the products served at the facilities covered by this Agreement (the “Client Menu”). The period for determining CPI-FAH and Market Basket of Products adjustments shall be May of the immediately preceding year to May of the then-current year (the “Base Period”). The annual maximum price increase shall not exceed five percent (5%) over the prior year.”

6. **Commissary Commissions:** The parties hereby agree that Subparagraph 3(E) of the Agreement shall be deleted in its entirety and replaced with the following:

“E. COMMISSARY COMMISSIONS: ARAMARK shall pay to the County a commission in an amount equal to thirty-six percent (36%) of Net Sales of all Products, other than stamps and

pre-stamped envelopes, telephone calling cards, radios, batteries, ear buds and Indigent Products provided by ARAMARK, through December 31, 2017. ARAMARK shall pay to the County a commission in an amount equal to forty percent (40%) of Net Sales of all Products, other than stamps and pre-stamped envelopes, telephone calling cards, radios, batteries, ear buds and Indigent Products provided by ARAMARK beginning on January 1, 2018. County shall receive a minimum of seventy thousand dollars (\$70,000.00) per year in commissary commissions ("Minimum Annual Commission"). Starting on March 1, 2014 and on an annual basis thereafter, ARAMARK will reconcile the commission paid to the County with the Minimum Annual Commission. If the commission paid during the year is less than the Minimum Annual Commission, ARAMARK will provide the County with a check for the balance within thirty (30) days of the end of the year. Within fifteen (15) days after the end of each month, ARAMARK shall deliver the County to a check covering commissions on Net Sales made during such month."

7. **Payment:** The parties hereby agree that Subparagraph 4(A) of the Agreement shall be deleted in its entirety and replaced with the following:

"A. MANNER OF PAYMENT: Payment shall be made by Mastercard payable to ARAMARK Correctional Services, LLC by the 5th of the month for the services of the prior month. Aramark will automatically bill the County's Mastercard for the services. In the event of a billing dispute, the County will contact Aramark by the 15th of the month for services of the prior month. If by both parties agree that a billing error exists, the error will be corrected, and proper amount debited or credited on the following month's invoice.

If any invoices are not paid within fifteen (15) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "Prime Interest Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within five (5) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

ARAMARK shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

ARAMARK shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the County Administrator or his designee each month."

8. **Material Adverse Change:** The parties hereby agree that Paragraph 5 of the Agreement shall be deleted in its entirety and replaced with the following:

"5. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing

and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to Inmates; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to ARAMARK's scope of services."

9. **Termination:** The parties hereby agree that Paragraph 9 of the Agreement shall be deleted in its entirety and replaced with the following:

A. TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon one hundred twenty (120) days notice to the other party.

B. TERMINATION FOR DEFAULT: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. CONSEQUENCES OF TERMINATION: If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all inmate and staff meals, commissary and other services, provided by ARAMARK to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and commissary services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by ARAMARK, to purchase ARAMARK's usable inventory of food and supplies. The purchase price for such inventory shall be ARAMARK's invoice cost."

10. **Commissary Services:** The parties hereby agree that Subparagraph 3(D) of the Agreement shall be deleted in its entirety and replaced with the following:

D. COMMISSARY SERVICES: Commissary services to begin on March 1, 2013. ARAMARK shall process orders for Products from Inmates in accordance with ARAMARK's standard procedures as set forth in our proposal. ARAMARK's fill rate percentage is between 98-99% accuracy. Upon notice to ARAMARK by the County of a mis-picked item, ARAMARK shall replace the item within twenty-four (24) hours of the notification of the mis-pick. The County shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in

such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

ARAMARK shall determine the prices at which Products shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK may increase its prices to recover such increased costs. Additionally, ARAMARK may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community (" Comparable Retail Values"). In the event that any of ARAMARK's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values. ARAMARK shall submit to the County on the first day of every month for the preceding month, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term " Gross Sales" shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the County for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final and no returns will be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered. If an inmate is released prior to Product delivery and fails to claim such Product within thirty (30) days after release, the Product shall become the property of the County.

11. 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. 3 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

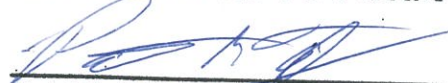
**The County of Outagamie
State of Wisconsin**

By:



Name: Bradley G. Gehring
Title: Sheriff

APPROVED AS TO FORM



Patrick M. Taylor
Assistant Corporation Counsel
Outagamie County

Date Approved: 7-19-17

Attachment B
County of Outagamie, Wisconsin
Effective July 1, 2017 through December 31, 2018

<u>Population*</u>	<u>Price</u>
600-624	\$1.058
625-649	\$1.040
650-674	\$1.022
675-699	\$1.017

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale. Pricing is based on combined number of meals served for both Winnebago and Outagamie County.

Amendment No. 6 to Operating Agreement – Food, Laundry and Commissary Services

THIS AMENDMENT NO. 6 (the “Amendment”), is entered into this 4th day of NOVEMBER, 2022 by and between the **County of Outagamie, Wisconsin** with offices at 320 S. Walnut Street, Appleton, Wisconsin (the “County”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 (“Aramark”).

WITNESSETH:

WHEREAS, the County and Aramark entered into an Operating Agreement dated January 31, 2013 for the management of the food, laundry and commissary services operation at the Outagamie County Jail (as amended, the “Agreement”);

WHEREAS, the County intends to retain Aramark for the management of the food, laundry, and commissary services through December 31, 2025; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective January 1, 2022.

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. **2022 Pricing:** The parties agree that the price per meal for the period from January 1, 2022 through December 31, 2022 shall be as set forth on Attachment A. The pricing shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.
2. **Term:** Pursuant to Paragraph 8 of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional three-year period from January 1, 2023 through December 31, 2025. By mutual agreement, the terms of the Agreement may be renewed for one (1) three-year extension.
3. **Prices:** The parties hereby agree that Subparagraph 3(C) of the Agreement shall be deleted in its entirety and replaced with the following:

The per meal prices stated in Attachment B to this Amendment are firm for the period beginning on January 1, 2023 and ending on December 31, 2023. Per meal prices for each subsequent 12-month period shall be increased on January 1st each year by an amount to be mutually agreed upon and set forth in an amendment to this Agreement. In the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index (“**CPI-FAH**”), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products which approximate the products served at the facilities covered by this Agreement (the “**Client Menu**”). The period for determining CPI-FAH and Market Basket of Products increases shall be May of the immediately preceding year to May of the then-current year (the “**Base Period**”). However, the parties agree that the price increases for the period from January 1, 2023 through December 2023 and the period from January 1, 2024 through December 31, 2024 shall be no more than 2% greater than the increases from the previous year. The price increase for the period from January 1,

2025 through December 31, 2025 shall be no more than 5% greater than the increase from the previous year.

4. **Financial Commitment:** The parties hereby agree that Subparagraph 3(I) shall be removed from the Agreement. Aramark shall no longer provide to the County the annual Financial Incentive described therein.

5. **Lobby Kiosk:** The parties hereby agree that Subparagraph 3(F) shall be removed from the Agreement. Aramark shall no longer provide a Lobby Kiosk at the County's Facility as described therein.

6. **Commissary Services:** The parties hereby agree that Subparagraph 3(D) of the Agreement shall be amended so that permissible inmate Commissary spending limits will be eighty dollars (\$80.00) per week.

7. 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. 6 to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

DocuSigned by:
Stephen Yarsinsky
8DD54D02B0CD4AA...
By: Stephen Yarsinsky
Vice President, Finance

The County of Outagamie
State of Wisconsin

By: [Signature]
Name: Clint C. Kriewaldt
Title: Outagamie County Sheriff

APPROVED AS TO FORM:

[Signature]
Kyle J. Sargent
Corporation Counsel
Outagamie County
Date Approved: 11/2/22

Attachment A
County of Outagamie, Wisconsin
Effective January 1, 2022 through December 31, 2022

<u>Population*</u>	<u>Price</u>
350-374	\$1.403
375-399	\$1.385
400-424	\$1.367
425-449	\$1.348
450-474	\$1.33
475-499	\$1.311
500-524	\$1.292
525-549	\$1.273
550-574	\$1.255
575-599	\$1.235
600-624	\$1.221
625-649	\$1.201
650-674	\$1.18
675-699	\$1.175
700-724	\$1.155
725-749	\$1.143
750-774	\$1.133
775-799	\$1.131
800-824	\$1.122
825-849	\$1.115
850-874	\$1.109

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale. Pricing is based on combined number of meals served for both Winnebago and Outagamie County.

Attachment B
County of Outagamie, Wisconsin
Effective January 1, 2023 through December 31, 2023

<u>Population*</u>	<u>Price</u>
350-374	\$1.431
375-399	\$1.413
400-424	\$1.394
425-449	\$1.375
450-474	\$1.357
475-499	\$1.337
500-524	\$1.318
525-549	\$1.298
550-574	\$1.280
575-599	\$1.260
600-624	\$1.245
625-649	\$1.225
650-674	\$1.204
675-699	\$1.199
700-724	\$1.178
725-749	\$1.166
750-774	\$1.156
775-799	\$1.154
800-824	\$1.144
825-849	\$1.137
850-874	\$1.131

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale. Pricing is based on combined number of meals served for both Winnebago and Outagamie County.

Amendment No. 7 to Operating Agreement – Food, Laundry and Commissary Services

THIS AMENDMENT NO. 7 (the “Amendment”), is entered into this ____ day of May, 2024 by and between the **County of Outagamie, Wisconsin** with offices at 320 S. Walnut Street, Appleton, Wisconsin (the “County”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 (“Aramark”).

WITNESSETH:

WHEREAS, the County and Aramark entered into an Operating Agreement dated January 31, 2013 for the management of the food, laundry and commissary services operation at the Outagamie County Jail (as amended, the “Agreement”);

WHEREAS, the County intends to retain Aramark for the management of the food, laundry, and commissary services through December 31, 2025; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective January 1, 2024 (the “Effective Date”).

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. **2024 Pricing:** The parties agree that the price per meal for the period from January 1, 2024 through December 31, 2024 shall be as set forth on Attachment A, attached hereto. The pricing shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.

2. **2025 Pricing:** The parties agree that the price per meal for the period from January 1, 2025 through December 31, 2025 shall be as set forth on Attachment B, attached hereto. The pricing shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.

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. 7 to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

**The County of Outagamie
State of Wisconsin**

By: _____
Stephen Yarsinsky
Vice President, Finance

By: _____
Clint C. Kriewaldt
Sheriff

APPROVED AS TO FORM:

Kyle J. Sargent
Corporation Counsel
Outagamie County
Date Approved:

5/28/24

Attachment A
County of Outagamie, Wisconsin
Effective January 1, 2024 through December 31, 2024

<u>Population*</u>	<u>Price</u>
350-374	\$1.460
375-399	\$1.441
400-424	\$1.422
425-449	\$1.403
450-474	\$1.384
475-499	\$1.364
500-524	\$1.344
525-549	\$1.324
550-574	\$1.306
575-599	\$1.285
600-624	\$1.270
625-649	\$1.250
650-674	\$1.228
675-699	\$1.223
700-724	\$1.202
725-749	\$1.189
750-774	\$1.179
775-799	\$1.177
800-824	\$1.167
825-849	\$1.160
850-874	\$1.154

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale. Pricing is based on combined number of meals served for both Winnebago and Outagamie County.

Attachment B
County of Outagamie, Wisconsin
Effective January 1, 2025 through December 31, 2025

<u>Population*</u>	<u>Price</u>
350-374	\$1.533
375-399	\$1.513
400-424	\$1.493
425-449	\$1.473
450-474	\$1.453
475-499	\$1.432
500-524	\$1.412
525-549	\$1.390
550-574	\$1.371
575-599	\$1.349
600-624	\$1.333
625-649	\$1.312
650-674	\$1.289
675-699	\$1.284
700-724	\$1.262
725-749	\$1.249
750-774	\$1.238
775-799	\$1.236
800-824	\$1.225
825-849	\$1.218
850-874	\$1.211

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale. Pricing is based on combined number of meals served for both Winnebago and Outagamie County.