

INMATE FOOD & COMMISSARY 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 2400 Market Street, Philadelphia, PA 19103 (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, Contractor 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 and are incorporated herein by reference:

- a. Inmate Food & Commissary Services Agreement
- b. Exhibit A Food Services Scope of Work
- c. Exhibit B Commissary Services Scope of Work
- d. Exhibit C Contractor's Fee Schedule

- e. Exhibit D Insurance Checklist
- f. Aramark's Proposal to RFP 22-273
- g. Aramark Handbooks, Manuals & Forms
- h. Aramark ACS Medical Nutrition Therapy & Religious Meals Manual

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

4.1General. 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.

4.2Food 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.

4.3Contingency 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.

4.4Acceptance. 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.

4.5Food 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.

4.6Facility 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

5.1General. 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 AM on July 1, 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 provide a grant in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "Grant") to the County for the expansion of its inmate vocational training program and integration of Contractor's In2Work program into the County's existing inmate training coursework. Additionally, Contractor shall make a financial commitment to County in an amount up to \$75,000.00 (collectively with the Grant, the "Financial Commitment") to purchase equipment (including a PicoCooler solution) and make other improvements to be used by Contractor to enhance the officer dining services provided by Contractor at the Facility. 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 execution 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 July 1, 2022. The initial term of this Agreement shall be through 11:59 PM on June 30, 2026.

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 thirty(30) 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 thorough 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 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. The per meal prices set forth on Exhibit C are firm for the period beginning July 1, 2022 through June 30, 2023. Per meal prices for each subsequent twelve (12) month period shall be increased on each anniversary of the Effective Date 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 as further set forth below by the greater of (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined in Exhibit C) which approximate the produced served at the facility covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket Products increases shall be April of the immediately preceding year to April of the then-current year (the "Base Period").

The "**Market Basket of Products**" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six

categories of food items (each, a “**Menu Category**”): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the “**Category Weighting**”) representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics (“**BLS**”) category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark shall have the right to terminate the Agreement upon 90 days’ prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

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 Contractor's solely negligent performance of the Services. However, it is expressly understood that Contractor shall not be responsible for damages, injuries, losses or claims caused by inmates of 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 Contractor and no liability is or will be incurred by Contractor to such persons, except for bodily injury to such persons caused by Contractor's sole negligence. The County shall remain responsible for all claims by or through such persons. Each party shall promptly notify the other of any claim believed to be the responsibility of the other party and shall cooperate with the other party in defense of such claim. The party responsible for the claim shall have the sole discretion to defend and settle such claim. In no event will either party be liable to the other party for any loss of business interruption, consequential, special, indirect or punitive damages.

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: Vice President and Assistant General Counsel
Aramark Correctional Services, LLC
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.

11. **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 Contractor's control, including, but not limited to, a change in the scope of Contractor'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; or other unforeseen external market conditions outside Contractor's control, then Contractor shall give County written notice

of such increase or change, and within thirty (30) calendar days after such notice, Contractor and County shall mutually agree upon modifications may include any or a combination of the following: an adjustment to Contractor's price per meal, modifications to the menu or modifications to Contractor's scope of services.

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: Ellen Ellenburg DATE: 11-8-23
Ellen Ellenburg, Chairperson, Board of Commissioners

BY: Christopher Swanson DATE: 11-6-23
Christopher Swanson, Genesee County Sheriff

Aramark Correctional Services, LLC

DocuSigned by:
BY: Stephen Yarsinsky DATE: 10/13/2023
Stephen Yarsinsky, Finance Vice President

EXHIBIT A

Food Services Scope of Work

Contractor shall provide food services per the requirements and specifications as described in the Genesee County RFP#22-273 (the “**RFP**”) and Contractor’s corresponding proposal dated February 24, 2022 (the “**Aramark Proposal**”).

EXHIBIT B

Commissary Services Scope of Work

Contractor shall provide commissary services per the requirements and specifications as described in the Genesee County RFP#22-273 (the "**RFP**") and Contractor's corresponding proposal dated February 24, 2022 (the "**Aramark Proposal**").

EXHIBIT C

Contractor's Fee Schedule

Food Services:

DETAINEE UNIT COST: 1. 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 per year: \$780,735.00 (Daily Unit Price x 365 days x 620 Detainees)

Commissary Services:

Contractor shall provide a large selection of food, candy and gum, 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 mutual agreement of the parties. In addition, Contractor shall also provide a selection of mutually agreeable Products to indigent inmates (the "Indigent Products"). Contra shall process orders for Products from inmates in accordance with Contractor's standard procedures. The County shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that Contractor 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.

Contractor shall determine the prices at which Products shall be sold. If Contractor sustains increases in its costs, including but not limited to, increases in its product, labor or equipment or software-related costs, Contractor may increase its prices to recover such increased costs. Additionally, A Contractor 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 Contractor'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.

Contractor shall submit to the County on the first day of every week, for the preceding week, 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, 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 seventy-two (72) hours after release, the Product shall become the property of the County.

COMMISSARY COMMISSIONS: Contractor shall pay to the County a commission in an amount equal to fifty-one percent (51%) of Net Sales. Within fifteen (15) days after the end of each month, Contractor shall deliver the County to a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, "**Net Sales**" means total Product sales (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Products) less sales or use taxes, authorized returns and handling charges. Notwithstanding the forgoing, for the purposes of commissions paid pursuant to this paragraph, Net Sales shall not include sales from iCare.

iCARE: Contractor shall implement its iCare program at the Facility. Contractor shall determine the prices at which iCare packages and food items shall be sold. If Contractor sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Contractor may increase its iCare prices to recover such increased costs. No returns shall be accepted unless the inmate, who is a recipient of such iCare order, is released prior to such delivery, or the iCare order is undeliverable in accordance with Contractor standard terms and conditions for iCare orders. All sales shall be deemed made when an iCare item purchased is delivered to the inmate.

The County shall earn a commission in an amount equal to thirty-five Percent (35%) of Net Sales of all iCare packages and iCare Fresh food items. For purposes of this Paragraph, "**Net Sales**" means total iCare sales, less sales or use taxes, authorized returns and handling charges. Notwithstanding the forgoing, for the purposes of commissions paid pursuant to this paragraph, Net Sales shall not include sales from the commissary services.