



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Governmental Operations Committee
Agenda

Wednesday, May 21, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-1792](#) Approval of Meeting Minutes - May 7, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1369](#) Approval of an update to Genesee County's Vehicle Operation & Driving for Work Policy
2. [RES-2025-1687](#) Approval of a request by the Genesee County Prosecutor's Office to enter into a 10-year or 20-year contract with Leonard Brothers for storage and retrieval of Prosecutor case files
3. [RES-2025-1732](#) Approval of a request by Genesee County's Sheriff's Department to correct RES-2022-295 to match the RFP and current signed contract which expires on June 30, 2026
4. [RES-2025-1753](#) Approval of an agreement between Genesee County and Variety Food Services, in the amount of \$367,200.00, to provide food services for the Genesee County Juvenile Justice Center secure detention, residential treatment, and day treatment programs; the term of this agreement is July 1, 2025 through June 30, 2026; the cost of this agreement will be paid from the accounts listed

5. [RES-2025-1789](#) Approval of a resolution acknowledging June 2025 as Pride Month in Genesee County

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1792

Agenda Date: 5/21/2025

Agenda #:

Approval of Meeting Minutes - May 7, 2025



GENESEE COUNTY
— M I C H I G A N —

Genesee County Governmental Operations Committee Meeting Minutes

Wednesday, May 7, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 6:36 PM.

II. ROLL CALL

Present: Dale K. Weighill, Shaun Shumaker, Charles Winfrey, Brian K. Flewelling and Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1722](#) Approval of Meeting Minutes - April 16, 2025

RESULT: APPROVED

MOVER: Charles Winfrey

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-0049](#) Approval to establish a budget for the purchase of a Search and Rescue K9, K9 vehicle upfitting, and the related K9 Training and supplies expenses that will follow. The request is to establish expense line 2651-311.00-978.000 in the amount of \$41,000.00 to issue purchase orders to Northern Michigan K9 (\$10,500.00) and Arrowhead Upfitters (\$26,902.00); and to establish the following expense line 2651-311.00-955.014 to cover the K9 training, and related supplies/expenses from various vendors

 RESULT: REFERRED
 MOVER: Delrico J. Loyd
 SECONDER: Charles Winfrey

 Aye: Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
2. [RES-2025-1369](#) Approval of an update to Genesee County's Vehicle Operation & Driving for Work Policy

 RESULT: POSTPONED
 MOVER: Delrico J. Loyd
 SECONDER: Charles Winfrey

 Aye: Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
3. [RES-2025-1507](#) Approval of Genesee County's Debt Management Policy

 RESULT: REFERRED
 MOVER: Shaun Shumaker
 SECONDER: Brian K. Flewelling

 Aye: Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
4. [RES-2025-1547](#) Approval of the Genesee County Volunteer Time Off Policy

 RESULT: REFERRED
 MOVER: Charles Winfrey
 SECONDER: Dale K. Weighill

 Aye: Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd

5. [RES-2025-1689](#) Approval of an agreement between Genesee County and the Michigan Department of Attorney General to provide for up to four (4) Special Assistant Attorneys General positions; these are grant funded positions
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Delrico J. Loyd
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
6. [RES-2025-1726](#) Recognition of Migraine and Headache Awareness Month - June 2025
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Brian K. Flewelling
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

VIII. OTHER BUSINESS**IX. ADJOURNMENT**

The meeting was adjourned at 6:53 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1369

Agenda Date: 5/21/2025

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Chrystal Simpson, Chief Financial Officer

RE: Approval of an update to the Vehicle Operation & Driving for Work Policy

BOARD ACTION REQUESTED:

Approval of an update to the Genesee County Driving for Work Policy

BACKGROUND:

Genesee County's vehicle policies have not been updated in at least 10 years. With changes to state law, insurance requirements, vehicle costs, reporting procedures, and departmental use it has become necessary to update the policy. The attached draft policy combines multiple policies and procedures into one document addressing all countywide vehicle procedures.

DISCUSSION:

Risk Management requests that the Driving for Work Policy be updated to align with State of Michigan driving laws and insurance/liability exposure as it relates to driving vehicles on behalf of the county. This policy establishes procedures for the use of county owned, rented, and leased vehicles, as well as personal vehicles while on county business. The purpose of this policy is to promote the safe and proper use of county vehicles, to facilitate the safety of drivers and passengers, and to minimize potential loss and damage. Updates include defining authorized drivers, driver criteria, driver's responsibilities, addressing personal use of county vehicles, accident reporting procedures, IRS guidelines, driving record monitoring, and formalizing the process of taking home county vehicles.

IMPACT ON HUMAN RESOURCES:

Human Resources will aid Risk Management in communication and oversight of this updated procedure.

IMPACT ON BUDGET:

N/A

IMPACT ON FACILITIES:

Facilities will work to implement necessary reporting requirements for all county-owned vehicles.

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

This policy conforms to the County's priorities of promoting safe communities and ensuring all policies are consistently followed by all county departments through accountability.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan ("Board"), hereby adopts and authorizes the implementation of the attached Vehicle Operation & Driving for Work Policy ("Policy").

BE IT FURTHER RESOLVED, that this new Policy supersedes any and all current or past policies related to county vehicles or driving for work, that any other resolutions or policies previously adopted by this Board related to county vehicles or driving for work are hereby rescinded, and that this Policy shall remain in effect until further action of this Board.

BE IT FURTHER RESOLVED, that upon adoption of this Policy, this Board authorizes the Department of Fiscal Services to establish procedures that may be necessary for implementation and delegates the implementation of said procedures to the County Risk Manager, and Fiscal Services is hereby directed to distribute the updated policy to all County departments.

Attachment



03.001: VEHICLE OPERATION & DRIVING FOR WORK POLICY

Effective: xx/xx/xxxx – RES-XXXX-XXX

Purpose:

This Policy establishes procedures for using county-owned, rented, or leased vehicles. Its purpose is to promote the safe and proper use of county vehicles, facilitate the safety of drivers and passengers, and minimize potential loss and damage.

Authority and Responsibility:

The Board of County Commissioners assigns implementation of this policy to Facilities & Operations. Facilities & Operations will consult with Risk Management regarding vehicle and equipment operations in which Genesee County has an interest and liability exposure. Facilities & Operations and the Risk Manager will work with Human Resources (HR) in all the following steps regarding driver's license requirements, vehicle fleet safety rules and regulations, auto liability, and auto physical damage claims.

Application:

This Policy applies to all County vehicle drivers and those operating personal vehicles within the scope of their employment.

Definitions:

1. **Authorized Driver:** Only drivers that meet all the criteria listed in section 1 are authorized to drive County vehicles.
2. **County Vehicle:** any vehicle owned, leased, or rented by Genesee County and designed for use on public highways and any personal vehicle used for county business purposes.
3. **Personal Use:** Commuting to and from work, running a personal errand, vacation or weekend use, etc. are considered personal use of a county vehicle.



4. **Acceptable Driving History:**

- a. No significant violations in the past five (5) years of the following:
 - i. Manslaughter, negligent homicide, or other felony involving the use of a motor vehicle.
 - ii. Operating under the influence of liquor or drugs, DUI, etc.
 - iii. Operating while visibly impaired.
 - iv. Failing to stop and give identification at the scene of a crash.
 - v. Reckless driving
 - vi. Refusal to take a chemical test
 - vii. Fleeing or eluding a police officer
 - viii. Drag racing
 - ix. Failure to yield/show due caution for emergency vehicles
 - x. Driving at 16 mph or more over the legal speed limit
- b. Not more than one violation assigned three (3) points under the Michigan Motor Vehicle Code in the past three (3) years – examples include:
 - i. Careless driving
 - ii. Disobeying a traffic signal or stop sign or improper passing
 - iii. 11-15 mph over the legal speed limit
 - iv. Failure to stop at a railroad crossing
 - v. Failure to stop for a school bus or for disobeying a school crossing guard
- c. Not more than two violations assigned two (2) points under the Michigan Motor Vehicle Code in the past two (2) years – examples include:
 - i. Six (6) to ten (10) mph over the legal speed limit
 - ii. Open the alcohol container in the vehicle
 - iii. All other moving violations of traffic laws
- d. Not more than one (1) at-fault accident in a **county** vehicle within twelve (12) months.

5. **Unauthorized personnel:** Non-county employees, spouses, dependents, friends, family, and employees with unacceptable driving records.

6. **Hazardous Substance:** Any biological agent and other disease-causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions...or physiological deformations in such persons or their offspring.

Policy:

1. **Driver Criteria & Administration:** Employees are expected to drive safely and responsibly and to maintain a good driving record. Risk Management will review county employee motor vehicle records to determine driving records before an employee drives a county vehicle. Annually, Risk Management shall acquire employee driving records from the State of Michigan Secretary of State Office to verify valid driver's license status and acceptable driving history. Contractors or other individuals who are not Genesee



County employees or official County volunteers are prohibited from operating County vehicles unless expressed in a written contract. (Corporation Counsel and Risk Management must review contracts/Agreements extending this privilege).

2. Authorized Driver Responsibilities:

- a. Employees must display the highest professional conduct while operating a county vehicle.
- b. Employees must have a valid and current driver's license while operating a county vehicle.
- c. Employees must have current auto insurance while on County business when using a personal vehicle.
- d. Employee must have an acceptable driving history as defined in this Policy.
- e. Employees must take time to familiarize themselves with the county vehicle.
- f. Employees must ensure that an insurance certificate and vehicle registration are always present in the county vehicle.
- g. Drivers and passengers operating or riding in a county vehicle must always wear seatbelts.
- h. Employees must drive within the legal speed limits while operating a county vehicle, including on the road and in weather conditions.
- i. Employees must manage their environment to minimize distractions that could negatively affect their ability to drive safely and must comply with the [State of Michigan Distracted Driving Law](#).
- j. No unauthorized passengers are allowed to ride in county vehicles.
- k. Employees must stop after a collision, assess for injuries, and secure the scene.
- l. Drivers are required always to maintain a safe following distance. Drivers should keep a two-second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the distance should be increased to at least four seconds.
- m. Drivers must yield the right of way at all traffic control signals and signs requiring them. Drivers should also be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right of way.
- n. Drivers must be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Never speed through an intersection on a caution light. When the traffic light turns green, look both ways for oncoming traffic before proceeding
- o. Employees must notify their supervisor if their driver's license is canceled, expired, refused, revoked, suspended, or restricted or if they have experienced any other change in the status of their driver's license (such as the addition or deletion of endorsements).
- p. Employees must notify their supervisor if they are arrested or cited for violating any part of the Michigan Vehicle Code concerning driving while intoxicated or reckless driving.



- q. Employees shall not drive a County Vehicle after a change in acceptable driving history and/or changes in their driver's license status. The supervisor and Risk Manager shall provide proof of reinstatement before driving a County Vehicle.
- r. Employees shall not operate a County Vehicle when their ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
- s. Employees shall not operate a County Vehicle under the influence of intoxicants and other drugs (which could impair driving ability). Doing so is sufficient cause for discipline, including termination of employment.
- t. Employees shall not transport any hazardous substances without prior approval from their supervisor and only in full compliance with relevant regulations.
- u. Employees are responsible for the security of County Vehicles assigned to them. The County Vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is unattended.
- v. Employees shall report any County Vehicle defects upon returning the vehicle to the Motor Pool.
- w. Employees shall comply with all applicable federal, state, and local statutes when operating County Vehicles.

These responsibilities are not intended to be all-inclusive. Each department may have additional departmental rules and/or regulations for County Vehicle use.

- 3. **County Vehicle Use Restrictions or Revocation:** Failure to comply with the Acceptable Driving History requirements, as described in this Policy, will restrict or revoke County Vehicle use privileges.
- 4. **Accident Procedures:** All employees must promptly report all accidents to their immediate supervisor. Reports should be made using the County Motor Vehicle Accident Report form, which is available on the Risk Management website (attached as Appendix A). All County Vehicles will include the [Motor Vehicle Accident Reporting Procedures](#) (attached as appendix B) to guide employees involved in motor vehicle accidents.
- 5. **Employees Taking County Vehicles Home:** County employees must seek approval from their supervisor before taking a County Vehicle home. County employees will be deemed a permissive user by the County as follows:
 - a. County employees must have an Acceptable Driving Record as detailed in this Policy. Risk Management must provide authorization before a County Vehicle can be taken home.
 - b. County employees must follow all Authorized Driver Responsibilities as detailed in this Policy.
 - c. County employees must provide Risk Management with a copy of their driver's license before taking the vehicle home.



- d. Genesee County employees taking county vehicles home will not at any time use the county-owned vehicle for personal use. The County Employees taking home county-owned cars will adhere to the Genesee County Driving Policies and Procedures. (The county-owned vehicle can sit in their driveway until they use it for business purposes.)
- e. County employee must review, complete, sign, and date a written request as follows: (Request Form Appendix C)
 - i. The County employee will be the only person to operate the County Vehicle.
 - ii. The County employee will provide a start date and end date for usage of the County Vehicle.
 - iii. The County Employee is to confirm if any other county employees or non-county employees are passengers and describe the county vehicle usage (E.g., business meeting, location of business meeting, etc.).
- f. Personal use of unmarked law enforcement vehicles is prohibited unless the officer needs to report directly from home to a stakeout or surveillance site or is “on call” and if the use is officially authorized.
- g. Personal use of marked county vehicles is prohibited.
- h. Marked county vehicles should not be taken home. (K-9 units are exempt.)

6. IRS Guidelines for Personal Use of County Vehicles: Personal use, as defined by this policy, is a taxable noncash fringe benefit

- a. Mileage for permitted personal use of vehicles must be reported. The value of using the vehicle for personal reasons will be included in the employee's income and tax withholding.
- b. Personal mileage must be reported to the Payroll Department on December 1st of each year. (Reporting period: *December 1st of the previous year to November 30th of the current year.*)

Failure to comply with the IRS reporting guidelines may result in the forfeiture of county vehicle use privileges.

Employee Acknowledgment: I acknowledge that I have read and understand the Vehicle Operation & Driving for Work Policy and County-Owned Vehicle Accident Reporting Policy. I agree to comply with its provisions and understand the consequences of non-compliance.

County Employee Name (Print) _____

County Employee Signature _____



GENESEE COUNTY

MICHIGAN

Date of Signed _____

Appendix A

GENESEE COUNTY MOTOR VEHICLE ACCIDENT REPORT

GC CLAIM # _____

RM USE ONLY

SEND ORIGINAL TO RISK MANAGEMENT OFFICE AND COPY TO MOTOR POOL OFFICES WITHIN 24 HOURS
OF ACCIDENT **PRINT ALL INFORMATION**

COUNTY VEHICLE:
CO. VEHICLE NUMBER _____ DATE OF ACCIDENT _____ TIME OF ACCIDENT _____ AM/PM
DRIVER OF CO. VEHICLE _____ DEPARTMENT _____ ASSIGNED UNIT _____
PASSENGERS _____ DRIVER'S WORK PHONE # _____
SPEED AT TIME OF ACCIDENT _____ MPH TYPE OF ROAD SURFACE _____ WEATHER CONDITION _____
PAVED/NON-PAVED RAIN, FOG, SNOW, WET, CLEAR ETC.
DRIVER LICENSE # _____ EXPIRATION DATE _____ ON COUNTY BUSINESS _____ YES OR NO
CO. VEHICLE YEAR: _____ MAKE: _____ MODEL _____ LIC. PLATE # _____
VIN # _____ YOUR ESTIMATE OF DAMAGE _____
DAMAGE DONE TO COUNTY VEHICLE _____

IF THE DRIVER SUFFERED INJURIES IN THIS ACCIDENT, NOTIFY THE SUPERVISOR AND ALSO COMPLETE WC FIRST REPORT OF INJURY AND MEDICAL RELEASE FORM. NOTIFY RISK MANAGEMENT AS SOON AS FEASIBLE: 810-257-2628

OTHER VEHICLE (S):
DRIVER OF OTHER VEHICLE: _____ DRIVER LICENSE # _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
HOME PHONE: _____ BUSINESS OR OTHER PHONE: _____
VEHICLE REGISTERED TO: _____ PHONE #: _____
OWNER ADDRESS _____ CITY: _____ STATE: _____ ZIP: _____
INSURANCE COMPANY: _____ POLICY NUMBER _____
AGENT: _____ PHONE NUMBER: _____
VEHICLE: MAKE: _____ MODEL: _____ YEAR: _____ LICENSE PLATE: _____
DAMAGE TO THIS VEHICLE: _____
DESCRIBE ANY EVIDENCE OF PREVIOUS DAMAGE: _____
IF MORE THAN ONE OTHER VEHICLE, PROVIDE SAME INFORMATION ON SUPPLEMENTAL SHEET

OTHER PROPERTY DAMAGE OTHER THAN VEHICLE:

DESCRIBE DAMAGE: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
OWNER'S NAME _____ PHONE _____

WITNESSES:

NAME: _____ ADDRESS: _____ CITY _____ PHONE _____
NAME: _____ ADDRESS: _____ CITY _____ PHONE _____
NAME: _____ ADDRESS: _____ CITY _____ PHONE _____

DID DRIVER NOTIFY SUPERVISOR _____ POLICE CALLED _____ TIME: _____ DATE: _____
WAS REPORT TAKEN: _____ REPORT NUMBER: _____ CITATION ISSUED _____ TO?: _____

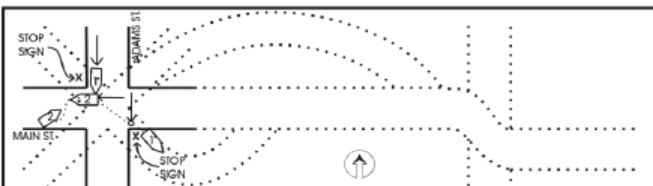


Appendix A

GENESEE COUNTY MOTOR VEHICLE ACCIDENT REPORT

Page 2

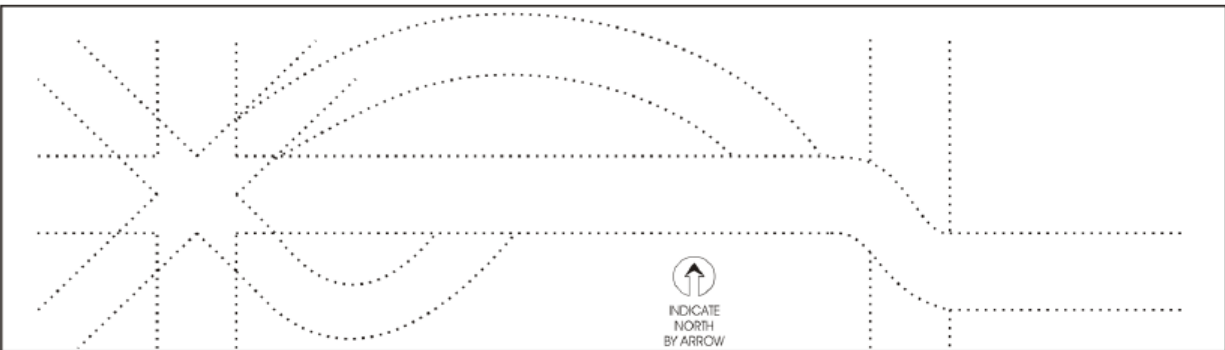
EXAMPLE of DIAGRAM for a TYPICAL INTERSECTION ACCIDENT



EXAMPLE ACCIDENT DESCRIPTION: NO. 1 WAS GOING SOUTH ON ADAMS ST. NO. 2 WAS GOING WEST ON MAIN ST. NO. 1 STRUCK THE FRONT REAR SIDE OF NO. 2 AND THEN WENT OVER THE CURB AT THE SOUTHEAST CORNER AFTER STRIKING A PEDESTRIAN. THE PEDESTRIAN WAS CROSSING MAIN ST. FROM THE NORTHEAST CORNER TO THE SOUTHEAST CORNER.

INSTRUCTIONS for LOCATING ACCIDENT and MAKING DIAGRAM

- WHAT TO SHOW ON DIAGRAM
(A) DIRECTIONS FROM WHICH VEHICLES WERE APPROACHING BEFORE COLLISION; SAME FOR PEDESTRIANS
(B) THE POINT OF COLLISION.
(C) WHERE VEHICLES CAME TO REST AFTER COLLISION.
- FOLLOW DOTTED LINES TO DRAW OUTLINE OF ROADWAY AT PLACE OF ACCIDENT.
- NUMBER EACH VEHICLE AND SHOW DIRECTION OF TRAVEL BY ARROW.
- USE SOLID LINE TO SHOW PATH BEFORE ACCIDENT.
DOTTED LINE AFTER ACCIDENT
- SHOW PEDESTRIAN BY
- SHOW RAILROAD BY



PROVIDE ADDRESS OR INTERSECTION/ROAD DETAIL FOR LOCATION OF INCIDENT/ACCIDENT: _____

GIVE FULL DETAILS OF HOW ACCIDENT OCCURRED. COUNTY VEHICLE SHOULD BE #1: _____

PRINT DRIVER NAME: _____ SIGN DRIVER NAME _____
PRINT SUPERVISOR NAME: _____ SUPV. SIGNATURE: _____
SUPV. PHONE #: _____ DATE OF REPORT: _____

SEND ORIGINAL TO RISK MANAGEMENT

SEND COPY TO MOTOR POOL

COMPLETE WITHIN 24 HOURS

Auto Report for Vehicles Rev. 9/2014

PHONE NUMBERS: MOTOR POOL 810-257-1026
RISK MGMT 810-257-2628



APPENDIX B

REPORTING PROCEDURES

MOTOR VEHICLE ACCIDENT (MVA)

AUTOMOBILE LIABILITY, COLLISION, OR OTHER AUTO PHYSICAL DAMAGE

Revised 9/20/2024

Prompt reporting of an accident allows the County to investigate incidents in a timely manner, provide for prompt repair of damaged property, and determine corrective action. The County has issued a Motor Vehicle Accident Report form to accomplish reporting. The form is posted on the County website. Click Departments/Fiscal Services/Risk Management/Motor Vehicle Accident Report Form. This MVA Reporting Procedures document is to be placed in all County vehicles to provide direction to County employees involved in a motor vehicle accident while operating a County owned or leased vehicle. The following is the procedure for reporting motor vehicle accidents:

IMMEDIATE ACTIONS OF EMPLOYEE AFTER MOTOR VEHICLE ACCIDENT

- **Ensure Safety:** Priority should be given to all individuals involved. If there are injuries, contact emergency services (police, ambulance) immediately and follow their instructions. Provide accurate details of the accident and the location.
- **Secure the Scene:** Take steps to prevent further accidents. If necessary, use hazard lights, cones, or other warning devices.
- **Exchange Information:** Collect contact information, driver's license details, insurance information, and vehicle details from all parties involved.
- **Notify Supervisor/Manager (Supervisor or Manager will Notify Risk Manager):** Report all accidents to your immediate supervisor/manager as soon as it is safe. Provide a brief overview of the incident, including the date, time, location, and injuries sustained.
- **Medical Treatment:** Seek medical attention if needed. Report any injuries sustained during the accident to your supervisor/manager who will notify County Risk Management. A Workers' Compensation Injury Report must be completed and sent to Risk Management if injuries are sustained during the motor vehicle accident.
- **Complete County Motor Vehicle Accident Report:** Include all relevant details, such as weather conditions, road conditions, and a description of the incident.
 1. Notify Motor Pool of any vehicle accident or damage, regardless of how minor, for Motor Pool to assess and determine the vehicle's drivability.



2. Color photograph(s) of the damage to the county-owned vehicle must accompany the report. The photo(s) should be labeled with the vehicle's unit number and the incident's date. If possible, take photographs of the accident scene and any damages.
 - a. If your department does not have access to a camera and Motor Pool determines that the vehicle is drivable, it should be driven to Motor Pool, where Motor Pool or Risk Management staff will photograph it.
 - b. If the vehicle is not drivable, the motor pool must be called to tow it. Notice to the Motor Pool and Risk Management must be provided so that photo(s) can be obtained.
 - c. Whenever possible, photo(s) of the damage to the other vehicle or property should be taken, labeled, and forwarded to Risk Management and Motor Pool.
 - d. If the vehicle is equipped with a dash camera, you must provide Risk Management with the camera footage of the incident/accident.
 3. Reports should be submitted to Risk Management and Motor Pool **within two (2) business days of the accident.** The department obtains three estimates for non-motor Pool or specialized vehicles. Copies of all estimates should be forwarded to Risk Management. If no repair work appears necessary, indicate this at the top of the MVA report form. However, the vehicle must still be taken to the Motor Pool for drivability assessment. Send final invoices for repairs to Risk Management.
- **Investigation Cooperation of County Employees:** Fully cooperate with investigations conducted by Genesee County or relevant authorities. Do not admit fault or liability at the accident scene until proper authorities have determined it.
 - **Follow-Up Procedures:** Keep the supervisor and Risk Manager informed of any developments, including medical treatments and repairs to the County vehicle. Provide any additional information or documentation requested by the County's insurance provider.
 - **Consequences of Non-Compliance:** Failure to report a County-owned vehicle accident promptly and accurately may result in disciplinary action, including but not limited to verbal or written warnings, suspension, or termination, depending on the severity and circumstances of the incident.



APPENDIX C

County Vehicle Take Home Request Form

Today's date:

Name of Employee:

Dates of Use:

Passengers:

Description of
vehicle use:

Items to be included with request:

- Valid Driver's License
- Copy of Personal Auto Insurance Policy Declarations

APPROVAL PROCESS: This form must be submitted to Risk Management with supporting documentation at least 5 business days prior to the requested vehicle use date.

Approved by:

Date:



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1687

Agenda Date: 5/21/2025

Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Rochelle Brown, Prosecutor's Office Operations Director

RE: Approval of a request by the Genesee County Prosecutor's office to enter into a 10-year or 20-year contract with Leonard Brothers for storage and retrieval of Prosecutor case files

BOARD ACTION REQUESTED:

The Prosecutor's Office requests approval to enter into a 10-year or 20-year contract with Leonard Brothers for storage and retrieval of Prosecutor case files.

BACKGROUND:

Shue & Voeks was an offsite storage facility utilized by many departments of the county for several years. The Prosecutor's office was one of the departments that utilized this facility for our old, inactive, offsite file storage for many years. In August 2021, we went on a site visit to the S&V facility to see how our files were stored and kept organized. After the visit, we realized that the conditions in which the files were kept were not ideal. Additionally, the facility lacked appropriate organization to safely maintain our files to ensure proper retrieval and refiling. We also discovered that there was no contract existing governing the fees or other aspects of their service. After this visit our office began looking for other facilities to possibly move and house our case files or move to digitally stored files. Late in 2021 we began meeting with different vendors for scanning and digitizing our case files with the upcoming implementation of a new paperless system. We were able to use ARPA funds to purchase an electronic case management system, called Prosecutor by Karpel (Karpel or PbK). We simultaneously decided to seek a vendor to digitize our physical files, active and inactive, to input into the new system. We are mandated by the state retention schedule to maintain our capital cases for 50 years once completed. It was our intention to digitize these files. After the RFP process and our selection of Leonard Brothers (LB) to be the vendor for scanning and digitizing files they consulted to help us determine whether digitizing inactive files or storing physical files would be more cost effective. They investigated the files at S&V and confirmed our earlier determination that our files were not kept in accordance with current records storage industry best practice. After several meetings with us and becoming familiar with our workflow and procedures, Leonard Bros recommended that it would be more cost effective to store our physical files and use the scan on demand process to access only those needed files instead of scanning all files with was previously estimated by them to at a cost of \$1.5 Million. and physical storage of inactive case files until the retention period is up. LB completed the digitization of part one of the RFP relative to our active files and began work on relocating and organizing our archived files, phase II of the RFP, to be stored at their facility. We are paying their month-to-month rate for the files that were moved from S&V.

DISCUSSION:

Previously we had been paying on average a monthly fee to S&V of \$700-\$900 for storage, retrieval and refiling. Once all files were moved and organized LB provided the attached contracts with reduced pricing. We are currently implementing a file retention policy based on state retention period requirements. This function was neglected for decades. By the end of the fiscal year we will have destroyed a significant portion of the files eligible to be destroyed on the retention plan and are preparing a schedule to destroy another large portion early in the next fiscal year. It is estimated that after these two rounds of destruction our monthly **storage** costs under contract will be around \$300. The unknown portion of the monthly cost is how many retrievals we will need and if they will be physical retrievals or scan on demand. In analyzing our data from S&V retrievals LB advised that we will average about \$600-\$700 per month.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

We believe this will move us to a reduction in our service contracts line item relative to file storage.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

We already have the technology systems in place to manage this, so no anticipated additional cost

CONFORMITY TO COUNTY PRIORITIES:

Promotes safe communities by working with law enforcement agencies in the processing of criminal cases.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of the Prosecuting Attorney to authorize entering into either a 10-year or 20-year contract between Genesee County and Leonard Brothers Data Management, Inc., to provide storage, retrieval, and scanning of Prosecutor case files, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the May 21, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER USI Insurance Services LLC 312 Elm Street, Suite 2400 Cincinnati, OH 45202 855 874-1390 | | CONTACT NAME: Brandie Stimson PHONE (A/C, No, Ext): 947-234-6471 E-MAIL ADDRESS: brandie.stimson@usi.com FAX (A/C, No): 610-537-2371 | | | | | | | | | | | | | | | |
|---|--------|--|--|-------------------------------|--------|---|-------|--|-------|--|-------|-------------|--|-------------|--|-------------|--|
| INSURED Leonard Bros Data Management, Inc. 620 Woodward Heights Ferndale, MI 48220-0867 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Monroe Guaranty Insurance Company</td> <td>32506</td> </tr> <tr> <td>INSURER B : National Trust Insurance Company</td> <td>20141</td> </tr> <tr> <td>INSURER C : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Monroe Guaranty Insurance Company | 32506 | INSURER B : National Trust Insurance Company | 20141 | INSURER C : Liberty Mutual Insurance Company | 23043 | INSURER D : | | INSURER E : | | INSURER F : | |
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| INSURER E : | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CPP100038976 | 02/05/2025 | 01/06/2026 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | CA100010355 | 02/05/2025 | 01/06/2026 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0 | | | UMB100022937 | 02/05/2025 | 01/06/2026 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC539S340488015 | 01/06/2025 | 01/06/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Genesee County, its officials, employees and agents, all boards, commissions and/or authorities, and board Members, including employees and volunteers thereof are listed as an Additional insured with respects to the General Liability, Waiver of Subrogation applies to the general liability 30 days notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County
 Attn: Risk Management
 1101 Beach Street
 Flint, MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL OUTPUT POLICY
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MOTOR CARRIER COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

A. Number of Days' Notice: 30

B. Person(s) or Organization Name and Address:

GENESEE COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS, ALL BOARDS, COMMISSIONS AND/OR
AUTHORITIES, AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF
1101 Beach St

Flint, MI 48502-1428

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to the endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation to the first Named Insured, as provided in **Paragraph 2.** of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in item **A.** in the Schedule above.

When a person or organization is listed in item **B.** in the Schedule above, the number of days notice in item **A.** also applies to the person(s) or organization listed in the schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
| <p>GENESEE COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES, AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF</p> |
| Location And Description Of Completed Operations |
| <p>.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

May 12, 2025

Leonard Brothers Data Management Inc.

STANDARD TERMS AND CONDITIONS SERVICE AGREEMENT

(Approved and Promulgated by the Board of Directors of PRISM International, December 2001)

Leonard Brothers Data Management Inc. (Company) hereby agrees to accept for storage and to service under its management system such materials (Stored Material) as [Genesee County 1101 Beach Street, Flint, MI 48502](#) (Client) requests, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to Company's current rate schedule, or any revisions thereto. The attached schedule of rates (Schedule A) is incorporated herein and made a part hereof.

Unless modified by specific provisions set forth in Schedule A, the following terms and conditions shall apply to this Agreement.

1. STORED MATERIAL - From and after the effective date for a period of ten (10) years, the Company shall store and service the Stored Material identified on the attached Schedule. Client and company may modify or add to the record materials included in the Schedule of Stored Materials. Such additional Stored Material shall, unless otherwise agreed in writing, be deemed to be held under the same terms and conditions as the Stored Material.

2. ACCEPTANCE - In the absence of an executed contract, the act of tendering said material for storage and/or other services by Company constitute acceptance by Client to the terms, conditions and rates of this contract.

3. RATES - Client agrees to pay company for its services according to Company's then current schedule of Rates and any revisions thereto. Monthly storage/retention charges shall be due in advance. Storage rates are established in the Schedule A for the term of the contract. Service rates may be changed upon thirty (30) days notice to the Client, limited to the Consumer Price Index (CPI), typically 2-3% annually. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional Service Charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges. If the Client fails to pay the charges when due, Client shall be liable for late charges at the rate of 15% per annum (or such lesser rate as may be legally permissible under the laws of the jurisdiction governing this Agreement), and Client shall also be liable for all expenses incurred in collecting charges which are in arrears, including reasonable attorneys' fees.

4. ACCESS TO STORED MATERIALS

- a. Stored Material and information contained in said Stored Material shall be delivered only to Client's Authorized Representative. Client represents that the Authorized Representative has full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person.
- b. When any Stored Material is ordered out, a reasonable time shall be given to the Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, or other reason beyond the Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.
- c. The Company reserves the right to deny access to or delivery of Stored Material until such time as Client has cured any default under this Agreement.
- d. Authorized representatives of Client shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of the Company which pertain to the performance of the provisions of the Agreement.
- e. The Company shall not be liable for damage to client materials in transit, or to items which may receive sudden and accidental damage, pursuant to conditions specified in Section 5, below.

5. LIMITATIONS OF LIABILITY

- 5.1 **Leonard Bros. Data Management Inc.** shall not be liable for any loss or damage to Stored Material, however caused, unless such loss or damage resulted from the failure by the company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. The Company is not responsible for the repair, replacement or restoration of lost or damaged property, subject to the conditions and limitations imposed by this agreement. Company's liability, if any, for loss, damage, or destruction to part or all of the Stored Material stored hereunder shall be limited to \$2.00 per carton, linear foot, container, tape or disk pack, which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in section 6. In such case, **Leonard Bros. Data Management Inc.**'s liability shall be limited to the amount of the excess valuation per carton, container, tape or disk pack. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the stored material.
- 5.2 Company shall not be liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
- 5.3 Stored Materials are not insured by Company against loss or injury, however caused.
- 5.4 ***The Company accepts no liability for the deterioration of media in storage.***
- 5.5 Claims by the Client for loss, damage, or destruction must be presented in writing to the Company within a reasonable time and in no event longer than sixty (60) days after Client is notified by the Company or otherwise receives notice that loss, damage or destruction to part or all of the Stored Material has occurred, whichever time is shorter.
- 5.6 No action or suit may be maintained by the Client or others against the Company for loss, damage or destruction of the Stored Material, unless timely written claim has been given as provided in Section 5.5 of this Agreement, and unless such action or suit is commenced either within nine (9) months after date of delivery or return by the Company, or within nine (9) months after the Client is notified or otherwise receives notice that loss, damage or destruction to part or all of said Stored Material has occurred, whichever is shorter.

6. DECLARATION OF EXCESS VALUATION - Client declares that the valuation of deposits made hereunder is \$_____ per carton, container, tape, or disk pack and agrees to pay an additional monthly rate of \$_____ per \$1000.00 of declared Excess Valuation, of which payment shall be made simultaneously with the normal monthly rate specified herein. The Company may, at its discretion, elect to repair, replace or restore lost or damaged property up to the valuation declared by the Client, whether the property is lost in whole or in part.

(Client Signature)

(Date)

7. TERM - Unless sooner terminated as provided herein, the term of this Agreement is ten (10) calendar years from the effective date on the signature page. This Agreement will automatically renew on the anniversary of the effective date each ten (10) year term and shall continue until the Authorized Representative gives Company reasonable (at least 30 days) advance written notice of a termination date and an address for delivery of the Stored Material.

8. DEFAULT

- 8.1 The occurrence of any one or more of the following events shall constitute a default ("Events of Default"):

- a. Failure to pay any sum due hereunder within fifteen (15) days of when due; or
- b. Breach of any provisions of this Agreement; or
- c. Client becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.

8.2 Upon the occurrence of any of the Events of Default, Company, at its sole option, may exercise any or all of the following remedies without terminating the Agreement:

- a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the client.
- b. Demand in writing that Client pick up the Stored Material; or
- c. Deliver the Stored Material to the Delivery Address, if none specified, to the Client Address.
- d. Upon thirty (30) days advance written notice to Client, Company may dispose of Stored Material. (In this regard, the Client recognizes that, since the Stored Material has little or no market value, that sale of the material would be impossible, and disposal of client materials is the only way for the Company to mitigate its damage.)
- e. If this Agreement shall not have been terminated, Client shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material as provided in (b) above.
- f. Terminate this Agreement, whereupon Company, shall recover all damages suffered by reason of such termination, including reasonable attorneys' fees.
- g. In the event Motor City Hotel, LLC no longer operates the hotel and / or Schulte Hospitality Group, Inc. no longer manages the hotel, this Agreement can be terminated, at any time, with 30-days', written notice, without penalty.

8.3 In the event Company takes any action pursuant to this Section, it shall have no liability to Client or anyone claiming through Client. The exercise by Company of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Company of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Company, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Company shall be entitled to include all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.

9. DESTRUCTION OF RECORDS - Upon written instruction from the Client or Authorized Representative, the Company may dispose of Stored Material. The Client releases the Company from all liability by reason of the destruction of such Stored Material pursuant to such authority.

10. TITLE WARRANTY - The Client warrants that it is the owner or legal custodian of the Stored Material and has full authority to store said record material in accordance with the terms of this Agreement.

11. INDEMNIFICATION - Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

12. RULES

- a. The Client agrees to comply with the Standard Storage Operating Procedures of the Company.
- b. The Client shall not, at any time, store with the Company, any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. The Company reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value.
- c. Unless the Company is contracted by the client to inventory the contents of all materials stored, the Company shall not be liable for loss of goods due to inventory shortage or unexplained or

mysterious disappearance of goods; and the Company shall not be liable for such loss unless the Client establishes such loss occurred because of the Company's failure to exercise the care required under section 5, above.

13. CONFIDENTIALITY - The Company shall exercise the same degree of care in safeguarding deposits entrusted to it by Client which a reasonable and careful company would exercise with respect to similar records of its own provided; however, that liability of the Company to Client shall be limited as set forth in Section 5 above. The Company may comply with any subpoena or similar order related to the stored records, provided that the Company notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. Client shall pay Company's reasonable charges, including attorneys' fees, for such compliance.

14. DISPUTE RESOLUTION - Should the parties be unable to resolve any differences resulting from the interpretation or administration or alleged breach by either party of this Agreement, or relating in any way to Stored material, the same shall be finally resolved by binding arbitration in Ferndale, Michigan, conducted by the American Arbitration Association before a panel of [one/three] arbitrators pursuant to the Commercial Arbitration Rules then in effect. Each party shall bear ½ of the expense of the arbitrator. Each party shall bear its own expenses and attorneys' fees related to the arbitration. Any award or decision by the arbitrator(s) shall be final and binding between the parties and enforceable by any court of competent jurisdiction.

15. MISCELLANEOUS - This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire Agreement between the parties, and supersedes any and all prior agreements, arrangements, understandings, and representations, whether oral or written, between the parties. This Agreement may not be assigned by Client without the consent of Company. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against which it is sought to be enforced. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be constructed in accordance with the laws of Michigan without giving affect to its conflict of laws or principles. In addition, the Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the records are stored. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such schedules. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.

Accepted by:

CLIENT

By: **Genesee County Prosecutors Office**
900 S. Saginaw Street, Suite 100
Flint, MI 48502

**LEONARD BROTHERS DATA
MANAGEMENT INC.**

Signature _____

By: _____

Date: _____

Signature _____

Date: _____

Effective Date: November 1, 2024

EXHIBIT A
Description of Services



Your Partner In Data Management

SCANNING & STORAGE SCHEDULE "A"

| RECORD STORAGE | RATE |
|----------------|------|
|----------------|------|

| | |
|--|------------------------|
| Contract Term November 1, 2024 – October 30, 2029 | |
| Per Cubic Foot (minimum monthly storage quantity = 133 cubic feet = \$40.00) | \$ 0.21 per cubic foot |
| Contract Term November 1, 2029 – October 30, 2034 | |
| Per Cubic Foot (minimum monthly storage quantity = 133 cubic feet = \$40.00) | \$ 0.25 per cubic foot |

| RECORD SERVICES | RATE |
|-----------------|------|
|-----------------|------|

| | |
|---|---------------------------------|
| 1. Indexing & Computer Input | \$ 1.75 per box |
| 2. Computer Deletion | \$ 1.75 per box |
| 3. Retrievals: | |
| Standard Business Hours (7:00AM – 4:00PM) | \$ 2.50 each |
| Same Day (7:00AM – 4:00PM) | \$20.00 for 1 st and |
| | \$ 2.50 each additional |
| Emergency - Non-Business Hours | \$33.00 for 1 st and |
| | \$ 2.50 each additional |
| 4. Refiles & Interfiling | \$ 2.50 each |
| 5. Labor: | |
| General Warehouse/Clerical | \$35.00 per hour |
| 6. Miscellaneous Services: | |
| 7. Palletizing & Verification | \$.75 per cubic foot |
| Copies | \$ 0.55 each |
| Phone Reply | \$ 3.00 each |
| Facsimile | \$ 1.50 each |
| Scan-On-Demand – Request, includes retrieval & refile | \$10.00 each |
| | \$.11 page |
| Computer Inventory Reports (1 free per year) | \$20.00 each |
| Customer Work Room | No Charge |
| Cartons Pop-Up Style Letter/Legal | \$ 3.35 each |
| Cartons – One Piece | \$2.75 each |
| Cartons X-Ray Jackets | \$ 3.00 each |

| DELIVERY SERVICES | COST |
|-------------------|------|
|-------------------|------|

| | | |
|---|---------------|---------------------------|
| Ground Transportation: <i>Local</i> | | |
| Standard | Up to 2 Boxes | \$50.00 per delivery |
| | 3 □ 20 Boxes | \$50.00 + \$1.50 per box |
| Same Day | 1 Box | \$100.00 per delivery |
| | 2 – 15 Boxes | \$100.00 + \$2.50 per box |
| Emergency – Non-Business Hours (2 hour minimum) | | \$100.00 per hour |

Large Pick-Ups & Deliveries:

1 Man/1 Van

\$75.00 per hour

2 Men/1 Van

\$95.00 per hour

| DESTRUCTION SERVICES | COST |
|----------------------|------|
|----------------------|------|

Shedding

\$ 0.15 per pound

| DOCUMENT & MEDIA SCANNING | RATE |
|---------------------------|------|
|---------------------------|------|

8. New Project - Initial Setup – Data Warehouse/Indexing
9. Document Prep – Removing Staples/Paperclips/Binder/
Fasteners/Document Repair
10. Document Scanning – Standard Document - Active
Includes File Level Indexing
11. Document Scanning – Standard Document - Inactive
Includes File Level Indexing
12. VHS/Audio Cassette/DVD Conversion

\$500.00

\$ 35.00 per hour

\$.126 per page

\$.078 per page

\$35.00 per hour

November 1, 2024

Leonard Brothers Data Management Inc.

STANDARD TERMS AND CONDITIONS SERVICE AGREEMENT

(Approved and Promulgated by the Board of Directors of PRISM International, December 2001)

Leonard Brothers Data Management Inc. (Company) hereby agrees to accept for storage and to service under its management system such materials (Stored Material) as [Genesee County 1101 Beach Street, Flint, MI 48502](#) (Client) requests, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to Company's current rate schedule, or any revisions thereto. The attached schedule of rates (Schedule A) is incorporated herein and made a part hereof.

Unless modified by specific provisions set forth in Schedule A, the following terms and conditions shall apply to this Agreement.

1. STORED MATERIAL - From and after the effective date for a period of twenty (20) years, the Company shall store and service the Stored Material identified on the attached Schedule. Client and company may modify or add to the record materials included in the Schedule of Stored Materials. Such additional Stored Material shall, unless otherwise agreed in writing, be deemed to be held under the same terms and conditions as the Stored Material.

2. ACCEPTANCE - In the absence of an executed contract, the act of tendering said material for storage and/or other services by Company constitute acceptance by Client to the terms, conditions and rates of this contract.

3. RATES - Client agrees to pay company for its services according to Company's then current schedule of Rates and any revisions thereto. Monthly storage/retention charges shall be due in advance. Storage rates are established in the Schedule A for the term of the contract. Service rates may be changed upon thirty (30) days notice to the Client, limited to the Consumer Price Index (CPI), typically 2-3% annually. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional Service Charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges. If the Client fails to pay the charges when due, Client shall be liable for late charges at the rate of 15% per annum (or such lesser rate as may be legally permissible under the laws of the jurisdiction governing this Agreement), and Client shall also be liable for all expenses incurred in collecting charges which are in arrears, including reasonable attorneys' fees.

4. ACCESS TO STORED MATERIALS

- a. Stored Material and information contained in said Stored Material shall be delivered only to Client's Authorized Representative. Client represents that the Authorized Representative has full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person.
- b. When any Stored Material is ordered out, a reasonable time shall be given to the Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, or other reason beyond the Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.
- c. The Company reserves the right to deny access to or delivery of Stored Material until such time as Client has cured any default under this Agreement.
- d. Authorized representatives of Client shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of the Company which pertain to the performance of the provisions of the Agreement.
- e. The Company shall not be liable for damage to client materials in transit, or to items which may receive sudden and accidental damage, pursuant to conditions specified in Section 5, below.

5. LIMITATIONS OF LIABILITY

- 5.1 **Leonard Bros. Data Management Inc.** shall not be liable for any loss or damage to Stored Material, however caused, unless such loss or damage resulted from the failure by the company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. The Company is not responsible for the repair, replacement or restoration of lost or damaged property, subject to the conditions and limitations imposed by this agreement. Company's liability, if any, for loss, damage, or destruction to part or all of the Stored Material stored hereunder shall be limited to \$2.00 per carton, linear foot, container, tape or disk pack, which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in section 6. In such case, **Leonard Bros. Data Management Inc.**'s liability shall be limited to the amount of the excess valuation per carton, container, tape or disk pack. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the stored material.
- 5.2 Company shall not be liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
- 5.3 Stored Materials are not insured by Company against loss or injury, however caused.
- 5.4 ***The Company accepts no liability for the deterioration of media in storage.***
- 5.5 Claims by the Client for loss, damage, or destruction must be presented in writing to the Company within a reasonable time and in no event longer than sixty (60) days after Client is notified by the Company or otherwise receives notice that loss, damage or destruction to part or all of the Stored Material has occurred, whichever time is shorter.
- 5.6 No action or suit may be maintained by the Client or others against the Company for loss, damage or destruction of the Stored Material, unless timely written claim has been given as provided in Section 5.5 of this Agreement, and unless such action or suit is commenced either within nine (9) months after date of delivery or return by the Company, or within nine (9) months after the Client is notified or otherwise receives notice that loss, damage or destruction to part or all of said Stored Material has occurred, whichever is shorter.

6. DECLARATION OF EXCESS VALUATION - Client declares that the valuation of deposits made hereunder is \$_____ per carton, container, tape, or disk pack and agrees to pay an additional monthly rate of \$_____ per \$1000.00 of declared Excess Valuation, of which payment shall be made simultaneously with the normal monthly rate specified herein. The Company may, at its discretion, elect to repair, replace or restore lost or damaged property up to the valuation declared by the Client, whether the property is lost in whole or in part.

(Client Signature)

(Date)

7. TERM - Unless sooner terminated as provided herein, the term of this Agreement is twenty (20) calendar years from the effective date on the signature page. This Agreement will automatically renew on the anniversary of the effective date each twenty (20) year term and shall continue until the Authorized Representative gives Company reasonable (at least 30 days) advance written notice of a termination date and an address for delivery of the Stored Material.

8. DEFAULT

- 8.1 The occurrence of any one or more of the following events shall constitute a default ("Events of Default"):

- a. Failure to pay any sum due hereunder within fifteen (15) days of when due; or
 - b. Breach of any provisions of this Agreement; or
 - c. Client becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.
- 8.2** Upon the occurrence of any of the Events of Default, Company, at its sole option, may exercise any or all of the following remedies without terminating the Agreement:
- a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the client.
 - b. Demand in writing that Client pick up the Stored Material; or
 - c. Deliver the Stored Material to the Delivery Address, if none specified, to the Client Address.
 - d. Upon thirty (30) days advance written notice to Client, Company may dispose of Stored Material. (In this regard, the Client recognizes that, since the Stored Material has little or no market value, that sale of the material would be impossible, and disposal of client materials is the only way for the Company to mitigate its damage.)
 - e. If this Agreement shall not have been terminated, Client shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material as provided in (b) above.
 - f. Terminate this Agreement, whereupon Company, shall recover all damages suffered by reason of such termination, including reasonable attorneys' fees.
 - g. In the event Motor City Hotel, LLC no longer operates the hotel and / or Schulte Hospitality Group, Inc. no longer manages the hotel, this Agreement can be terminated, at any time, with 30-days', written notice, without penalty.
- 8.3** In the event Company takes any action pursuant to this Section, it shall have no liability to Client or anyone claiming through Client. The exercise by Company of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Company of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Company, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Company shall be entitled to include all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.

9. DESTRUCTION OF RECORDS - Upon written instruction from the Client or Authorized Representative, the Company may dispose of Stored Material. The Client releases the Company from all liability by reason of the destruction of such Stored Material pursuant to such authority.

10. TITLE WARRANTY - The Client warrants that it is the owner or legal custodian of the Stored Material and has full authority to store said record material in accordance with the terms of this Agreement.

11. INDEMNIFICATION - Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

12. RULES

- a. The Client agrees to comply with the Standard Storage Operating Procedures of the Company.
- b. The Client shall not, at any time, store with the Company, any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. The Company reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value.
- c. Unless the Company is contracted by the client to inventory the contents of all materials stored, the Company shall not be liable for loss of goods due to inventory shortage or unexplained or

mysterious disappearance of goods; and the Company shall not be liable for such loss unless the Client establishes such loss occurred because of the Company's failure to exercise the care required under section 5, above.

13. CONFIDENTIALITY - The Company shall exercise the same degree of care in safeguarding deposits entrusted to it by Client which a reasonable and careful company would exercise with respect to similar records of its own provided; however, that liability of the Company to Client shall be limited as set forth in Section 5 above. The Company may comply with any subpoena or similar order related to the stored records, provided that the Company notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. Client shall pay Company's reasonable charges, including attorneys' fees, for such compliance.

14. DISPUTE RESOLUTION - Should the parties be unable to resolve any differences resulting from the interpretation or administration or alleged breach by either party of this Agreement, or relating in any way to Stored material, the same shall be finally resolved by binding arbitration in Ferndale, Michigan, conducted by the American Arbitration Association before a panel of [one/three] arbitrators pursuant to the Commercial Arbitration Rules then in effect. Each party shall bear ½ of the expense of the arbitrator. Each party shall bear its own expenses and attorneys' fees related to the arbitration. Any award or decision by the arbitrator(s) shall be final and binding between the parties and enforceable by any court of competent jurisdiction.

15. MISCELLANEOUS - This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire Agreement between the parties, and supersedes any and all prior agreements, arrangements, understandings, and representations, whether oral or written, between the parties. This Agreement may not be assigned by Client without the consent of Company. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against which it is sought to be enforced. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be constructed in accordance with the laws of Michigan without giving affect to its conflict of laws or principles. In addition, the Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the records are stored. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such schedules. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.

Accepted by:

CLIENT

By: **Genesee County Prosecutors Office**
900 S. Saginaw Street, Suite 100
Flint, MI 48502

**LEONARD BROTHERS DATA
MANAGEMENT INC.**

Signature _____

By: _____

Date: _____

Signature _____

Date: _____

Effective Date: November 1, 2024

EXHIBIT A
Description of Services



Your Partner In Data Management

SCANNING & STORAGE SCHEDULE "A"

| RECORD STORAGE | RATE |
|--|------------------------|
| Contract Term November 1, 2024 – October 30, 2029 | |
| Per Cubic Foot (minimum monthly storage quantity = 133 cubic feet = \$40.00) | \$ 0.21 per cubic foot |
| Contract Term November 1, 2029 – October 30, 2034 | |
| Per Cubic Foot (minimum monthly storage quantity = 133 cubic feet = \$40.00) | \$ 0.25 per cubic foot |
| Contract Term November 1, 2034 – October 30, 2039 | |
| Per Cubic Foot (minimum monthly storage quantity = 133 cubic feet = \$40.00) | \$ 0.29 per cubic foot |
| Contract Term November 1, 2039 – October 30, 2044 | |
| Per Cubic Foot (minimum monthly storage quantity = 133 cubic feet = \$40.00) | \$ 0.34 per cubic foot |

| RECORD SERVICES | RATE |
|---|---------------------------------|
| 1. Indexing & Computer Input | \$ 1.75 per box |
| 2. Computer Deletion | \$ 1.75 per box |
| 3. Retrievals: | |
| Standard Business Hours (7:00AM – 4:00PM) | \$ 2.50 each |
| Same Day (7:00AM – 4:00PM) | \$20.00 for 1 st and |
| | \$ 2.50 each additional |
| Emergency - Non-Business Hours | \$33.00 for 1 st and |
| | \$ 2.50 each additional |
| | \$ 2.50 each |
| 4. Refiles & Interfiling | |
| 5. Labor: | |
| General Warehouse/Clerical | \$35.00 per hour |
| 6. Miscellaneous Services: | |
| 7. Palletizing & Verification | \$.75 per cubic foot |
| Copies | \$ 0.55 each |
| Phone Reply | \$ 3.00 each |
| Facsimile | \$ 1.50 each |
| Scan-On-Demand – Request, includes retrieval & refile | \$10.00 each |
| | \$.11 page |
| Computer Inventory Reports (1 free per year) | \$20.00 each |
| Customer Work Room | No Charge |
| Cartons Pop-Up Style Letter/Legal | \$ 3.35 each |
| Cartons – One Piece | \$2.75 each |
| Cartons X-Ray Jackets | \$ 3.00 each |

| DELIVERY SERVICES | COST |
|--------------------------|-------------|
|--------------------------|-------------|

Ground Transportation: *Local*

| | | |
|---|---------------|---------------------------|
| Standard | Up to 2 Boxes | \$50.00 per delivery |
| | 3 – 20 Boxes | \$50.00 + \$1.50 per box |
| Same Day | 1 Box | \$100.00 per delivery |
| | 2 – 15 Boxes | \$100.00 + \$2.50 per box |
| Emergency – Non-Business Hours (2 hour minimum) | | \$100.00 per hour |

Large Pick-Ups & Deliveries:

| | |
|-------------|------------------|
| 1 Man/1 Van | \$75.00 per hour |
| 2 Men/1 Van | \$95.00 per hour |

DESTRUCTION SERVICES

COST

| | |
|----------|-------------------|
| Shedding | \$ 0.15 per pound |
|----------|-------------------|

DOCUMENT & MEDIA SCANNING

RATE

| | |
|--|-------------------|
| 8. New Project - Initial Setup – Data Warehouse/Indexing | \$500.00 |
| 9. Document Prep – Removing Staples/Paperclips/Binder/ Fasteners/Document Repair | \$ 35.00 per hour |
| 10. Document Scanning – Standard Document - Active Includes File Level Indexing | \$.126 per page |
| 11. Document Scanning – Standard Document - Inactive Includes File Level Indexing | \$.078 per page |
| 12. VHS/Audio Cassette/DVD Conversion | \$35.00 per hour |



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1732

Agenda Date: 5/21/2025

Agenda #: 3.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of a request by Genesee County's Sheriff's Department to correct RES-2022-295 to match the RFP and current signed contract which expires on June 30, 2026

BOARD ACTION REQUESTED:

Correct the language of RESO-2022-295 to match the signed contract authorizing Aramark as the food and commissary service provider for the Genesee County Jail until June 30, 2026.

BACKGROUND:

Resolution No. RESO-2022-295 was adopted to authorize and approve the award of food services and commissary services contract at the Genesee County Jail to Aramark. Subsequent a review of RESO-2022-295 has identified discrepancies between the resolution's language stating the contract expired on March 4, 2025, and the terms outlined in the official Request for Proposals 22-273 and the fully executed contract with Aramark which expires on June 30, 2026. We believe it is necessary to correct and clarify RESO-2022-295 to ensure consistency and alignment with the scope, duration, financial terms, and deliverables as set forth in the RFP and the signed agreement;

DISCUSSION:

None

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None this is in this year's budget.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This contract helps make the community safer by providing food and commissary services at the Genesee County Jail.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize correcting RESO-2022-295, said correction being necessary to match the Request For Proposals and the signed contract between Genesee County and Aramark Correctional Services, LLC, whereby Aramark provides food and commissary services to inmates housed in the Genesee County Jail through June 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the May 21, 2025 meeting of the Governmental Operations Committee of this Board).

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

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

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

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

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

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

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

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

5. KITCHEN, EQUIPMENT, INVENTORY, AND SUPPLIES

5.1 General. The County agrees to provide Contractor with office space, facilities, equipment, and utilities. The County will provide necessary maintenance and

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

5.2 Delivery of Possession. The County will provide to Contractor, beginning at 12:00 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.

**Genesee County
MI**Adopted
May 4, 2022 9:00 AM**Resolution
RES-2022-295**

Approval of a contract between Genesee County and Aramark, in an annual amount of \$2,342,205.00, to provide inmate food and commissary services; the term of this agreement is May 4, 2022 through May 4, 2025; the cost of this agreement will be paid from account 1010-351.00-762.000 and 2863-351.00-762.000 (Office of Sheriff)

Information**Department:**

Sheriff

Sponsors:**Category:**

Contract Approval

Attachments

Printout

Vendor Pricing Summary

Corp Counsel to add Contract (This file has not yet been converted to a viewable format)

Evaluation Summary

food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (This file has not yet been converted to a viewable format)

aramark

Item Discussion

To: Chairperson Bryant Nolden

From: Sheriff Christopher R. Swanson

Document Comments

Earlier this fiscal year, Purchasing released an RFP for inmate food and commissary services. That RFP resulted in two proposals being submitted. An Evaluation Committee was created to review the proposals.

The Evaluation Committee included:

Major William Lanning
Captain Jason Gould
Captain Todd Lanning
Derrick Jones
Denise Moomey

Operations
Jail Administrator
Executive Officer to the Sheriff
Purchasing Administrator
Purchasing Manager

The Proposals were reviewed and evaluated (see attached bid information and evaluations). It is recommended that Aramark be awarded the contract based on the services included in the RFP proposal and results of the evaluation by the Evaluation Committee.

It should be noted, when factoring in the commissary commissions, Aramark was the lowest bidder.

REQUESTED ACTION:

Approval to enter into a contract with Aramark for inmate food and commissary services. This would allow Aramark to provide food and commissary services for a period covering May 4, 2022 through May 4, 2025 in an amount not to exceed \$2,342,205.00. To be paid from Account #1010-351.00-762.000 (Corrections) and Account #2863-351.00-762.000 (City Lockup).

Body

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into an Inmate Food and Commissary Services Agreement between Genesee County and Aramark, whereby Aramark will provide food and commissary services to County jail inmates with services to be performed as fully described in the Agreement, for a three (3) year term commencing May 4, 2022, through May 4, 2025, in the amount of \$2,342,205.00, to be paid from accounts #1010-351.00-762.000 and #2863-351.00-762.00, is approved (a copy of the April 27, 2022, memorandum request, Agreement, RFP documents, and other supporting documents being on file with the official records of the April 27, 2022, meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board along with the Sheriff are authorized to execute this or a substantially similar agreement on behalf of Genesee County.

BE IT FURTHER RESOLVED, by this Board that the Chief Financial Officer is directed to create any Purchase Orders as needed to comply with this Resolution and the Agreement.

Meeting History

| Apr 27, 2022 9:10 AM | | Governmental Operations Committee | Committee Meeting |
|----------------------|--|---|-------------------|
| RESULT: | REFERRED TO BOARD [UNANIMOUS] | | |
| MOVER: | James Avery, Commissioner | | |
| SECONDER: | Ellen Ellenburg, Commissioner | | |
| AYES: | Ellen Ellenburg, Bryant Nolden, Shaun Shumaker, Domonique Clemons, Meredith Davis, Gary Peppin, Charles Winfrey, James Avery | | |
| ABSENT: | Debra Newman | | |
| May 4, 2022 9:00 AM | | Board of Commissioners | Board Meeting |
| RESULT: | ADOPTED [UNANIMOUS] | | |

8/28/24, 12:26 PM

RES-2022-295 Approval of a contract between Genesee County and Aramark, in an annual amount of \$2,342,205.00, to provide i...

MOVER:

Bryant Nolden, Commissioner

SECONDER:

Charles Winfrey, Commissioner

AYES:

Domonique Clemons, Bryant Nolden, Charles Winfrey, Ellen Ellenburg, Shaun Shumaker, Meredith Davis, Gary Peppin

ABSENT:

James Avery, Debra Newman

Powered by **Granicus**



Office of Genesee County Sheriff

SHERIFF CHRISTOPHER R. SWANSON

**UNDERSHERIFF
MICHAEL TOCARCHICK**

1002 S. SAGINAW STREET, FLINT, MI 48502
(810) 257-3407

WWW.GCSOMICHIGAN.COM

To: Chairperson Bryant Nolden

From: Sheriff Christopher R. Swanson

Date: April 27, 2022

Re: Aramark - Contract Agreement

Earlier this fiscal year, Purchasing released an RFP for inmate food and commissary services. That RFP resulted in two proposals being submitted. An Evaluation Committee was created to review the proposals.

The Evaluation Committee included:

| | |
|-----------------------|----------------------------------|
| Major William Lanning | Operations |
| Captain Jason Gould | Jail Administrator |
| Captain Todd Lanning | Executive Officer to the Sheriff |
| Derrick Jones | Purchasing Administrator |
| Denise Moomey | Purchasing Manager |

The Proposals were reviewed and evaluated (see attached bid information and evaluations). It is recommended that Aramark be awarded the contract based on the services included in the RFP proposal and results of the evaluation by the Evaluation Committee.

It should be noted, when factoring in the commissary commissions, Aramark was the lowest bidder.

REQUESTED ACTION:

Approval to enter into a contract with Aramark for inmate food and commissary services. This would allow Aramark to provide food and commissary services for a period covering May 4, 2022 through May 4, 2025 in an amount not to exceed

\$2,342,205.00. To be paid from Account #1010-351.00-762.000 (Corrections) and Account #2863-351.00-762.000 (City Lockup).

7.E.2

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into an Inmate Food and Commissary Services Agreement between Genesee County and Aramark, whereby Aramark will provide food and commissary services to County jail inmates with services to be performed as fully described in the Agreement, for a three (3) year term commencing May 4, 2022, through May 4, 2025, in the amount of \$2,342,205.00, to be paid from accounts #1010-351.00-762.000 and #2863-351.00-762.00, is approved (a copy of the April 27, 2022, memorandum request, Agreement, RFP documents, and other supporting documents being on file with the official records of the April 27, 2022, meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board along with the Sheriff are authorized to execute this or a substantially similar agreement on behalf of Genesee County.

BE IT FURTHER RESOLVED, by this Board that the Chief Financial Officer is directed to create any Purchase Orders as needed to comply with this Resolution and the Agreement.

Calculations based on \$683,824 Aramark Gross Sales in 2021

Aramark

Commission represents 56% of sales

iCare represents 44% of sales

COMMISSARY

33 Can you please provide the total gross sales of commissary items sold for the calendar year 2021 (less tax, phone time & indigent items)? \$683,823.93

Per Lauren Kandrac of Aramark: 51% commission paid is everything other than i-Care. iCare sales have represented about 44% of all the total sales.

| Aramark | Commission | iCare |
|--------------------------------------|---------------|------------------------|
| Gross Sales (GS) | \$ 683,824 | \$ 683,824 |
| % of GS | 0.56 | 0.44 |
| Total of GS | \$ 382,941.44 | \$ 300,882.56 |
| Commission Rate | 0.51 | 0.35 |
| Total Commission | \$ 195,300.13 | \$ 105,308.90 |
| TOTAL COMMISSARY | | \$ 300,609.03 |
| Food cost over 3 years | | \$ 2,342,205.00 |
| GRAND TOTAL (food minus comm) | | \$ 2,041,595.97 |

Trinity With Food Service

| Trinity | Commission | iCare |
|--------------------------------------|---------------|------------------------|
| Gross Sales (GS) | \$ 683,824 | \$ 683,824 |
| % of GS | 0.56 | 0.44 |
| Total of GS | \$ 382,941.44 | \$ 300,882.56 |
| Commission Rate | 0.39 | 0.3 |
| Total Commission | \$ 149,347.16 | \$ 90,264.77 |
| TOTAL COMMISSARY | | \$ 239,611.93 |
| Food cost over 3 years | | \$ 2,331,179.66 |
| GRAND TOTAL (food minus comm) | | \$ 2,091,567.73 |

Corp Counsel to add Contract

Attachment: Corp Counsel to add Contract (5461 : Aramark - Contract Agreement)

RFP Evaluation Form - Summary Sheet
22-273
Food & Commissary Services

| Vendor | Aramark | Trinity | 0 | 0 | 0 |
|------------------------------|-------------|-------------|-----------|-----------|-----------|
| Local Preference Status | non-local | non-local | non-local | non-local | non-local |
| Evaluator #1 | 470 | 370 | 0 | 0 | 0 |
| Evaluator #2 | 460 | 360 | 0 | 0 | 0 |
| Evaluator #3 | 440 | 350 | 0 | 0 | 0 |
| Evaluator #4 | 270 | 310 | 0 | 0 | 0 |
| TOTAL SCORE | 1640 | 1390 | 0 | 0 | 0 |
| RANK | 1 | 2 | 3 | 3 | 3 |
| with LOCAL PREFERENCE | 1640 | 1390 | 0 | 0 | 0 |
| RANK after preference | 1 | 2 | 3 | 3 | 3 |

Attachment: Evaluation Summary (5461 : Aramark - Contract Agreement)



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
1101 Beach Street, Rm. 361 Flint, Michigan 48502
Phone: (810) 257-3030 Fax (810) 257-3560

Chrystal Simpson
Chief Financial Officer

November 5, 2021
(Updated February 1, 2021)

GENESEE COUNTY REQUEST FOR PROPOSAL (RFP) #22-273

Sealed proposals will be received until **2:00 p.m. (EST), Thursday, February 24, 2022** at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **Food and Commissary Services for the Genesee County Jail** as requested by Genesee County Sheriff Department.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

A pre-bid meeting will be held on Thursday, January 27, 2022 at 10:00 AM (EST) in the Genesee County Jail, 1002 Saginaw St, Flint, MI 48502. This pre-bid meeting will afford firms the opportunity to obtain information about this request as well as tour the facility and ask any questions directly related to this solicitation. **A mask is required to enter this facility and you may be subject to a temperature check.**

Each offeror is responsible for labeling the exterior of the sealed envelope containing the bid response with the bid number, bid name, bid due date and time, and your firm's name. The bid request number and due date for this RFP are:

| | |
|--|---|
| DUE DATE: | 2:00 PM (EST), Thursday, February 24, 2022 |
| DUE DATE FOR QUESTIONS | Tuesday January 25, 2022 before 5:00 PM (EST) |
| PRE-BID MEETING: | Thursday, January 27, 2022 @ 10:00 AM |
| POST MEETING SUBMISSION OF QUESTIONS: | Friday, January 28, 2022, before 5:00 PM (EST) |
| BID REQUEST NUMBER | #22-273 |

Denise Moomey

Denise Moomey, Purchasing Manager

bid2\2022\22-273
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

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Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

RFP #22-273 FOOD SERVICES AND COMMISSARY FOR DETAINEES

INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **2:00 p.m. (EST), Thursday, February 27, 2022**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the bid response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
3. **Submit one (1) original, one (1) paper copies and one (1) electronic copy of our proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the bid response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your bid.
4. All submissions will be time stamped by an individual within the Office of Fiscal Service Department. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each Proposer's responsibility to insure that their proposal is time stamped by the Fiscal Services Department by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
5. The County Building will be open for vendors to drop off their submissions. Upon entrance, please proceed to Rm. 361 to drop off your proposal. Effective June 28, 2021, the County offices do not require screening or mask use in vaccinated or unvaccinated employees or visitors, except in healthcare settings where masks are required regardless.
6. Michigan Inter-governmental Trade Network – an alternate review of RFP can be done at <https://www.bidnetdirect.com/mitn> under the bid's number and title.
 - Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with Michigan Inter-governmental Trade

Network (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available proposals and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603.

7. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of bid.
8. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
9. After the award is made to the successful proposer, the County and the successful proposer will negotiate final terms that substantially conforms. Any exceptions to the terms and conditions of this RFP must be clearly set forth in your bid and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your bid. If your company requires that the County execute one of your company's agreement, the agreement must be included in your submission. The agreement will be subject approval from the County Risk Management Department and Corporate Counsel.
10. The County of Genesee requires a signed Genesee County Insurance Checklist with each bid submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

11. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive bids, Preferred Businesses shall be afforded an additional five

(5) percent of the total evaluation points up to a maximum of five (5) points.

12. **Bid Format:** Proposals must be submitted in the format outlined on page eight. **INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.

STANDARD TERMS & CONDITIONS

1. Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%`16.pdf>

ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County ("the County") is soliciting proposals from Vendors to provide Food Service and Food Service Management at the Genesee County Jail.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Sheriff Office. The contact person is Denise Moomey, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3195, and dmoomey@geneseecountymi.gov. Email is the preferred method of contact.
3. **Bid Bond:** A bid bond is required upon submission of bid. Contractor must furnish a bid bond or cashier's check (payable to Treasurer, County of Genesee) equal to five percent (5%) of the total amount of the submitted bid price.
4. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than, **Tuesday, January 25, 2022 before 5:00 p.m. (EST)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP, and please entitle the subject line of your e-mail as follows: Question(s) for RFP #22-273. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
5. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for bid submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
6. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined on page 8, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one

of the paper proposals must be signed with an original signature of the official authorized to bind the proposer to its provisions.

7. **Validity Period:** Any bid submitted as a result of this Request for Bid shall be binding on the proposer for 120 calendar days following the due date.
8. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and **received no later than noon, Thursday, February 27, 2022** to the Genesee County Purchasing Department as listed above.
9. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the bid. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
10. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the bid of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
11. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of bids.
12. **Right to Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest dollar proposal. All proposals received become the property of the County and shall not be returned.
13. **Errors, Omissions, and Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting a bid or it shall be waived.
14. **Best and Final Offers:** Discussions may be undertaken with those proposers whose bid has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best

and final offers.

15. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
16. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel and employees perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose and liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
17. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented and information in its bid and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
18. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
19. **Local Preference for Genesee County and Veteran Owned Businesses:** Unless the funding source for the contract prohibits such preferences, within 5 business days of proposal opening, if the lowest responsive responsible proposer is not a Genesee County Business or a Veteran-Owned Business, a Genesee County Business or Veteran-Owned Business who has submitted a responsive proposal that is no more than 5% higher than the lowest responsive proposal may submit an amended proposal to the Purchasing Manager. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended proposal, only the Preferred Business submitting the lowest qualifying proposal may submit an amended proposal. A Preferred Business who is the lowest responsive responsible bidder may not amend their proposal pursuant to this section. Amended proposals submitted by Preferred Businesses in this manner shall be considered along with other responsive proposals submitted by responsible proposers.
20. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

QUALIFICATIONS OF PROPOSERS

In order to qualify for submitting a bid, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

1. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. Five years successful experience operating a food service and/or commissary service in a Michigan correctional institution serving a minimum of 1,860 meals per day.
3. A list of present and past contracts. List must indicate any lost contracts in the state of Michigan.
4. Have proven ability for a contract start-up within thirty (30) days of the fully executed contract.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the bid submission, Genesee County shall not consider its bid for award.

INSURANCE INFORMATION

Should your proposal be successful, the County will require insurances according to the specifications in this RFP and may be provided prior to any Award as a result of this RFP. See insurance checklist forms for requirements. Genesee County must be listed as an additional insured on any insurance certificate issued due to any award subsequent to this RFP.

Insurance requirements vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.

REVISED INFORMATION REQUIRED FROM PROPOSERS (BID FORMAT)

1. NON-RESPONSIVE BIDS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this section
- C. The proposal is not adequate to allow a judgment by the reviewers

2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:

- A. Completion of the REVISED "Cost Proposal Form" and/or information on cost to provide services – see page 15
- B. Completion of the "Signature Page" form – see page 18
- C. Completion of the "Insurance Checklist" form – see page 19
- D. Completion of "References" form – see page 20
- E. Narrative about the company
- F. Bid / Performance Bond – see page 5, item #3
- G. Four (4) week cycle menu with clearly defined descriptions of food items
 - Menus submitted in the proposal must include clearly defined descriptions of food items.
 - Ground meat to be served must be indicated on the menu – for example, if ground turkey is to be utilized in a casserole, it must be indicated on the menu.
 - Condiments to be served must be included on the menu.
 - Minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Jail Administrator.
 - Menus shall provide a minimum of one (1) fruit or fruit equivalent (1/2 cup) serving per day (which will count as one of the five minimum fruit and vegetable portions).
- I. Implementation Plan – Vendor shall provide a detailed implementation plan for installation and/or transition of food and commissary services. The implementation plan shall include specific tasks that will be required to complete the implementation process of the food and commissary services. The initial implementation of the commissary services must be completed within 60 days from the execution date of the Agreement. If vendor's proposed implementation plan should exceed this timeframe, vendor shall include explanation of the variance.
- J. Transition Plan – Plan stating vendor's requirement along with expectation of the County.
- K. Project Plan – Project Plan shall be divided into appropriate sections, and information submitted shall be concise and easily found. The following information shall be included in the Project Plan:
 - Provide a brief description of your firm including location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information shall be kept confidential by the County.
 - Ability of the firm to meet or exceed the requirements defined in the RFP.
 - Describe/summarize the firm's relevant experience. Include a maximum of 5 relevant projects with similar services, timelines and/or magnitudes, as applicable.

L. Key Personnel

- Describe number and nature of professional staff available for this project.
- Provide an organization chart with anticipated staff and key personnel (include food service manager) that shall be assigned to the project. Provide a resume of experience of the food service manager that would be assigned to the County. State the number of supervisory staff assigned per shift and explain their responsibilities. The County may request additional and/or updated information about the personnel prior to performing work.
- Provide current and projected workload.
- Describe/summarize key personnel's relevant experience and role in the project. Include relevant projects with similar services, timelines and/or magnitudes, as applicable (this may include experience with a different company).
- Summarize/list applicable qualifications, licenses, training and/or certifications of key personnel. The County may request proof of the listed training, certifications, and/or licenses prior to performing work.

M. Provide a summary narrative describing the Vendor's understanding and approach for completing the proposed work as described in this RFP.

EVALUATION & SELECTION PROCEDURE

It is the intent of the Genesee County to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer for the work referenced in Section 6.

| Evaluation Criteria | Possible Points |
|----------------------------------|-----------------|
| Compliance with RFP Instructions | 10 |
| Qualifications | 30 |
| Financial Stability | 20 |
| References | 10 |
| Cost Proposal | 30 |
| Total Possible Points | 100 |

SECTION 1 – FOOD SERVICES

INTRODUCTION AND PURPOSE

The Genesee County Jail currently provides food service for approximately 620 detainees each day. It is expected that around 1,860 meals will be served daily to detainees. An outside food services management contract for this location has been in place since 2001. The County is seeking a Food Service Contractor to provide Food Service and Food Service Management at the Genesee County Jail Facility.

SCOPE OF WORK

Responsibility of County

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

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

Responsibility of Contractor

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

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

standards of cleanliness and sanitation of food facilities required by federal, state, or local regulations.

7) Train detainee workers to achieve Serve Safe Certification.

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

Food

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

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

Meal Preparation

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

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

Pre-Meal Preparation

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

Detainee Complaints

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

Number of Meals

The average daily population is approximately 624 and the maximum population is 675. Detainees in the Facility are to receive hot meals and detainees at the Flint City Lockup, Work Detail program, and those going to Court, all receive sack lunches. In the past 12 months 676,142 hot meals and 47,323 sack lunches were served.

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

Documentation of Meals Served

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

Meal Times*:

Breakfast - 6:00 a.m.

Lunch - 11:00 a.m.

Dinner - 3:30 p.m.

Menu Analysis

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

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

Menus*

All meals shall be rotated to provide a variety and in sufficient quantity and quality to satisfy the needs of the population. Menus shall be posted in advance. Posted menus shall be adhered to unless an emergency situation arises. Menu cycle will run no less than four (4) weeks, twenty-eight (28) days. Each week will include twenty-one (21) meals. Menus shall be planned in advance by the Contractor and will follow the four week cycle pattern for the period planned. Menus for the period covered will provide sufficient variety and shall be designed with the detainee population in mind.

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

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

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

Breakfast Menu

All breakfasts shall include:

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

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

pastry type item or potato accompaniment is required with plain meat items.

Lunch Menu

All lunches shall include:

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

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

Dinner Menu

All dinner meals shall include:

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

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

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

Food Quality

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

Nutritional Requirements

Menus will provide an average of 2700 calories per day in addition to all required nutrients. Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example... the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis. Contractor shall conduct menu evaluations at least quarterly by facility food service supervisory staff to verify adherence to the established basic daily servings.

Fruit and Vegetable Requirements

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

Meat Requirements

Menus can be developed that are nutritious and acceptable without these requirements, but are

subject to Jail Administrator approval. The Contractor shall ensure that:

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

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

Grade minimums for food items shall be as follows:

Seafood - U.S.DA Grade A or better

Poultry - U.S.DA Grade A or better

Pork – (not to be served at the Facility)

Vegetables (canned) - Extra Standard or better

Fruit (canned) - Extra Standard or better

Beef - U.S.DA Good or better

Eggs - U.S.DA Grade A medium

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

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

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

Sack Meals

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

Medical & Religious Diets

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

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

Holiday Meals

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

Plan for Product Wholesomeness

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

Avoid excessive fat calories

To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include

appropriate mustard and catsup condiments, and not unnecessary margarine.

Donated Commodities

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

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

Additional Food Services

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

REVISED COST PROPOSAL FORM

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

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

DETAINEE UNIT COST:

| | Breakfast Unit Cost | Lunch Unit Cost | Dinner Unit Cost | Daily Unit Price (average A1- C1) | Total Cost for Detainee Meals (Daily Unit Rate x 365 days x 620 Detainees) |
|---------------------|------------------------|--------------------|---------------------|---|--|
| Year 1 | | | | | |
| Year 2 | | | | | |
| Year 3 | | | | | |
| Grand Total* | | | | | |

*Vendor will provide a 5% Bid Bond on the Grand Total and a Performance Bond based on this total.

RATE OF COMMISSION ON COMMISSARY: _____ %

A **BID SECURITY** in the form of a certified check, cashier's check or Bid Bond made payable to Genesee County in the amount of 5% of your bid total shall accompany your bid. The successful Vendor will be required to furnish a 100% Performance Bond.

NAME OF BIDDER: _____

SERVICE ADDRESS: _____

CITY, STATE, ZIP _____

CONTACT PHONE: _____

CONTACT EMAIL: _____

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

SECTION 2 – COMMISSARY SERVICES

Responsibility of County

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

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

Responsibility of Contractor

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

- 1) Provide, purchase and maintain custody of inventory items mutually agreed upon between the Contractor and the County. Provision of service must be onsite.
- 2) Provide a financial system that interfaces with Global Tel Link (GTL) and the jails JMS (currently Premier One, but may change to Tyler New World) as it relates to housing assignments. This would provide functionality to pay for ordered commissary, post bonds, pay court fines, pay fines for damage in the facility, pay for booking fees, pay for bond fees, and accept funds from friends or family in the form of internet payments, on-site credit cards, checks or money orders. This system should also have the ability to run reports specific to a particular inmate, specific to a date range, and specific to types of withdraws. In addition, this system should have the ability to release inmates via a printed check or a debit card, the ability to credit detainees for detainee orders that have been placed, but not filled in the event they are to be released. Documentation of all detainee transactions shall be tracked with signature, date, and time information.
- 3) Kite system with the ability to interface with GTL as it relates to the housing assignments of the detainee. This system should be able to electronically send emails to a configurable list of recipients based on the services requested by the detainee.
- 4) Provide a check for the proceeds of each month's activity within thirty (30) days after the end of that month, using agreed upon calculations.
- 5) Provide packages of basic need items to those detainees who are "indigent" as designated by the County. These packages shall be provided at Contractor's cost and will be paid for directly by the County.
- 6) The Contractor shall furnish all personnel and equipment required to operate the commissary at all current and future County correctional facilities as required by the County. Contractor shall assume full responsibility for the acts of its personnel, all of whom shall be subject to background checks and approval by Sheriff's personnel.
- 7) Contractor shall provide an on-site manager to oversee the commissary operation and will interact with designated Sheriff's liaison.
- 8) Contractor shall provide for refunds for orders not delivered to detainees who are being

released or are otherwise unavailable to receive merchandise.

9) Contractor shall have commissary make-up times for those detainees that are out to court when their regular housing area is scheduled for commissary delivery.

10) The Contractor shall provide a commissary order form listing all approved items and prices.

11) The delivery schedule must be mutually agreed upon between the Contractor and Jail Administrator, and may be subject to change. Delivery will be accomplished by Contractor personnel. Commissary delivery is scheduled with jail operations so that it does not interfere with the following:

- Meal Times
- Clinic/Med Pass
- Officer Shift Change

General Information

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

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

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

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

Commissary System Requirements

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

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

Pricing

- Provide pricing on items being proposed in proposal response. Prices must not include sales tax or federal excise tax.

- Provide multiple percentage discount structure and specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- If Vendor has existing cooperative contracts in place, Genesee County requests equal or better than pricing to be submitted.
- Vendor will list all pricing and costs clearly within their response. No hidden or misrepresented fees will be paid.
- Pricing must reflect Net 30-day payment terms. Vendor should include any quick payment incentives being offered.

Commissions/Incentives

- Assume Genesee County Jail is to receive an expected commission rate of 39% generated from gross revenue of commissary sales.
- If offered, provide proposed signing bonuses/incentives.

SIGNATURE PAGE - RFP #22-273

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from bid due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this bid.

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Bid.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME

POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE

FAX

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

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

Coverage Required Limits (Figures denote minimums)

- | | |
|---|---|
| <input checked="" type="checkbox"/> 1. Workers' Compensation | Statutory limits of Michigan |
| <input checked="" type="checkbox"/> 2. Employers' Liability | \$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations |
| <input checked="" type="checkbox"/> 3. General Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability |
| <input checked="" type="checkbox"/> 4. Professional liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions |
| <input type="checkbox"/> 5. Medical Malpractice | \$200,000 per occurrence \$800,000 in aggregate |
| <input checked="" type="checkbox"/> 6. Automobile liability | \$1,000,000 combined single limit each accident- Owned, Hired, Non- owned |
| <input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage | \$1,000,000 BI & PD and PI |
- ☒ 8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
- ☐ 9. Other insurance required:
- ☒ 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
- ☒ 11. The certificate must state bid number and title **22-273 – Food and Commissary Services for Detainees**

Insurance Agent's Statement

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

☐ The above required policies carry the following deductibles:

☐ Liability policies are occurrence claims made

Insurance Agent

Signature

Prospective Contractor's Statement

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

Contractor Signature

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

REFERENCES

List 3 references of similar projects

| Company/Client: | Contacts: |
|-------------------|--------------|
| | Name: |
| | Title: |
| | Phone: |
| Dates of Service: | Email: |
| | Address: |
| | City, State: |

| Company/Client: | Contacts: |
|-------------------|--------------|
| | Name: |
| | Title: |
| | Phone: |
| Dates of Service: | Email: |
| | Address: |
| | City, State: |

| Company/Client: | Contacts: |
|-------------------|--------------|
| | Name: |
| | Title: |
| | Phone: |
| Dates of Service: | Email: |
| | Address: |
| | City, State: |

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

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 [Contractor Name], a [State] [Entity Type], whose principal place of business is located at [Contractor Address] (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 #21-261) 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 Name] 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.

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.

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.

3.2Records 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.

3.3Identity 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.

3.4Obligations. 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.

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

3.6Licenses 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.

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

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

4.6 Facility Inspections. Facility inspections will be made by the Sheriff or his designee when deemed necessary, with or without advance notice to the Contractor. Inspections of kitchen facility by the County and State health agencies must achieve satisfactory ratings. Contractor shall be responsible for obtaining and facilitating, as needed, all necessary food service related inspections.

5. KITCHEN, EQUIPMENT, INVENTORY, AND SUPPLIES

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

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

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

Notwithstanding the foregoing, the Contractor shall make a financial commitment to County in an amount up to \$75,000.00 (the "Financial Commitment"). County agrees to invest the Financial Commitment in the purchase and installation of food service equipment and other costs associated with the Services. Any equipment purchased by Contractor on County's behalf shall be purchased as a "sale-for resale" to the County.

County shall hold title to all such equipment upon such resale. As necessary, the County will provide Contractor with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Contractor for the unamortized balance of the Financial Commitment as of the date of expiration or termination. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Contractor.

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

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

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

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

6. TERM

6.1 Term. This Agreement shall commence at 12:00 AM on [DATE]. The initial term of this Agreement shall be through 11:59 PM on September 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 fourteen (14) days after written notice of the breach is issued to the Contractor by the County, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor. In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

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

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

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

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

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

8. COMPENSATION

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

8.1Base 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.

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

9. INSURANCE AND LIABILITY

9.1Insurance. 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.

9.2Lawsuits 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.

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

the performance of Contractor's employees, agents, subcontractors, or assignees relevant to its obligations under the instant Agreement.

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

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

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

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

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

10. MISCELLANEOUS

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

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

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

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

Contractor Agreement Administrator
 Attention: [Name]
 [Address]

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.

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

10.13Interpretation. 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.

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

10.15Entire 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.

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

THE COUNTY OF GENESEE, MICHIGAN

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

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

[CONTACTOR]

BY: _____ DATE: _____

EXHIBIT A

Description of the Services

This information will be provided upon mutual agreement between the County and selected vendor.

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

EXHIBIT B

Insurance Checklist
Copy of Contractor's Insurance Certificate
Copy of Contractor's Bid

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

San Diego County Commission, March

[illegible]



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1753

Agenda Date: 5/21/2025

Agenda #: 4.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of the FY 2025-2026 contract extension between Genesee County and Variety Food Services in the amount of \$367,200.00 to provide food services for the Genesee County Juvenile Justice Center secure detention, residential treatment, and day treatment programs; the amount will be paid from the listed accounts

BOARD ACTION REQUESTED:

Approval of a contract extension between Genesee County and Variety Food Services in the amount of \$367,200 to provide food services for the Genesee County Juvenile Justice Center secure detention, residential treatment, and day treatment programs; the contract amount will be paid from accounts 2920-356.00-801.012 (\$336,600) and 2920-663.07-801.001 (\$30,600). The services are a part of the childcare fund annual plan and budget.

BACKGROUND:

RFP #24-366 was released on April 4, 2024, for food management services at the Genesee County Juvenile Justice Center. Variety Foods was the only responsive bidder. The original contract is for an initial term commencing on July 1, 2024, effective through June 30, 2025. The contract allows for up to four (4) additional one-year terms. The Michigan Department of Education, Office of Nutrition Services has reviewed and approved this contract. This is required for the GCJJC to submit for reimbursement through the Federal School Nutrition Program. The present request is for a one-year extension to the contract, for July 1, 2025 through June 30, 2026.

DISCUSSION:

Variety Food Services provides three meals and two snacks per day, year-round for youth that are court ordered into either the secure detention program, the residential treatment program, or the day treatment program at the Genesee County Juvenile Justice Center.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract extension between Genesee County and Variety Food Services is \$367,200 to provide food services for the Genesee County Juvenile Justice Center secure detention, residential treatment, and day treatment programs, which incorporates a flat percentage rate increase of 2% for the renewal, as contemplated in Exhibit A, Paragraph A.2. of the underlying

contract. The services are a part of the childcare fund annual plan and budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The County has identified maintaining the Courts as one of its major responsibilities and the Court works closely with the Board of Commissioners to develop an operational budget that allows the Court to administer justice efficiently and effectively. Part of the operational budget of the Court is providing juvenile justice services for the youth of Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize amending the contract between Genesee County and Variety Food Services, said amendment being necessary to extend the contract period for one year commencing July 1, 2025, through June 30, 2026, at a total cost not to exceed \$367,200.00 to be paid from accounts 2920-356.00-801.012 (\$336,600) and 2920-663.07-801.001 (\$30,600), to provide food services for the Genesee County Juvenile Justice Center secure detention, residential treatment, and day treatment programs, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the May 21, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.

EXTENSION to Variety Food Services Contract

This Extension is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Variety Food Services, a Michigan corporation, whose principal place of business is located at 25235 Hoover Road, Warren, MI 48909 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a food services contract effective July 1, 2024 (the "Agreement"), pursuant to which the Contractor would provide meals and food services at the Juvenile Justice Center Facility and related locations; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective July 1, 2025 – June 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for July 1, 2025 – June 30, 2026.
2. The compensation to be paid to the Contractor on this extension basis shall not exceed \$367,200.00.
3. The remaining terms of the Agreement remain unchanged and in full effect.

FOOD SERVICE MANAGEMENT
COMPANY

COUNTY OF GENESEE

By: _____
Zach Nowak
Director of Business Development
Variety Food Services

By: _____
Delrico Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

EXTENSION to Variety Food Services Contract

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WHEREAS, the Parties wish to amend the Agreement to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective July 1, 2025 – June 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for July 1, 2025 – June 30, 2026.
2. The compensation to be paid to the Contractor on this extension basis shall not exceed \$367,200.00.
3. The remaining terms of the Agreement remain unchanged and in full effect.

FOOD SERVICE MANAGEMENT
COMPANY

COUNTY OF GENESEE

By: _____
Zach Nowak
Director of Business Development
Variety Food Services

By: _____
Delrico Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|---------------------------------------|
| PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| INSURED Variety Foodservices, Inc. 25235 Hoover Road Warren MI 48089 USA | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: Zurich American Ins Co | 16535 |
| | INSURER B: American Zurich Ins Co | 40142 |
| | INSURER C: Travelers Property Cas Co of America | 25674 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

Holder Identifier : AE

COVERAGES**CERTIFICATE NUMBER:** 570112424996**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--|----------|-----------------|-------------------------|-------------------------|--|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | GL0651035032 | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE | \$2,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| | OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | BAP 6510351-32 | 04/01/2025 | 04/01/2026 | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | CUP2T43188925NF | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE | \$3,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE | \$3,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | | |
| | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC651034932 | 04/01/2025 | 04/01/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

Certificate No : 570112424996

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Genesee County and Juvenile Justice Center are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Genesee County Juvenile Justice Center 4287 W. Pasadena Avenue Flint MI 48504 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i> |



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO651035032

Effective Date: 4/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Coverage Extension Endorsement - Michigan

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|--|--------------------------|
| Policy No. BAP 6510351-32 | Effective Date: 4/1/2025 |

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

- The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

- The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision will share on a pro rata basis with other valid and collectible insurance coverage of the same type purchased by the policyholder to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits.

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Variety Food Services a Michigan Corporation** whose principal place of business is located at **25235 Hoover Road, Warren, MI, 48089** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **July 1, 2024**, and shall be effective through **June 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to four (4) additional one-year terms (the "Extension Terms").

2. Scope of Work

The scope of work includes the Genesee County Juvenile Justice Center secure detention program, the secure residential program, the day treatment program and the off-site day treatment program. The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

The annual amount of the contract shall not exceed \$360,000.00. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. Contractor shall, on a monthly basis, invoice the County a sum not to exceed the amount necessary to cover Contractor's expenditures for the Food Service Program. Contractor shall provide a reconciled monthly statement with costs listed in the following categories: (a) management fee; (b) administrative fee; and (c) operating expenses.

4. Taxes.

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

5. Contract Administrator

The contract administrator for this Contract is Rhonda Ihm (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract.

6. Warranties

The Contractor warrants that:

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

The Contractor 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.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract 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 Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, 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.

8.2 Immediate Termination

If the County, in its discretion, 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.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 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.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it 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, sexual identity, gender, gender identity, gender expression, 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 covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract 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".

11. 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.

12. Audit Rights

12.1 Certification of Accurate Information

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

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract 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 plant, place of business,

or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract 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 Contract and the terms of the applicable grant.

12.4 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.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 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, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or

department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor 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 performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

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

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract 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.

16.7 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 Contract.

16.8 Severability and Survival

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

16.9 Interpretation

Each Party has had opportunity to have this Contract 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 Contract, there

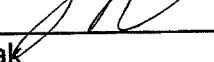
shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

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

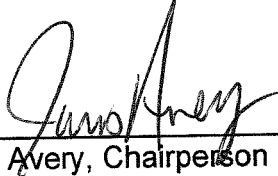
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

FOOD SERVICE MANAGEMENT
COMPANY

By: 
Zach Nowak
Director of Business Development
Variety Food Services

Date: 10/01/2024

COUNTY OF GENESEE

By: 
James Avery, Chairperson
Board of County Commissioners

Date: 10/14/24

EXHIBIT A
Description of the Services

A. CONTRACT TERMS

1. This contract shall be for an initial term of one year effective on July 1, **2024**, or upon written approval of the contract by the MDE, whichever occurs last, and ending June 30, **2025**, with up to four (4) one-year renewals, with mutual agreement between the SFA and the FSMC. [7 CFR 210.16 (d)]

In no event shall the contract be effective without the prior approval by MDE. Per 7 CFR 250.53 (a)(12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

2. Before any fee increases can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of management and administrative fees in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers – Food Away from Home* annualized rate for December of the current school year, or a flat percentage rate of **2%**, whichever is less.
3. This solicitation/contract, the RFP proposal of the successful bidder, attachments, and mutually negotiated and MDE-approved amendments, modifications, and addenda constitute the entire agreement between the SFA and FSMC. Aside from the adjustments and amendments referenced in Section G (2), supra, additional documents and/or agreements, including non-negotiated provisions developed by the contractor, cannot become part of the executed contract. Any additional documents resulting in a substantial change to the contract awarded by the SFA will not be executed by the SFA without prior MDE approval. No other food service management contracts will be signed by the SFA.

The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract of the RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract unless those changes are requested in your proposal. Final contract will be forwarded to Michigan Department of Education for final approval.

4. All state agency-mandated changes to the terms of this contract or any amendment will be incorporated therein before the SFA executes any agreement between it and the FSMC.

B. GIFTS FROM FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under state or federal law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. [2 CFR 200.318 (c)(1)]

C. SELECTION OF MANAGER

The district requests bids be submitted on the following managerial option(s): A **part-time manager** who will spend 30 hours per week at GCJJC.

The SFA reserves the right to interview and approve the on-site food service manager. The FSMC will provide a Certified Food Manager per regulations established by the Michigan Department of Agriculture (MDA) effective June 30, 2009.

D. EMPLOYEES

The current food service employees will not be retained.

The FSMC will provide a Certified Food Manager by building site per regulations established by the MDA effective June 30, 2009.

E. MEAL AND MEAL EQUIVALENTS

For making the meal count computation, the number of lunches, breakfasts, snacks, and suppers will be based on a projection. The number of lunches served will be determined by 1 lunch = 1 meal equivalent. The number of suppers served will be determined by 1 supper = 1 meal equivalent. The number of breakfasts will be determined by 2 breakfasts = 1 meal equivalent. The number of snacks will be determined by 3 snacks = 1 meal equivalent. The FSMC and SFA shall determine a la carte meal equivalents by dividing a projected net a la carte and catering revenue by the sum of the federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. This equivalent factor will be adjusted annually by taking the sum of the federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. The revenue shall include catering sales, adult meals, and a la carte sales to students and adults **less sales tax**. If applicable, revenue from vending machine sales will be included as part of the a la carte revenue.

F. FEES AND ALLOWABLE DIRECT COSTS (Cost Reimbursable Contract Only)

The following definition is provided to clarify costs included in the administrative fee: centralized company administrative cost, data processing, generalized marketing, training of management in company-specific areas, and legal fees.

The following definitions are provided to clarify allowable direct costs:

"Food" is defined as and limited to those items purchased for use in the preparation and service of student, adult, catered, and a la carte meals as specified under Terms and Conditions of this Agreement. This includes the cost of commodity handling and warehousing charges.

"Labor" is defined as and limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.

"Contracted Services" are costs incurred to pay for a service provided by another company. Typical costs would be laundry services, pest control, and periodic maintenance services. Those costs normally recognized as part of the FSMC administrative fee cannot be separately contracted for and charged to the SFA's Non-profit Food Service Account.

"Transportation Cost" is cost incurred in operating a food service delivery vehicle. This would include gas, oil, tune-ups, and minor repairs. Cost of a purchased vehicle would be a capital expense.

"Non-food Expenses" are defined as paper supplies (including decorations), equipment rental, cleaning materials, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and expenses as contractually obligated herein. Products embossed with the FSMC logo are not considered allowable direct cost items.

"Cost of Capital Equipment" is the cost of purchasing and installing equipment exceeding \$5,000.00, which has had prior approval of the SFA.

G. CAPTIONS

Captions in all sections of this document are provided only as a convenience, and shall not affect the interpretation of this instrument, its attachments, and addenda.

H. GUARANTEED RETURN

The SFA is not requesting a guaranteed return for the school food service.

I. FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

The SFA does not participate in the Fresh Fruit and Vegetable Program.

J. 10 Cents a Meal for Michigan's Kids and Farms (10 Cents a Meal)

The SFA does not participate in the 10 Cents a Meal program.

K. PROFESSIONAL STANDARDS

The final rule, "Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010," became effective July 1, 2015. Professional Standards resources can be located on the USDA website at USDA, School Meals, Professional Standards.

The SFA and FSMC must adhere to the hiring, training, and oversight standards set forth in the final rule, as well as any subsequent USDA or MDE guidance, policies, or procedures in relation to the final rule. (See USDA memo SP 05-2020: Questions & Answers Regarding Professional Standards for State and Local School Nutrition Program Personnel | USDA-FNS)

The SFA may delegate to the FSMC the responsibility to coordinate, provide, and conduct trainings in accordance with the final rule. Training responsibility will be identified on the *Cost Responsibility Detail* page of the *Information Section*. The FSMC must annually provide documentation to the SFA showing compliance with the required training hours and topics completed by food service personnel.

STANDARD TERMS AND CONDITIONS

I. SCOPE AND PURPOSE

- A. The FSMC, as an independent contractor, shall have the exclusive right to operate the Child Nutrition Programs in which the SFA participates. Child Nutrition Programs include the National School Lunch Program (NSLP), and/or School Breakfast Program (SBP), and/or Afterschool Snack Program, and/or Special Milk Program (SMP), and/or Summer Food Service Program (SFSP), and/or Seamless Summer Option (SSO), and/or Child and Adult Care Food Program (CACFP), and/or Fresh Fruit and Vegetable Program (FFVP).
- B. The FSMC shall operate in conformance with the SFA's Permanent Agreement with MDE (and attachments) for the NSLP, USDA Foods Commodity Distribution, SBP, Afterschool Snack Program, SMP, SFSP, SSO, CACFP, and FFVP.
- C. The FSMC shall be an independent contractor and, except as otherwise expressly stated herein, not an SFA agent or representative. The employees of the FSMC are not employees of the SFA. All FSMC employees shall remain directly accountable to the FSMC for the duration of this contract. Except as otherwise expressly stated in this agreement, the FSMC has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract.

- D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- E. All income accruing as a result of payments by children and adults, federal reimbursements, state aid (i.e., 31d, 31f, 31a At-Risk), and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's Non-profit Food Service Account. Any profit or guaranteed return shall remain in the SFA's Non-profit Food Service Account. The SFA and FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract, as required under 7 CFR 210.16 (c).
- F. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the USDA and MDE regarding each of the Child Nutrition Programs covered by this contract. [7 CFR 210.16 (a)(2)]
- G. The SFA shall retain control of the Non-profit Food Service Account and overall financial responsibility for the Child Nutrition Programs.
- H. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals, milk, and a la carte prices. [7 CFR 210.16 (a)(4)]
- I. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA will be billed for the actual cost of food, supplies, and labor, plus a mutually agreed upon **markup (as documented on the FSMC signed and dated bid sheet)** and the FSMC's overhead and administrative expenses, if applicable, for providing such service. If FSMC overhead and administrative expenses apply, the FSMC must provide the SFA with a detailed breakdown of the charges. USDA Foods shall not be used for these special functions.
- J. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction in accordance with the school district's Wellness Plan.
- K. The FSMC shall conduct program operations in accordance with 7 CFR 210, 215, 220, 225, 226, 235, and 245; 2 CFR 200 Appendix II, 2 CFR 400, 416, 417, and 418; and FNS instructions, final rules and policies, as applicable.
- L. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume their regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended

alternative foods, unless otherwise exempted by the Food and Nutrition Service, USDA. Such statement shall, in the case of a student with a disability, be signed by a medical doctor or, in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions. [7 CFR 210.10 (m)]

- M. The FSMC shall monthly invoice the SFA a sum not to exceed the amount necessary to cover FSMC's expenditures for the Food Service Program. FSMC shall provide a reconciled monthly statement with costs listed in the following categories: 1) management fee, 2) administrative fee, and 3) operating expenses. Payment shall be due within thirty (30) days of the monthly invoice. A late charge per month of 2% will be added to all unpaid balances more than thirty (30) days. Finance charges cannot be paid from the Non-profit Food Service Account.

II. SIGNATURE AUTHORITY

- A. The SFA shall retain signature authority for the application/agreement to participate in the NSLP, and/or SBP, and/or Afterschool Snack Program, and/or SFSP, and/or SSO, and/or SMP, and/or CACFP, and/or FFVP, including, but not limited to, the Application Renewal, the Verification of Application Form, and letters to MDE to amend the application. [7 CFR 210.16 (a)(5)]
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement. [7 CFR 210.16 (a)(5)]
- C. The SFA shall not delegate signature authority to the FSMC in any of the areas identified in paragraphs A and B above.

III. FREE AND REDUCED-PRICE MEALS POLICY

- A. The SFA shall be responsible for or may delegate to the FSMC the establishment and maintenance of the free and reduced-price meals eligibility roster.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in its application to participate in the Child Nutrition Programs and approved by MDE, as required under 7 CFR 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 CFR 245.8. The SFA shall evaluate the monthly meal claim information submitted by the FSMC and verify that the information is accurate before submitting a claim for reimbursement.
- C. The SFA shall be responsible for or may delegate to the FSMC the development, distribution, and collection of the parent letter and application for free and reduced-price meals and/or free milk.

- D. The SFA shall be responsible for or may delegate to the FSMC the responsibility for accessing the direct certification report available from the Center for Educational Performance and Information (CEPI) after each refresh. Students on this report will not require an application from the parent/guardian.
- E. The SFA shall be responsible for or may delegate to the FSMC the responsibility for the determination of eligibility for free and reduced-price meals and free milk. Neither the SFA nor the FSMC will disclose confidential information that is not needed for meal counts from free and reduced-price meal applications and/or the direct certification list. The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status.
- F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced-price meals and free milk.
- G. The SFA shall be responsible for or may delegate to the FSMC the responsibility for verifying applications for free and reduced-price meals, as required by federal regulations.
- H. The SFA shall be responsible for performing the annual on-site review.
- I. The SFA shall retain responsibility for completing the tasks described in paragraphs B, F, and H and may delegate those tasks in paragraphs A, C, D, E, and G to the FSMC to complete on its behalf.

IV. USDA FOODS

- A. Any USDA Foods received by the SFA and made available to the FSMC or received by the FSMC on behalf of the SFA must accrue solely to the benefit of the SFA's non-profit school food service program and shall be fully utilized therein. The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's food service program, including the value of USDA Foods contained in processed end-products or commercially purchased foods that are used in place of such donated foods only. [7 CFR 250.51 (d)]
- B. The SFA shall retain title to all USDA Foods. [7 CFR 250.14 (c)]
- C. The FSMC must meet the requirements for the safe storage and control of donated foods. [7 CFR 250.14 (a)]
- D. The FSMC is prohibited from entering any processing contracts utilizing USDA Foods on behalf of the SFA. [7 CFR 250.50 (d)]
- E. The FSMC shall select, accept, and use the USDA Foods in as large quantities as may be efficiently utilized in the SFA's non-profit food service program, subject to approval of the SFA.

The FSMC must utilize no less than 95% of the SFA's overall entitlement. If less than 95% is spent, the FSMC must submit justification of the underutilization of this federal program to the SFA as part of their mandatory annual reconciliation of USDA Foods.

Furthermore, the FSMC will use all donated ground beef and ground pork products, and all processed end products in the SFA's food service, and all other USDA Foods or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's non-profit food service program. [7 CFR 250.51 (d)]

- F. The FSMC shall collaborate with the SFA on the selection of USDA Foods, and they will accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's non-profit food service program monthly to ensure they will not accumulate excess inventory.

If the current selection of USDA Foods cannot be utilized in the food service program, either the SFA or FSMC must work directly with the SFA's chosen consortium to trade or obtain a different selection of food items prior to delivery to the FSMC or SFA. USDA Foods entitlement can be spent on value-added (brown box), processed USDA Foods, or Department of Defense (DoD) fresh produce.

- G. The FSMC may store and inventory donated foods together with foods it has purchased commercially for the SFA's use (unless specifically prohibited in the contract). It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in 7 CFR 250.51.
- H. The FSMC shall maintain records to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA. The FSMC must provide all documents as necessary for the independent auditor, MDE reviewers, or USDA agents who may perform onsite reviews of the FSMC's food service operation to ensure compliance with the requirements for the management and use of USDA Foods.
- I. The SFA must provide the FSMC with a copy of the quarterly Recipient Entitlement Balance Report from the Consortia.
- J. The values of all USDA Foods are to be based on the values at the time the SFA receives the USDA Foods from the distributing agency and are to be based on the USDA Commodity Value Listing pertinent to the time period. This listing is available at: [MDE - USDA Foods Available/Average Price Files](#).
- K. A year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received for use by the FSMC during the school year.

The SFA reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulations.

- L. **Credit issued by the FSMC to the SFA for USDA Foods received shall be recorded on each monthly invoice as a separate line item and shall be clearly identified and labeled.**
- M. The FSMC shall be liable for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods and shall credit the SFA either monthly or through a year-end reconciliation.
- N. The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during the time of this agreement. If an agreement cannot be reached, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- O. Upon termination of the contract, the FSMC must return all unused donated ground beef, ground pork, processed end products, and at the SFA's discretion, return other unused donated foods. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in a school year. [7 CFR 250.52 (c)]

V. HEALTH CERTIFICATIONS

- A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility. [7 CFR 210.16 (a) (7)]
- B. The FSMC shall maintain, for the duration of the contract, state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract. [7 CFR 210.16 (c)(2)]

VI. MEALS

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service. [7 CFR 210.16 (a)(4)]
- C. The FSMC shall offer free, reduced-price, and paid reimbursable meals to all eligible children participating in the SBP, and/or NSLP, and/or SFSP, and/or CACFP Centers.
- D. To offer a la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children. [7 CFR 210.16 (a)]
- E. The FSMC shall serve reimbursable **breakfasts, lunches, snacks, and suppers**, pursuant to the **NSLP**, and/or **SBP**, and/or **SFSP**, and/or **CACFP**, where indicated in the attached *Information Section*.

- F. The SFA does not currently participate in the following child nutrition programs but **may do so in the future.**
- G. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- H. The FSMC shall provide the specified types of service in the schools/sites listed in the attached *Information Section*, which is hereby in all respects made a part of this contract.
- I. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- J. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern in accordance with 7 CFR 210.10, or that do not otherwise meet the requirements of the contract. [7 CFR 210.16 (c)(3)]

VII. BOOKS AND RECORDS

- A. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by the SFA no later than **fifteen (15)** calendar days of the succeeding month in which services were rendered. Participation records shall be submitted in a timely manner to facilitate claims submission no later than the tenth (10th) day of the succeeding month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
- B. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly bill/invoice.
- C. The SFA and the FSMC must provide all documents as necessary for the independent auditor, MDE reviewers, or USDA agents to conduct the SFA's single audit. (7 CFR 210.22)
- D. Books and records of the FSMC pertaining to the Child Nutrition Program operations shall be made available upon demand in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors, or longer should any audit for that time still be open. [7 CFR 210.23 (c)]
- E. If audit findings regarding the FSMC's records have not been resolved within the three (3) year period, the records must be retained beyond the

- three (3) year period, for as long as required for the resolution of the issues raised by the audit. [7 CFR 210.23 (c) and 250.16 (b)]
- F. The FSMC shall not remove state or federal required records from SFA premises upon contract termination.
 - G. The SFA shall conduct a quarterly internal review of all records and documentation associated with the procurement of food and non-food items to ensure that the FSMC is complying with all applicable competitive procurement procedures according to 2 CFR Part 200.
 - H. Upon termination of the contract, the FSMC shall surrender to the SFA all records pertaining to the operation of the food service, to include all food and non-food inventory records, menus, production records, product invoices, claim documentation, financial reports, and procurement documentation.
 - I. The FSMC shall purchase all food and other supplies required under this contract on the SFA's behalf. Title thereto shall always remain with the SFA. Such food and supplies shall be kept separate and apart from the other SFA property unless the SFA has chosen not to maintain a separate inventory. The FSMC and SFA shall jointly inventory all purchased food and supplies at both the beginning and the end of this contract's term. The SFA shall have access to the records of the food and supplies purchased to review and audit as it deems necessary.
 - J. FSMC shall purchase all food and supplies for the SFA at the lowest prices possible consistent with maintenance of quality standards prescribed by the SFA, including taking advantage of all local trade discounts. All such transactions shall meet USDA procurement standards.

VIII. EMPLOYEES

- A. The SFA shall have final approval authority regarding the FSMC's hiring of a site manager.
- B. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. All such policies shall be subject to SFA review upon demand.
- C. The FSMC shall provide Workers' Compensation coverage for its employees.

- D. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
- E. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA.
- F. Staffing patterns shall be mutually agreed upon by the SFA and FSMC.
- G. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
- H. The FSMC shall not hire more than the number of employees required for efficient operation.
- I. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked two (2) full calendar weeks prior to the commencement of operation.
- J. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- K. Pursuant to the requirements of Section 1230 and 1230a of the Michigan Revised School Code, the SFA shall request a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, **and a yearly Central Registry Clearance through the Michigan Department of Health and Human Services (MDHHS)**, with regard to all persons assigned by FSMC to regularly and continuously work in any of the SFA facilities. FSMC agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in the SFA facilities if such person has been convicted of any of the following offenses:
 - 1. Any "listed offense" as defined under Section 2 of the Michigan Sex Offenders Registration Act, MCL 28.722.
 - 2. Any offense enumerated in Sections MCL 380.1535a or 380.1539b or the Revised School Code, MCL 380.1535a; 380.1539b, for positions requiring State Board of Education approval.
 - 3. Any offense of a substantially similar enactment of the United States or another State.
 - 4. Any felony, provided that with prior written approval of the SFA's Superintendent and its Board of Education an individual regularly and continuously providing services under this Agreement at the SFA may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of the SFA, such individual's presence will not pose a danger to the safety and security of the SFA students or employees.

5. Any offense that would, in the judgment of the SFA, create a potential risk to the safety and security of the students served by the SFA or employees of the SFA.

The SFA reserves the right to refuse FSMC's assignment of any individual, agent, or employee of FSMC to render services under this Agreement where the criminal record history of the individual (including any pending criminal charges) indicate, in the SFA's judgment, unfitness to perform services under this Agreement.

The FSMC agrees that it shall pay the costs associated with criminal history and criminal record checks required under this contract and which are accomplished to comply with Section 1230 and 1230a of the Revised School Code with respect to the FSMC's employees and agents.

- L. Notwithstanding the provisions of Section VIII and its subparts, the SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well-being of the students.
- M. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- N. All SFA and/or FSMC personnel assigned to each school shall be instructed in the use of all emergency valves, switches, fire, and safety devices in the kitchen and cafeteria areas.
- O. Neither party shall during the term of the contract or one year thereafter solicit to hire, hire, or contract with the other party's supervisory employees. If this provision is breached, the breaching party shall pay, and the injured party shall accept as liquidated damages, an amount equal to six (6) months of the annual wages of the relevant employee.

IX. DESIGNATION OF PROGRAM EXPENSE

- A. The FSMC guarantees to the SFA that the bid price per meal and meal equivalent shall include the expenses as designated under the FSMC column for the *Cost Responsibility Detail Sheet*. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
- B. The SFA shall pay those expenses as designated under the SFA column of the *Cost Responsibility Detail Sheet*.

X. PAYMENTS AND FEES

- A. All bids shall be calculated based on the information provided by the SFA in the *Information Section* of this solicitation. All bids shall be submitted using the *Bid Sheet – Cost Reimbursable Contract* form.

- B. Allowable costs will be paid to the FSMC from the SFA's Non-profit Food Service Account. Such payment will be net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC and any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. All payment discounts, rebates and allowances obtained from vendors must go to the SFA's food service account. [7 CFR 210.21 (f)(i)]
- C. The FSMC must designate its costs to the SFAs as follows:
The FSMC must exclude all unallowable costs from its billing documents and certify that: (1) only allowable costs are submitted for payments; and (2) records have been established that maintain the visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification. [7 CFR 210.21 (f)(1)(ii)(B)]
- D. The FSMC's determination of its allowable costs must be made in compliance with applicable USDA and program regulations, and United States Office of Management and Budget cost circulars. [7 CFR 210.21 (f)(1)(iii)]
- E. The FSMC must identify the amount of each discount, rebate, and other applicable credit on **each** bill or invoice presented to the SFA for payment and individually identify the amount as a discount, rebate or, in the case of other applicable credits, the nature of the credit. [7 CFR 210.21 (f)(1)(iv)]
- F. The FSMC shall identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract, which are not reported before the contract's termination. [7 CFR 210.21 (f)(1)(v)]
- G. The FSMC shall maintain documentation of costs and discounts, rebates, and other applicable credits, which shall be furnished upon request to the SFA, MDE, and/or the USDA. [7 CFR 210.21 (f)(vi)]
- H. The FSMC must credit the SFA monthly for the value of all donated foods received for use in the school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products. Credit issued by the FSMC to the SFA for USDA donated commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. [7 CFR 250.51]
- I. The FSMC shall submit separate billing for special functions.
- J. The FSMC shall assume responsibility for payment of all vendor bills and accounts and invoice the SFA for these costs.

XI. MONITORING

- A. The SFA shall monitor the food service operation of the FSMC through periodic onsite visits to ensure that the food service is in conformance with all USDA program regulations.
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, MDE, and the SFA upon request for the purpose of auditing, examination, and review.
- C. On a monthly and at least quarterly basis, the SFA shall conduct an internal reconciliation of invoices and supporting documentation to verify the accuracy of fees, allowable/unallowable costs, rebates, discounts, purchase credits, and USDA Foods usage credits.

XII. USE OF ADVISORY GROUP/MENUS

- A. The FSMC shall participate in the formation and establishment and periodic meetings of the SFA advisory board, comprised of students, teachers, and parents to assist in menu planning.
- B. The FSMC must comply with the twenty-one (21) day menu developed by the SFA for **NSLP** and/or SBP, and/or SFSP, and/or CACFP included in the request for bid/proposal. Any changes made by the FSMC after the first twenty-one (21) day menu(s) may be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

XIII. USE OF FACILITIES, INVENTORY, EQUIPMENT, AND STORAGE

- A. Without any cost or charge, the SFA will make available areas of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs. If the addition is a Child Nutrition Program not identified in the original RFP, the SFA must notify MDE prior to implementation to discuss whether the addition constitutes a material change to the contract.

This does **not** include the expansion of food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, or neighboring public schools, which were not part of the original bid (see *Information Section* of the original bid packet). The SFA may refer these entities to MDE for proper procurement procedures.

- C. Per 7 CFR 210.11, competitive food refers to all food and beverages sold to students on the school campus during the school day other than reimbursable meals under the Child Nutrition Programs.

The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs.

The FSMC and the SFA shall adhere to USDA requirements of final rules relating to competitive foods, including the Smart Snacks rule that became effective July 1, 2014.

- D. The FSMC and SFA shall inventory the equipment and USDA Foods owned by the SFA including, but not limited to, small wares (i.e., silverware, chinaware, kitchen utensils, etc.), trays, and glassware. This will be performed at the beginning of the contract and at the beginning of each successive school year if the renewal option is utilized.
- E. The FSMC shall maintain the inventory of small wares and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- F. The SFA will replace expendable equipment and replace, repair, and maintain non-expendable equipment, except when damages result from the use of less than reasonable care by the employees of the FSMC, unless otherwise identified on the *Cost Responsibility Detail Sheet*.
- G. The SFA will have final prior approval authority for the purchase of all equipment to be used in the storage, preparation, and delivery of school meals. Title to the property must be vested with the SFA when the equipment is placed in service by the FSMC. Upon written agreement of the parties, the purchase amount shall be amortized on a straight-line depreciation basis beginning on the date upon which the equipment is placed in service, for a length of time upon which the parties shall mutually agree. If the agreement is terminated or non-renewed for any reason prior to full amortization, the SFA may: 1) retain the property and continue to make payments in accordance with the amortization schedule, or 2) return the property to the FSMC in full release of the unpaid balance.
- H. Equipment purchases must be submitted to MDE's Fiscal and Administrative Services unit for review and approval in accordance with the stipulations set forth in MDE Food Service Administrative Memo No. 5 (Michigan Department of Education Memo #5).
- I. The FSMC shall maintain adequate storage, inventory, and control of USDA Foods in conformance with the SFA's agreement with MDE.
- J. The SFA shall provide the FSMC with local telephone service.
- K. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.

- L. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- M. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- N. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- O. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on SFA premises.
- P. The SFA shall have access, with or without notice, to all SFA facilities used by the FSMC for purposes of inspection and audit.
- Q. The FSMC shall not use SFA facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- R. Upon termination or expiration of the contract, the SFA shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- S. The FSMC, upon termination or expiration of the contract, shall surrender all SFA equipment and furnishings to the SFA in good repair and condition.

XIV. PURCHASES

- A. The FSMC shall purchase all food and supplies at the lowest price possible consistent with maintaining quality standards and in full compliance with 7 CFR Parts 210, 215, 220, 225, 226, 245, and 250 and Office of Management and Budget (OMB) Super-Circular 2 CFR 200.
- B. This contract shall not prevent the SFA from participating in food consortia. If the SFA does purchasing, the FSMC may not limit SFA selection of vendors to only FSMC-approved vendors.

XV. SANITATION

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated on the *Cost Responsibility Detail Sheet*.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances,

- regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The SFA shall clean ducts and hoods above the filter line.
 - F. The SFA shall provide extermination services as needed.
 - G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XVI. LICENSES, FEES, AND TAXES

- A. The FSMC shall be responsible for paying all applicable taxes and fees including, but not limited to, excise tax, state and local income tax, and payroll and withholding taxes for FSMC employees. The FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the cost responsibility attachment to this document.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

XVII. INSURANCE AND INDEMNIFICATION

- A. The FSMC shall obtain and keep in force during the term of this Agreement, for the protection of the SFA and FSMC, and naming the SFA as an additional insured, Comprehensive General Liability Insurance to include, but not limited to, Personal Injury Liability, Property Damage Liability, Contractual Liability, and Products Liability covering only the operations and activities of the FSMC under this agreement. Minimum coverage shall be \$1,000,000 per incident/person. **The County of Genesee requires a signed Insurance Requirements form with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.**
- B. A Certificate of Insurance of the FSMC's insurance coverage, indicating the specified amounts, must be submitted at the time of award. The FSMC shall provide the SFA copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this RFP shall provide that the insurer will provide notice of cancellation directly to the SFA thirty (30) days before such cancellation occurs.
- C. The SFA shall keep its buildings, including the premises and all property contained therein, insured against loss or damage by fire, explosion, and similar casualties.

- D. The FSMC shall provide worker's compensation and unemployment insurance for its employees as specified in the *Cost Responsibility Detail Sheet*.
- E. The FSMC shall indemnify and hold harmless the SFA, or any employee, director, or agent of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the FSMC's acts, or omissions, willful misconduct, or breach of the FSMC's obligations under the Agreement by the FSMC and its agents, servants or employees, or other persons under its supervision or direction.
- F. The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

XVIII. PROPRIETARY INFORMATION

- A. During the term of the contract, the FSMC may grant to the SFA a non-exclusive right to access certain proprietary materials of the FSMC including, but not limited to, signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC's business or the business of any affiliate of the FSMC.
- B. To the extent permitted by law, the SFA shall not disclose any of the FSMC's proprietary information or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement.
- C. The SFA agrees that all proprietary computer software programs, marketing, and promotional literature and materials used by the FSMC and the SFA's premises in connection with the food services provided by the FSMC under this Agreement shall remain the property of the FSMC.
- D. Upon termination of the contract, all use of trademarks, service marks, and logos owned by the FSMC or licensed to the FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.
- E. The FSMC acknowledges that, during this contract, the FSMC shall have access to business systems, techniques, and methods of operation developed at great expense by the SFA. The FSMC recognizes these to be unique assets of the SFA's business. The FSMC agrees to keep such

information confidential and shall not disclose such information directly or indirectly during or after the term of this contract.

XIX. NON-DISCRIMINATION

The parties to this contract agree not to discriminate against any employee, applicant for employment, student, or other recipient of services under this contract due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status, or other legally protected classification. Breach of this section shall be regarded as material breach of this contract.

XX. EMERGENCY CLOSING

A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.

B. The SFA operates 365 days a year; the FSMC must guarantee provision of contracted meals and snacks during any emergency.

XXI. TERM AND TERMINATION

A. This contract shall become effective on July 1, **2024**, or upon written acceptance of the contract by the Michigan Department of Education, whichever occurs last, and terminate on June 30, **2025**, with up to four (4) one-year renewals with mutual agreement between the SFA and the FSMC. [7 CFR 210.16 (d)]

Per 7 CFR 250.53 (a)(12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

B. The SFA or the FSMC may terminate the contract with or without cause by giving sixty (60) days written notice.

C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

XXII. NON-PERFORMANCE BY FSMC

A. In the event of the FSMC's non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

B. The FSMC shall pay to the SFA the full amount of any meal overclaims and fees associated with those overclaims, which are attributable to the FSMC's negligence, including those overclaims and associated fees based on review or audit findings that occurred during the effective dates of the original and renewal years of the contract.

XXIII. CERTIFICATIONS

- A. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. The FSMC shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy efficiency conservation plan issued in compliance with the Energy Policy and Conversation Act (Pub. L. 94-163).
- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR 60.
- D. The FSMC shall comply with all applicable civil rights laws, as amended, which include, but are not limited to: Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities; the Michigan Elliott-Larsen Civil Rights Act; and the Michigan Persons with Disabilities Civil Rights Act.
- E. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food products with federal funds. [7 CFR 210.21 (d)]
- F. Where applicable, the SFA or FSMC shall take affirmative steps to ensure small, women-owned, and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required [7 CFR 200.321, 225.17, 226.22].
- G. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.

3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. The FSMC **has signed** the following certifications and attached to this RFP:

1. Certificate of Independent Price Determination
2. Suspension and Debarment Certification
3. Clean Air and Water Certificate
4. Disclosure of Lobbying Activities
5. Certificate of Compliance with Public Act 517 (Iran Economic Sanctions Act)

XXIV. USDA NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: [USDA Discrimination Complaint Form](#), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the Complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by one of the following ways:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax: (833) 256-1665 or (202) 690-7442

Email: program.intake@usda.gov

This institution is an equal opportunity provider.

XXV. MISCELLANEOUS

- A. Except as otherwise expressly stated, this contract shall be construed under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Michigan.
- B. The FSMC shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract.**
- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and notification to MDE prior to implementation.
- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- F. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- G. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- H. This contract is subject to review and approval by the Michigan Department of Education.

AGREEMENT PAGE – New Contract

Original Contract SY 2024-2025

This bidder certifies that he/she shall operate in accordance with all applicable State and Federal laws and regulations.

This solicitation/contract, attachments, and the RFP proposal of the successful bidder, with addenda, if any, constitute the entire agreement between the SFA and FSMC. The parties shall not execute any additional contractual documents pertaining to this RFP, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

Bid Sheet Selected by SFA for Award:

(Insert plan type and/or advance payment option upon final bid award approval)

Attest:

Genesee County Juvenile Justice Center
School Food Authority

Witness REQUIRED

Signature of SFA Representative

Print Name

Title


Date

Attest:



Witness REQUIRED

Food Service Management Company



Signature of FSMC Representative

Zach Nowak

Print Name

Director of Business Development

Title

4/30/2024

Date

4/4/2024

[26]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the Sponsor (sponsor) and Food Service Management Company/Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Name of Sponsor: Genesee County Juvenile Justice Center

Name of Food Service Management Company/Vendor: Variety FoodServices, Inc

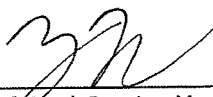
A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, to restrict completion, as to any matter relating to such prices with any other offeror or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror before bidding opening in the case of an advertised procurement or before award in the case of a negotiated procurement, directly or indirectly to any other offeror or any competitor.
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer to restrict competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A1 through A3 above; or
2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A1 through A3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A1 through A3 above.

To the best of my knowledge, this offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract, except as follows:

| | | |
|---|----------------------------------|-----------|
|  | Director of Business Development | 4/30/2024 |
| Signature of Food Service Management Company/Vendor's Authorized Representative | Title | Date |

In accepting this offer, the Sponsor certifies that no representative of the Sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

| | | |
|--|-------|------|
| Signature of Sponsor's Authorized Representative | Title | Date |
|--|-------|------|

4/4/2024

[28]

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS:

1. By signing and submitting this form, the prospective lower tier participant provides the certification per these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check for Excluded Parties on the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.
8. Nothing contained in the foregoing shall be construed to require establishing a system of records to render the certification required by this clause in good faith. The knowledge and information of a participant are not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 180.

The prospective primary participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

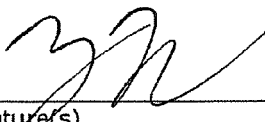
Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Variety FoodServices, Inc

Name of Food Service Management Company/Vendor

Zachary Nowak, Director of Business Development

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

4/30/2024

Date

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite-quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [41 U.S.C. 1857c-8(c)(1)] or the Federal Water Pollution Control Act 33 U.S.C. 1319(d) and is listed by EPA or the contract is not otherwise exempt. The Sponsor (Sponsor) and Food Service Management Company/Vendor (offeror) shall execute this Certificate.

Name of Sponsor: Genesee County Juvenile Justice Center

Name of Food Service Management Company/Vendor: Variety FoodServices, Inc

THE OFFEROR AGREES AS FOLLOWS:

To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Water Act, and all regulations and guidelines issued thereunder before the award of this contract.

That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act [42 U.S.C. 1957c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 U.S.C. 1857c- 6(c) or (d)], or approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 1857c- 7(d)].

The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or another requirement which is promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an Air or Water Pollution Control Agency per the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

The term "facility" means any building, plant, installation, structure, mine, vessel, or another floating era, location, or site of operations, owned, leased, or supervised by the Food Service Management Company/Vendor.



Director of Business Development

4/30/2024

Signature of Food Service Management Company/Vendor's
Authorized Representative

Title

Date

4/4/2024

[31]

**NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE
REQUIREMENTS RELATED TO LOBBYING**

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their sub-tier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action over \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their sub-tier contractors and/or subgrantees to (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their sub-tier contractors or subgrantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan.
- You are required to execute the attached certification at the time of submission of an application or before any action over \$100,000 is awarded.
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of February 26, 1990, Federal Register (pages 6736-6746).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," per its instructions.

The undersigned shall require that the language of this certification is included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

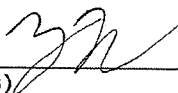
Variety FoodServices, Inc

Name of Food Service Management Company/Vendor

Zachary Nowak, Director of Business Development

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)



4/30/2024

Date

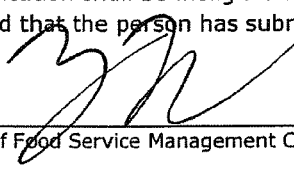
**CERTIFICATE OF COMPLIANCE
MICHIGAN PUBLIC ACT NO. 517 OF 2012
IRAN ECONOMIC SANCTIONS ACT**

Name of Sponsor: Genesee County Juvenile Justice Center

Name of Food Service Management Company/Vendor: Variety FoodServices, Inc

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), under the compliance certification requirement provided in the Sponsor's Request for Proposal (RFP) or Request for Bid Quotes (RFQ), hereby certifies, represents, and warrants that the Company (which includes its officers, directors, and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the Sponsor as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time while performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Sponsor's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.



Signature of Food Service Management Company/Vendor's Authorized Representative

Director of Business Development

4/30/2024

Title

Date

BID SHEET
FSMC Cost Reimbursable Contract
WITHOUT ADVANCE PAYMENT

This bid is being offered by:

Variety FoodServices, Inc

Name of Food Service Management Company

This bid is being offered to:

Genesee County Juvenile Justice Center

Name of School District/Sponsor

Projected Meals/Meal Equivalents Per Year:

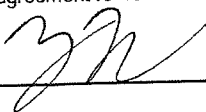
33,476

(do not alter, cell will auto-fill upon MDE review)

| District/Sponsor is contracting for the expenses "checked" as Bid Items below | Bid Items (Sponsor completes) | Projected Operating Cost WITHOUT Advance Payment (Bidder completes) |
|---|-------------------------------------|--|
| Labor - On-Site FSMC Management Employees | <input checked="" type="checkbox"/> | \$47,000.00 |
| Fringe Benefits - On-Site FSMC Management Employees | <input checked="" type="checkbox"/> | \$5,859.00 |
| Labor - FSMC Hourly Employees | <input checked="" type="checkbox"/> | \$80,340.00 |
| Fringe Benefits - FSMC Hourly Employees | <input checked="" type="checkbox"/> | \$4,000.00 |
| Food Cost - Including Commodities Delivery Charge (Net of VDA/Rebates) | <input checked="" type="checkbox"/> | \$144,678.00 |
| Food Cost - FFVP (as defined in RFP) | <input type="checkbox"/> | |
| Non-Food Cost (excluding FFVP) (Supplies and Other Materials) | <input checked="" type="checkbox"/> | \$34,658.00 |
| Non-Food Cost for FFVP only (as defined in RFP) (Supplies and Other Materials) | <input type="checkbox"/> | |
| Contracted Services (not utilities or FSMC administrative costs) | <input type="checkbox"/> | |
| Transportation/Vehicle Cost | <input type="checkbox"/> | |
| Utilities (assigned to Food Service Fund) | <input type="checkbox"/> | |
| Other (as defined on Projected Costs tab) | <input type="checkbox"/> | |
| Flat Rate for FFVP (as defined in RFP) | <input type="checkbox"/> | |
| FSMC Administrative Cost | <input checked="" type="checkbox"/> | \$30,064 |
| FSMC Management Fee | <input checked="" type="checkbox"/> | \$12,658 |
| Subtotal (Bid Items Only) | | \$359,256.92 |
| Bid Price Per Meal (subtotal divided by projected meals/meal equivalents) | | \$10.73 |
| Additional Food Service Markup if applicable (refer to RFP) | | |
| TOTAL PROJECTED OPERATING COST | | \$359,256.92 |

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable program laws and regulations. This contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

FSMC Representative
Signature: _____



Date: 4/30/2024

Olson, Samuel

From: Sharpe, Chad
Sent: Wednesday, May 7, 2025 3:14 PM
To: Olson, Samuel
Subject: MDE renewal letter

03/23/2025

Mr. Chad Sharpe
Genesee Valley Regional Center Agreement #250008005
4287 W PASADENA AVE
FLINT MI 48504

Dear Mr. Chad Sharpe:

Michigan Department of Education (MDE) records show your organization is eligible to renew its food service management company contract with Variety . The contract renewal documents are available for download [here](#). Refer to the "Instructions" tab for additional information.

The renewal process must be completed in the Grant Electronic Monitoring System/Michigan Administrative Review System (GEMS/MARS). Log in to GEMS/MARS here <https://milogintp.michigan.gov/eai/tplogin>, and click the task for Food Service Contract Renewals (25-26) to complete the "Contract Renewal - Sponsor Form". Once the form has been completed you must click SUBMIT on the bottom right of the Renewal page for MDE to be alerted that the submission is complete.

All contract renewal documents must be submitted before June 1, 2025, so the contract renewal is approved and in place by July 1, 2025. This will ensure no interruption in the sponsor's ability to claim meals and receive federal reimbursement.

Please note: If you are a district that currently shares a food service director with another district and it **was not specifically outlined** in the original contract procurement, please email MDE-FSMC-Vended@michigan.gov to schedule a discussion of your contract with MDE prior to submitting your renewal.

The Equivalent Meal Factor has changed from \$4.6250 to \$4.9700 per USDA/MDE guidelines, and the Consumer Price Index for All Urban Consumers (CPI-U) for the Midwest Region for December 2024 is 3.1% as released by the U.S. Bureau of Labor Statistics. Negotiated rate increases **will not** be allowed for this contract renewal.

If you have any questions or need more information, please email MDE-FSMC-Vended@michigan.gov with "Contract Renewal" in the subject line. Thank you for your efforts to provide and administer School Nutrition Programs that are an important benefit for the health of Michigan's children.

Sincerely,

Emily Ross, RDN
Program Compliance Manager
Food Distribution Unit
Office of Nutrition Services
Michigan Department of Education
RossE@michigan.gov

Best regards,

Chad Sharpe MPA

Center Director
Juvenile Justice Center (JJC)
Genesee County 7th Circuit Court
(810) 733-3820
Ext. 8900





Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1789

Agenda Date: 5/21/2025

Agenda #: 5.

To: Board of County Commissioners

From: Joshua Freeman, Director of Administration

RE: Approval of a resolution acknowledging June 2025 as Pride Month in Genesee County

BOARD ACTION REQUESTED:

Approval of a resolution acknowledging June 2025 as Pride Month in Genesee County

BACKGROUND:

DISCUSSION:

IMPACT ON HUMAN RESOURCES:

IMPACT ON BUDGET:

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, the United States of America, in its Declaration of Independence, asserts the self-evident truth that all human beings are created equal and that all people possess the right to life, liberty, and the pursuit of happiness; and

WHEREAS, that same Declaration of Independence asserts that government is established in order to secure and protect these rights; and

WHEREAS, the United States Constitution - in its 14th Amendment - guarantees the equal protection of the laws; and

WHEREAS, the Genesee County Board of Commissioners, as the government of Genesee County, has previously adopted a non-discrimination policy pledging itself to adhere to these founding beliefs; and

WHEREAS, Genesee County government affirmatively values and has worked to establish an inclusive, collaborative culture where everyone is needed and valued; and

WHEREAS, the County's LGBTQ+ residents and visitors are part of the human family with the same fundamental rights to equal treatment and equal protection as others; and

WHEREAS, the month of June, all over the world, is recognized as Pride Month, in celebration of the many contributions made by members of the LGBTQ+ community to every endeavor, occupation, and sphere of life; and

WHEREAS, LGBTQ+ residents of Genesee County have made - and continue to make - significant contributions to the quality of life in all sections and all sectors of our County.

NOW, THEREFORE, BE IT RESOLVED, that the Genesee County Board of Commissioners acknowledges June 2025 as Pride Month in Genesee County and encourages all those who wish to celebrate to do so proudly.