

**AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO
AND ARAMARK CORRECTIONAL SERVICES, LLC
FOR INMATE COMMISSARY SERVICES**

This **COMMISSARY AGREEMENT** ("the Agreement") is made as of February 1, 2019, between the **County of Winnebago, Illinois**, with an office at 404 Elm Street, Rockford, Illinois, 61101 (the "County"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business at the Aramark Tower, 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark"). The Winnebago County (Illinois) Sheriff's Office may simply be referred to in the Agreement as the "Sheriff." The County and Aramark do hereby enter into this **Commissary Agreement** to provide commissary goods and services at the Winnebago County Jail. Aramark shall provide commissary goods and services for the inmates at the Winnebago County Jail upon the terms and conditions as set forth herein.

WITNESSETH:

1. **GRANT:** The County hereby grants to Aramark the exclusive right to provide commissary services for its inmates, staff and visitors to the Winnebago County Jail located at 650 W. State Street, Rockford, Illinois 61102 (the "Facility"). Aramark shall provide a large selection of food (including but not limited to kosher food), candy and gum, snack items, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the "Products"), all of which shall be subject to the approval and removal by the Sheriff. The Sheriff hereby approves all Products set forth on the **Product List attached hereto as Exhibit A**. In addition, Aramark shall also provide an indigent inmate kit at cost to indigent inmates, set forth on the **Indigent Kit List attached hereto as Exhibit B** (collectively the "Indigent Products"). For purposes of this Agreement, indigent inmates are defined as those with \$1 or less in their personal fund accounts. The Sheriff may modify the definition of indigent inmates at any time during the term of this Agreement. No Products shall be distributed that have exceeded their "use by," sell by or similar expiration date. Aramark shall provide commissary items to inmates on a regularly scheduled basis and not less than once weekly. Aramark shall maintain an adequate inventory to ensure a minimum 99% Products and Indigent Products availability for all commissary items. The frequency of inmate commissary ordering, inmate spending limits, and delivery days shall be mutually determined by the Sheriff and Aramark.

2. **OPERATIONAL RESPONSIBILITIES:**

A. FACILITIES AND EQUIPMENT:

The County shall provide Aramark with office and storage facilities at the Facility, completely equipped and ready to operate together with such heat, and utilities services as may be reasonably required for the efficient performance of the services. Aramark shall be responsible for long distance telephone service from said office and storage facilities. The County shall be allowed to install two security cameras in said new commissary office and storage areas. Said new office and storage facilities shall be approximately 30½ feet wide by 32 feet long. During the term of the Agreement, the County shall give Aramark a key to the new door for Aramark

employees to enter said office and storage areas. Aramark employees shall have access to said new office and storage areas only from a hallway to the office and storage area. Aramark employees shall not enter the warehouse area adjacent to said office and storage areas without the explicit consent of the Sheriff. Said new door for said office and storage area shall be paid for out of Aramark's "financial commitment" to the County detailed in Section 3. J of this Agreement.

Aramark shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to Aramark's CORE® commissary management information systems (the "CORE® System") as necessary to support Aramark's commissary operations. In connection with the CORE® System, at no cost to the County, Aramark shall install, service and provide ongoing support and training to the Sheriff's employees on all of the following in the Facility: two (2) Lobby payment services kiosks, networked and integrated to CORE®; two (2) Intake booking kiosks, networked and integrated to CORE® and which shall accept bulk paper currency, as well as coins; two (2) Bonding kiosks, networked and integrated to CORE®; twenty-eight (28) in-pod FLEX kiosks, networked and integrated to CORE® with the ability for inmates to order commissary, file grievances, schedule medical appointments, and view trust fund balances, with said kiosks containing the Inmate Handbook.

Aramark shall maintain all the kiosks mentioned in this Section 2. A of this Agreement to ensure they are fully functional 24 hours per day, 7 days per week, throughout the term of this Agreement. Aramark shall comply with the County's information technology (IT) security policies and procedures. Aramark shall resolve all hardware, software, or other system-component problem(s) and/or failure(s) that renders all said kiosks mentioned in this Section 2. A of this Agreement within the timelines set forth in Aramark's "Service Level Agreements," said "Service Level Agreements," incorporated by reference herein and attached hereto as Exhibit C. Aramark shall be responsible for the maintenance, performance, security, upgrade, backup and recovery of the server and any computer Aramark uses to establish connection with County networks, including both hardware and software. Aramark shall maintain the server and computers with the most current versions of the operating system software, security software and critical patches at all times. For security software that requires data such as virus definitions, Aramark shall maintain data at all times. Aramark shall maintain its CORE® System to ensure that it is fully functional 24 hours per days, 7 days per week, throughout the term of this Agreement. At no cost to the County, Aramark or it's designee shall secure bonded courier service to collect all cash deposited through the Lobby, Bonding and Intake kiosks, but no less than once a week during the term of this Agreement. Aramark may use an alternate method for collecting funds as long as it includes adequate security measures and does not rely on Facility staff to provide security. Aramark shall assume full responsibility for the security of all cash deposited in the Lobby, Bonding and Intake kiosks. Aramark shall assume full responsibility for counterfeit bills and counterfeit coins accepted by the Lobby, Bonding and Intake kiosks and shall not deduct deposits posted into an inmate's account without the consent of the Facility Superintendent or his designee.

Aramark shall remove all Computer Equipment upon the expiration or termination of this Agreement. The CORE® System is and shall at all times be owned by Aramark, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. Aramark shall be responsible to support and

maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for any County-owned equipment. The County shall run such cable and wiring, and shall perform such systems integration, as necessary to enable the CORE® System to support Aramark's commissary operations. In addition, the County shall be responsible for development and other costs incurred by Aramark that are associated with the County's third party agreements, such as the agreement covering the County's or the Facility's telephone system.

i. **Technology Start Date:** Notwithstanding the foregoing, the parties mutually agree that to allow Aramark thirty (30) days to install and implement the technology services described in paragraphs 2A Facilities and Equipment; 3B Trust Fund; 3G iCare; and 3H Global Tel Link. ~~From February 1, 2019 through March 2, 2019 the commissary services shall operate using bubble sheets.~~ Effective March 3, 2019, Aramark shall switch from bubble sheets and begin to implement the technology services described in the Agreement.

all services are to start effective on 12:01 AM March 3, 2019 per Supt Redmond. By Amy Johns

B. **FORCE MAJEURE:** In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's Product offerings and service methods. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

*By Amy Johns
Purchasing
for Winnebago
County
12/26/18*

C. **PRODUCT DELIVERY:** With minimal assistance from Facility staff other than providing security, Aramark shall deliver all Products, Indigent Products and online orders to inmates, and shall pickup and return to the commissary warehouse Products returned by inmates to Aramark at its commissary facility, in a timely manner. Aramark shall make every effort to deliver Products, Indigent Products and online orders to inmates. In the event the order is undeliverable, Aramark shall attempt to redeliver the order on the next delivery date, unless the inmate has been released from the Facility. Commissary orders must be delivered in reusable mesh bags that comply with the County's green initiative. The mesh bags are see-through to provide safety and security. After delivery of an order; Aramark shall take the bag back and reuse it for future deliveries. The bags are color coded to provide additional security and clarity (Example: Bags that are white represent in-house commissary orders and bags that are green represent iCare orders). All items placed in the delivery bag must appear on the approved commissary menu. Any commissary delivery bag containing items that do not appear on the approved commissary menu will be cause for immediate termination of this Agreement. In the event a commissary order is undeliverable, Aramark will attempt to redeliver the order on the next delivery date, unless the inmate has been released from the Facility.

If the inmate has been released from the Facility prior to Product delivery and fails to claim such Product from the Facility within ten (10) days after release, the Product shall become the property of the Sheriff. Aramark shall send a report regarding all refunds/credits to the County's

Finance Director and County Auditor on a weekly basis. The report shall include the inmate's name, inmate number, list of item(s) not delivered, including a count for each item, amount of the credit, reason for the credit/refund and date(s) Aramark attempted to deliver.

Aramark shall respond to inmate complaints/grievances, credit/product requests, or any other type of inmate correspondence pertaining to commissary items within 48 hours. Aramark shall provide the Sheriff with inmate communication forms at no cost to the County.

D. SANITATION: Aramark shall be responsible for janitorial service in the commissary areas under Aramark's control, and the County shall provide janitorial services for the remainder of the Facility. The County shall be responsible for extermination services and the removal of trash and garbage from the commissary areas.

E. PERSONNEL: Aramark shall provide in the Facility experienced on-site management and supervisory personnel, and from Aramark's headquarters location, expert administrative and purchasing advice related to the commissary operation. Said on-site management and supervisory personnel shall oversee sales and delivery of commissary orders; ensure the satisfactory performance of services, and serve as the point of contact in the ordinary course of business. Upon written request by the County, Aramark shall assign a new on-site manager within 30 days. All other commissary personnel shall be the Sheriff's employees or inmates. The Sheriff shall provide two to three inmate workers, two to three times a week, for up to a combined total for all inmate workers of fifteen (15) hours per week to assist with packing the commissary and iCare bags and storeroom functions. Inmate workers can be used except during lockdown or other emergencies. Aramark utilizes inmate workers at its own risk. Any assistance provided by any inmate worker will be strictly voluntary. The Sheriff shall provide security and assignment of appropriate inmates, but not supervision of daily tasks related to the commissary operation, said supervision shall be by Aramark staff. The Sheriff has the final decision on the inmate worker schedule.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, technical manuals, policy and procedure manuals and plans, techniques, including, but not limited to, the CORE® System, and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis to Aramark's supervisor employees. Therefore, the County agrees that supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employee were formerly employees of the County). For the purposes of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement. Aramark shall provide the staffing to operate two of Aramark's GoCarts throughout the entire Facility at times to be mutually agreed upon by the Sheriff and Aramark

The Sheriff retains the right to thoroughly investigate any current or prospective Aramark employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including, but not limited to, the Federal Polygraph Protection Act, as amended. All Aramark staffing shall be subject to the Sheriff's background check before entry into the Facility. A security clearance shall be required for all Aramark employees who will gain access into the Facility. Aramark shall provide to the Sheriff in advance (normally at least two weeks before they would enter the Facility) the full name, date of birth, and address for all prospective Aramark employees who may enter the Facility subject to said background check. No convicted felons, persons with criminal cases then pending against them or persons convicted for a crime involving theft, fraud, an assault or battery upon a law enforcement, court security or correctional officer shall be allowed to enter the Facility. The Sheriff reserves the right to refuse entrance to the Facility to any person(s) not in possession of a Sheriff's security clearance or revoke any Sheriff's security clearance issued at the Sheriff's discretion. All personnel working for Aramark who come into the Facility must abide by the Sheriff's rules, regulations, policies and procedures. Aramark shall prohibit sexual contact or any other inappropriate contact between the inmates of the Facility and the employees of Aramark, its affiliates, agents, representatives or members of its Board of Directors during the term of this Agreement. Aramark shall prohibit its, employees, affiliates, agents, representatives and/or members of its Board of Directors from engaging in any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature towards inmates and/or staff of the Facility.

Aramark shall comply with the Facility's zero-tolerance police related to the sexual assault or rape of offenders/inmates, or sexual misconduct toward any offender/inmate. Prior to first starting to work in the Facility, Aramark's employee's, agents and representatives who have contact with inmates, shall attend and successfully complete any and all staff training(s) related to the Prison Rape Elimination Act, as required by the Sheriff. The County shall provide the training(s) at no cost to Aramark. Aramark shall be responsible for expenses incurred, including salary, in connection with said training by its employees, agents and representatives.

F. EQUAL EMPLOYMENT OPPORTUNITY: Aramark shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of age, race, color, religion, sex, sexual preference, national origin, ancestry, physical or mental disability, height, medical condition, political beliefs, weight, age, marital status, or other criteria made illegal by Illinois or federal law or the County's policies. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

G. INSURANCE: Aramark shall procure, for the Agreement term and any extension of it, all of the insurance required below. In order to determine financial strength and reputation of insurance carriers, all companies providing the insurance coverage required shall be licensed or approved by the State of Illinois and reasonably acceptable to the County with a A.M. Best Rating of at least A-VIII. Prior to executing this Agreement, Aramark shall furnish certificates of insurance, to the County's Finance Director as follows:

Workers' Compensation including Occupational Diseases

Coverage A: Illinois Statutory limits including broad form all-states coverage.

Coverage B: \$1,000,000 E.L. each disease
\$1,000,000 E.L. each employee
\$1,000,000 E.L. policy limit

Commercial General Liability for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$2,000,000
- b. General aggregate- \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

General Liability Coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

General liability coverage shall include the following endorsement:

Additional Insured Endorsement, which shall read:

"County of Winnebago, Illinois, and members of the County Board of Winnebago County, Illinois, and the elected and appointed officials, officers, agents, and employees of both Winnebago County Illinois, and the Winnebago County, Illinois Sherriff's Office, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County and the County's elected and appointed officials, agents and employees shall be excess only and not contributing with insurance provided under this policy. Any insurance coverage (additional insured or otherwise) that Aramark provides for the Additional Insureds shall only cover insured liability assumed by Aramark in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.

Automobile Liability:

When any motor vehicles are used in connection with the work to be performed, covering all owned, non-owned and hired automobiles, trucks and trailers, Aramark shall provide automobile liability coverage of \$1,000,000 per occurrence for bodily injury and property damage.

Liability – All Autos: Bodily Injury & Property Damage \$1,000,000 per Occurrence

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Aramark and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Aramark pursuant to this Agreement, including but not limited to the provisions concerning indemnification. Should any of the work under this Agreement be sublet or given to Aramark's affiliates, Aramark shall require each of its affiliates and/or subcontractors to carry the

aforementioned insurance coverages, or Aramark may insure its affiliates and/or subcontractors under its own insurance policies. The County reserves the right to withhold payment to Aramark in the event of material noncompliance with the insurance requirements detailed above. Aramark's insurance as stated above in this Section 2. G of the Agreement must be effective during the entire term of the Agreement and any extension of said term. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and shall be delivered, as applicable, in accordance with policy provisions.

Certificates of Insurance evidencing all the above required insurance, prior to the commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least ten (10) days prior to the expiration of cancellation or material change of any such policies. Forward Notices and Certificates of Insurance to:

Winnebago County PURCHASING DIRECTOR
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

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

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

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

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

K. RETURN OF EQUIPMENT: Aramark shall return to the County at the expiration or on any termination of this Agreement the commissary areas under Aramark's control 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 such commissary areas and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that such equipment may have been stolen by persons other than employees of Aramark without negligence on the part of Aramark or its employees.

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

3. FINANCIAL ARRANGEMENTS:

A. PRODUCT ORDERS: Aramark shall process orders for Products from inmates in accordance with Aramark's standard procedures. Aramark shall have access to each inmate account including but not limited to 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.

B. TRUST FUND: Aramark shall manage all functions of inmate trust fund accounting. Aramark shall open a new bank account and the County shall transfer the starting dollar amount equal to the total, aggregate inmate balances upon the effective date of this Agreement. Aramark will post all intake monies and mail monies to the trust fund accounting system on the next business day after its receipt of such monies. Upon an inmate's release from the Facility, any monies remaining on an inmate's trust fund shall be transferred by Facility staff

to a debit card that will be issued to the inmate for the balance remaining on their trust fund. Aramark shall provide said debit cards to the Sheriff at no cost to the County. Aramark shall remit to the County any monies collected from transactions charged to the inmates (i.e. medical charges, daily charges, and any other fees allocated by the County to be charged) once per month and complete the monthly bank reconciliation.

Aramark shall provide any and all reports requested by the County detailing all commissary transactions including, but not limited to, the transaction date, inmate's full name, inmate's Facility number (MID#), list of item(s) delivered, total pre-tax charges/credit to inmate's account and breakdown of charges/credits by commission type. Aramark shall cooperate with the County's periodic review of Aramark's performance. Aramark shall make itself available onsite to review the progress of the project and Agreement, as requested by the County. Aramark agrees to extend to the County or the County's designees and/or the designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure the progress of the project and Agreement is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

C. BILLING AND PRICES: Aramark shall determine the prices at which Products shall be sold, however pursuant to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250, prices of Products charged to inmates shall not exceed those prices for those same Products if sold in local community stores nor shall the prices charged for postal supplies exceed those for those same postal supplies sold at local post offices. Aramark shall supply indigent kits to indigent inmates as requested by the County at cost. Aramark shall not modify the cost of the Products and Indigent Products without the express prior written consent of the County. The County will consider Aramark's written request(s) to modify commissary prices when the modification is due to changes in Aramark's costs including, but not limited to, manufacturer price changes, product changes, labor, or shipping-related costs. All written requests for price changes must be accompanied by appropriate documentation, as determined by the County, to substantiate the requested price changes. The decision to approve or deny a price modification request is at the sole discretion of the County and shall be final. Any modification in the cost of the Products and Indigent Products shall be in accordance with Illinois County Jail Standards set forth in Title 20, Part 701.250 of the Illinois Administrative Code as stated at the outset of this paragraph. Aramark will have the right to implement price increases ten (10) working days after written notice is given and approved in writing by the County. Inmates shall not be charged the increased prices until after the commissary menu has been revised to reflect the increased prices and distributed to inmates at the time they place their commissary orders. The Sheriff may place dollar limitations on inmates' purchases, which the Sheriff may periodically adjust.

Aramark shall submit to the County's Finance Director, the County's Auditor, the County Administrator, and Sheriff's Executive Assistant for Fiscal Services, 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 and services provided by Aramark during such week, if any. The terms "Gross Sales" shall mean total commissary sales (including, but not limited to, sales of products, stamps, and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the inmate by Aramark, and the Product is not returned by the inmate. 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 from the Facility prior to Product delivery, and fails to claim such Product from the Facility within ten (10) days after release, the Product shall become the property of the Sheriff.

D. MANNER OF PAYMENT: Aramark shall bill the County on a weekly basis for Gross Sales made during the immediately preceding week, together with any additional services provided during such week. Payment, pursuant to the Illinois Prompt Payment Act, 30 ILCS 540/0.01 *et seq.*, shall be made to Aramark Correctional Services, LLC. Aramark shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the County Auditor, the County's Finance Director, the County Administrator and Sheriff's Executive Assistant for Financial Services.

E. GUARANTEED MINIMUM COMPENSATION TO THE COUNTY:

1) **Commission Guarantee:** During the term of this Agreement and any extensions thereof, Aramark shall guarantee and compensate the County a minimum monthly commission of \$32,500 (the "Guarantee"). Aramark agrees to reimburse County for the amount, if any, by which actual commission on Gross Sales fall below the Guarantee for the corresponding month, payable by check to the County within fifteen (15) days after the end of each month.

2) **Guarantee Conditions and Assumptions:** Aramark's obligation to reimburse County in accordance with the Paragraph 1 above is contingent upon the following conditions and assumptions remaining in effect:

(a) Aramark shall be the exclusive commissary service provider to the Facilities.

(b) Aramark's iCare, GO-Cart, Retail Promotions and GTL/TouchPay programs shall be installed, activated, and implemented as agreed. "Retail Promotions" include certain discounts, promotional items, holiday promotions, and new item introductions to inmates.

(c) Inmate spending limits shall remain at current levels or higher which at the time of execution of this Agreement is \$75/week per inmate.

(d) Facilities listed in the Agreement shall not be removed from the scope of services.

(e) Pursuant to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250 and all the other terms and conditions of Section 3. C of this Agreement, if Aramark sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, Aramark may increase its prices to recover such increased costs. Additionally, Aramark may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of Aramark's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values, subject to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250 and

all the other terms and conditions of Section 3. C of this Agreement.

(f) Subject to all the other terms and conditions of this Agreement, County and its representatives and employees shall fully cooperate with Aramark and its representatives in the implementation of the commissary and any modifications to the program.

(g) County and/or any facility affiliated with County shall neither hire any supervisory employee of Aramark, nor permit any supervisory employee of Aramark to be employed on County's premises or on the premises of any facility affiliated with County during the term of the Agreement or for a period of 12 months subsequent to the expiration of the Agreement (unless such employees were formerly employees of County) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a commissary service provider. For the purpose of this provision, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on County's premises at any time during the term of the Agreement.

In the event any of the foregoing conditions or assumptions is not met during the term of the Agreement, Aramark's obligation to pay the Guarantee shall cease and Aramark and County agree to renegotiate the Guarantee.

F. COMMISSIONS: As compensation for allowing Aramark to provide inmate commissary services, Aramark shall pay a commission to the Inmate Trust (Commissary) Fund in an amount equal to **forty-two percent (42%) of Net Sales made in such month**. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, "Net Sales" means total Product Sales for inmate Commissary, Go-Cart, (excluding all sales of stamps and pre-stamped envelopes, indigent kits, or any other item sold at cost, all of which will have no commission) less sales or use taxes and authorized returns. Notwithstanding the foregoing, for the purposes of commissions paid pursuant to this Section 3.F., Net sales shall not include sales from iCare; commissions for those services shall be paid pursuant to Section 3.G.

G. iCARE: Aramark shall implement, provide and maintain its iCare program at the Facility. iCare is an online ordering system to allow friends and families of inmates to order commissary products online and have them delivered to inmates. Aramark shall ensure that all products made available online are listed in the approved commissary list included as Exhibit A to this Agreement. Aramark shall not add any product that is not listed in the approved commissary list. The County will consider the addition of seasonal specials. Any additions and/or changes are subject to the approval of the County. Pricing for commissary items sold online shall be the same as or lower than the pricing in the approved commissary list included as Exhibit A to this Agreement. Aramark may bundle items as long as the prices of the individual items are the same as or lower than the price listed in the approved commissary list. Aramark shall not modify the cost of items or add any fees without the express written consent of the County. Aramark may charge a service fee for online commissary purchases. The fee will apply to each order, regardless of the number of items included in that order. Aramark shall provide a means for the County's authorized representative to independently run a sales report for any given period to match with the commissary commission issued to the County. The sales report must access information

directly from Aramark's iCare database and must not be subject to modifications by Aramark. The sales report must be in Microsoft Excel format or exportable to Excel. Aramark shall be responsible for monitoring fraudulent activities. Online orders made by the family or friends of an inmate shall not be deducted from the inmate's personal fund account without the inmate's written consent.

The County shall earn a commission in an amount equal to **thirty percent (30%) of Net Sales of all iCare packages**. For purposes of this Paragraph, "Net Sales" means total iCare sales, less sales or use taxes authorized returns and handling charges.

H. GLOBAL TEL*LINK: The parties acknowledge that Aramark has a contractual relationship with Global Tel*Link ("GTL") that is a third party supplier of payment processing services. Aramark shall implement payment processing services for commissary and bail/bond payments ("Services") at the Facility. GTL shall accept commissary and self-release payments made by cash, credit card or debit card. GTL shall charge each person who uses the Services a transaction fee in accordance with the fee schedule set forth on Exhibit D and are incorporated by reference herein. Aramark shall not increase the amounts set forth on Exhibit D or add any interest and/or surcharges without the express prior written consent of the County. The service fee must be disclosed to the user prior to finalizing the deposit. Users must be offered the option of canceling the deposit transaction if they object to the service fee amount. Aramark shall provide and maintain a toll-free number with English and Spanish speaking customer service representatives to assist monolingual customers. Aramark customer service representatives must handle and resolve all issues related to deposit services including kiosk malfunctions, website failures, and transaction failures. Said toll-free number must be posted next to all deposit kiosks. Aramark shall be responsible for monitoring fraudulent activities. Deposits posted in an inmate's account as a result of fraudulent activity, including but not limited to the use of counterfeit bills or stolen credit cards, shall not be deducted from the inmate's personal fund account without the written consent of the Facility Superintendent or his designee.

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

J. FINANCIAL COMMITMENT: Upon execution of this Agreement by both parties, Aramark shall make to the County a payment in the amount of Two Hundred Seven Thousand Dollars (\$207,000) (the "Financial Commitment"). County agrees to invest the Financial Commitment in the commissary operation at the Facility. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark 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 (5) 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 Aramark 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 Aramark.

K MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such proposed increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall attempt to mutually agree upon modification(s) to offset the impact of the proposed increase or change, which possible modifications may include any or a combination of the following: an adjustment to Aramark's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to Aramark's scope of services. However, any said possible increases, modifications or changes shall be subject to all the other terms and conditions in this Agreement including, but not limited to, the prices of products charged to inmates pursuant to Illinois Administrative Code, 20 Ill. Admin. Code 701.250.

4. ACCESS AND RETENTION OF RECORDS: Aramark shall maintain financial records adequate to show that County funds paid under this Agreement were used for purposes consistent with the terms of this Agreement. Records shall be maintained by Aramark during the term of this Agreement and for a period of three (3) years after the Agreement expires or is terminated, or until all claims have been resolved, whichever period is longer, unless a longer period is required under this Agreement.

5. TERM OF AGREEMENT: The initial term of this Agreement shall commence February 1, 2019 and shall remain in effect for a two (2) year period, unless terminated sooner as provided in Section 6 of this Agreement. By mutual agreement, and upon approval of the Winnebago County Board, this Agreement may be renewed for an additional two (2) year period. Thereafter, upon the approval of the Winnebago County Board, and by mutual agreement of the parties, the County and Aramark may extend this Agreement for an additional one (1) year period. For any year beyond the initial term of the Agreement, this Agreement is contingent upon the appropriation of sufficient funds.

6. TERMINATION:

A. TERMINATION WITHOUT CAUSE: The County may terminate this Agreement without cause upon sixty (60) days prior written notice to Aramark. This notice shall state the effective date of the termination.

Aramark may terminate this Agreement without cause upon 120 days prior written notice to the County. This notice shall state the effective date of the termination.

B. TERMINATION FOR CAUSE: The County may terminate this Agreement for cause upon written notice to Aramark for a default which is not cured within 90 days after receipt from the County specifying the nature of such breach or default. For purposes of this Agreement, cause includes, but is not limited to any of the following: (a) material breach of this Agreement by Aramark; (b) violation by Aramark of any applicable laws; (c) assignment by Aramark of this Agreement without written consent of the County pursuant to Section 10 of this Agreement. Such notice shall specify the reason for the termination and shall indicate the effective date of such termination. In the event of termination, Aramark shall deliver to the County copies of all reports and other work performed by Aramark under this Agreement.

C. CONSEQUENCES OF TERMINATION: If this Agreement is terminated under any circumstances, Aramark shall return to the County all County assets, supplies, materials or information in Aramark's possession. Aramark shall also provide the County with all inmate trust account fund balances and any other financial documents, information, records and data relative to inmate records that would enable the County or the County's designated service provider to assume operation of the inmate commissary service and Inmate Trust (Commissary) Fund. If this Agreement is terminated under any circumstances, Aramark shall be entitled to receive payments from the County for work completed prior to the termination date in accordance with the terms and conditions of this Agreement.

Aramark shall cooperate with the County and with any other entity which includes, but is not limited to, other agencies, vendors, or contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination.

7. NOTICE: All notices prescribed by this Agreement shall be in writing and shall be deemed effective upon their deposit in the U.S. mail, postage prepaid with return receipt requested and addressed:

For the County
Winnebago County Sheriff, Office
Gary Caruana
Winnebago County Justice Center
650 West State Street
Rockford, Illinois 61102

For Aramark
Aramark Correctional Services, LLC
2400 Market Street
Philadelphia, Pennsylvania 19103

With Copies to:
Office of the Winnebago County State's Attorney
Civil Bureau

Courthouse Building
400 W. State Street, Suite 804
Rockford, Illinois 61101

8. **CONFLICTS OF INTEREST:** Aramark shall prohibit any financial relationship or other conflict of interest between the Facility's inmates and Aramark's employees, affiliates, agents, representatives or members of its Board of Directors during the term of this Agreement.

9. **CONFIDENTIAL INFORMATION:** Aramark agrees to comply with and to require its employees and agents to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Agreement, their records, or services provided to them. Subject to the Illinois Freedom of Information Act, Aramark shall ensure that all information received from the County, including but not limited to services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such services. No person shall publish, disclose, permit or cause to be published or disclosed any list of persons receiving services, except as may be required in the administration of such service. Aramark agrees to inform all employees, affiliated, agents, and partners of the above provisions. In the event Aramark receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such a document is being requested, Aramark shall immediately give notice to the County's authorized representative in order to permit the County to seek a Protective Order or other similar order, or take appropriate action.

All financial, statistical, operating and personnel materials and information, including, but not limited to, the Aramark System, related to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") is and shall remain confidential and sole property of Aramark and constitutes trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration of any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any Aramark Proprietary Information, shall be returned to Aramark.

10. **ASSIGNMENT:** Aramark shall not assign this Agreement, either in whole or part, without the prior written consent of the County. Any assignment without said consent of the County shall be null and void. However, this provision shall not prohibit Aramark from assigning this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with Aramark. Any assignment to an affiliate of Aramark shall be subject to all of the terms and conditions of this Agreement.

11. **PRESS RELATIONS:** Aramark shall coordinate with the County on any and all press or media releases.

12. **PUBLICITY RIGHTS:** Neither Aramark nor the County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law.

Neither the County, nor Aramark and its affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as wells as communications to prospective clients (if applicable) and for use in such Party's marketing materials. The obligations of the County under this Paragraph are subject to its legal obligations under the Illinois Freedom of Information Act.

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

14. SEVERABILITY: If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

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

16. COUNTERPARTS: PDF AND FACSIMILE SIGNATURES: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

17. INDEMNITY: County shall not be liable for, and Aramark shall defend, indemnify and hold harmless the County, its agents servants, and employees and all elected and appointed officials of the County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Aramark or its contractors, affiliates, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. This also includes Aramark's use of inmates in the commissary service operations at the Facility, whether or not such liability is attributable to any act of negligence by Aramark, its officers, affiliates, employees, agents, consultants, subcontractors, owners or shareholders. Notwithstanding the foregoing indemnities, Aramark shall not be liable under this clause where liability results solely from a breach of security.

Aramark expressly understands and agrees that any Fidelity Bonds or insurance protection required of Aramark, or otherwise provided by Aramark, shall in no way limit the responsibility to indemnify the County Parties as hereinabove provided. Aramark shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect with any litigation in which Aramark is obligated to indemnify, defend and hold harmless the County under its Agreement with the County.

Aramark represents and warrants for the benefit for the County, and their users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied under this Agreement. Aramark shall, at its own expense, indemnify, defend, settle, and hold harmless the County against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Aramark shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

18. INDEPENDENT CONTRACTOR: Aramark and any of its affiliates, agents and employees, in the performance of this Agreement must act in an independent capacity and not as officers or employees or agents of the County.

Aramark shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, representative, or employee of the County. Aramark shall be solely responsible for the acts and omissions of its officers, affiliates, agents, employees, contractors, and subcontractors, if any.

Nothing herein shall be considered as creating a partnership or joint venture between the County, and Aramark. No person performing any services and/or supplying any goods shall be considered an officer, agent, servant, or employee of the County and/or Sheriff, nor shall any such person be entitled to any benefits available or granted to employees of the County and/or Sheriff.

Aramark is responsible for payment to its affiliates, or subcontractors and must monitor, evaluate, and account for the affiliate(s) and/or subcontractor(s) services and operations.

19. GOVERNING LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. Proper venue for legal action regarding this Agreement shall be in the County of Winnebago, Illinois.

20. COOPERATION WITH REVIEW: Aramark shall cooperate with County's periodic review of Aramark's performance. Aramark shall make itself available onsite to review the progress of the terms and conditions of the Agreement, as requested by the County, upon reasonable advanced notice.

Aramark agrees to extend to the County and/or the County's designee(s) and/or County auditor, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, Illinois and Federal regulations are met, and that adequate internal fiscal controls are maintained.

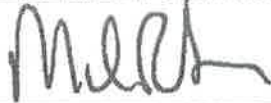
21. **ACCOUNTABILITY:** Aramark shall be required to submit status reports, covering such items as work in process, milestones attained, milestones missed, milestones to be completed, resources expended, problems encountered and corrective action taken. The County and County Auditor reserves the right to monitor all work performed, all records, and procedures to ensure that the project is achieving its purpose, and that applicable state and federal laws are met. Aramark shall cooperate fully with the County's Finance Director and County Auditor by providing information to the County's Finance Director and County Auditor upon request.

22. **COUNTY'S COVENANTS, REPRESENTATIONS AND WARRANTIES:** County hereby represents and warrants that its award of this Agreement to Aramark for the services hereunder complies with all applicable procurement laws, regulations and policies.

23. **FIDELITY BONDS:** Before receiving compensation under this Agreement, Aramark shall furnish to the County with evidence that all Aramark officials, employees, affiliates, subcontractors and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in a principal face amount of no less than one million dollars (\$1,000,000). If such bond is cancelled or reduced, Aramark shall notify the County immediately, and County may withhold further payment to Aramark until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of the County.

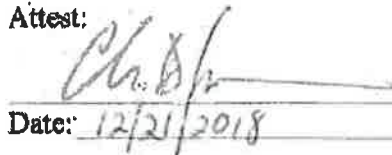
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

ARAMARK Correctional Services, LLC



Mark R. Adams
Vice President, Finance
Date: 12/21/18

Attest:



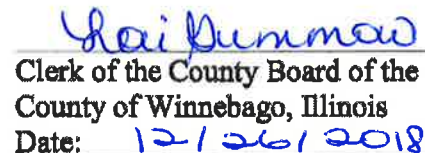
Date: 12/21/2018

COUNTY OF WINNEBAGO, ILLINOIS
an Illinois body politic and corporate



Frank Haney
Chairman of the County Board of the
County of Winnebago, Illinois
Date: 12-21-2018

Attest:



Clerk of the County Board of the
County of Winnebago, Illinois
Date: 12/26/2018