

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman

DATE: WEDNESDAY, MAY 15, 2024

Members: Aaron Booker, Jean

TIME: 5:30 PM

Crosby, Tim Nabors, Angie Goral,

LOCATION: ROOM 303

Kevin McCarthy, Chris Scrol

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

A. Call to Order

B. Roll Call

C. Approval of March 28, 2024 Minutes

D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.

E. Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services

F. Resolution Authorizing a Five-Year Agreement with Flock Group Inc. for the Deployment of License Plate Readers throughout Winnebago County

G. Future Agenda Items

H. Adjournment

Winnebago County Board
Special Public Safety and Judiciary Committee Meeting
County Courthouse
Conference Room 815, Behind County Board Room
400 West State Street
Rockford, IL 61101

Thursday, March 28, 2024
5:30 PM

Present:

Brad Lindmark, **Chairperson**
Aaron Booker, **Vice Chairperson**
Jean Crosby
Angie Goral
Kevin McCarthy
Tim Nabors
Chris Scrol

Others Present:

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives
Margie Lindmark, Citizen

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 14, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners
- F. Resolution Supporting the Application for Funding of an Integrated Case Management Platform for the Winnebago County, Illinois Court System
- G. New/Other Business
- H. Future Agenda Items
- I. Adjournment

Call to Order

Chairperson Lindmark called the meeting to order at 5:30 PM.

Roll Call

Chairperson Lindmark yes, Vice Chairperson Booker yes, Ms. Crosby yes, Ms. Goral yes, Mr. McCarthy yes, Mr. Nabors yes, Mr. Scrol yes.

Approval of February 14, 2024 Minutes

Chairperson Lindmark called for a motion to approve the minutes of February 14, 2024.

Motion: Vice Chairperson Booker. Second: Mr. Scrol.
Motion passed by unanimous voice vote.

Public Comment

Chairperson Lindmark omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners

Chairperson Lindmark called for a motion to approve the Resolution.

Motion: Vice Chairperson Booker. Second: Mr. Nabors.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Supporting the Application for Funding of an Integrated Case Management Platform for the Winnebago County, Illinois Court System

Chairperson Lindmark called for a motion to approve the Resolution.

Motion: Mr. McCarthy. Second: Ms. Crosby.

- Discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

None reported.

Adjournment

Chairperson Lindmark called for a motion to adjourn.

Motion: Mr. Nabors. Second: Vice Chairperson Booker.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Public Safety & Judiciary Committee
Committee Date: May 15, 2024
Board Date: May 23, 2024
Resolution Title: Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services

Budget Information

Budgeted? YES	Amount Budgeted? Yes, Revenue Contract and Expense Contract
If not, originally budgeted, explain the funding source?	
Over or Under approved amount? By:	
ORG/OBJ/Project Codes: 40115-43190 Descriptor: WCSO/Jail-Other Professional Services	
ORG/OBJ/Project Codes: 43100-42250 Descriptor: JDC-Food and Beverage	
Budget Impact? \$	

Background Information: In November of 2023, the Purchasing Department developed a Request for Proposals to combine our service agreements for the Winnebago County Jail and Juvenile Detention Center. Inmate Commissary, Kiosks and Banking was last negotiated in 2018 and Inmate Food Service in 2019. In an effort to streamline resources, stakeholders elected to contract all services into one agreement and a renewal option to align future renewal timelines. The new RFP also included laundry services.

The RFP was posted on DemandStar, in the Rockford Register Star, the County website and emailed to 18 people representing 11 suppliers. The Mandatory Pre-Proposal Meeting and Site Tour was attended by 10 people, representing five (5) suppliers. Two proposal options were received at the opening on December 19, 2023 (See Resolution Exhibit A).

After months of evaluating and finalizing negotiations, Aramark prevailed as the service contract provider for Inmate Commissary, Kiosks, Banking and Food Services. At this time, the evaluation committee ultimately decided Laundry Service was not necessary to include in the agreement. All proposed fees and commissions are outlined in the agreement reviewed by the State's Attorney's Office (See Resolution Exhibit B.) Due to inflation and rising costs, food service pricing has increased.

However, we were able to off-set some costs throughout the negotiation process (See Resolution Exhibit C). It will be helpful to note, food service pricing is also based on Jail and Detention Center populations. This contract also aligns with the fiscal year to support the budget process.

Aramark also provides a grant of \$150,000 in support of these operations to be used at the Facilities.

Recommended By: RFP Evaluation Committee

Contract/Agreement Information: The County would like to enter into an agreement with Aramark for an initial term of two (2) years, with the option to renew for three (3) additional one-year terms, not to exceed five (5) years. Upon contract execution, the agreement is through September 2025.

Follow-Up Steps: Purchasing Department will work with stakeholders to execute the final agreement.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

2024 CR

Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services

WHEREAS, the Winnebago County Jail and Juvenile Detention Center requires commissary, banking and food services for inmates and detainees; and

WHEREAS, the Winnebago County Purchasing Department accepted proposals for Inmate Commissary, Banking, Food, and Laundry Services – RFP#23P-2309; and

WHEREAS, proposals were received from two providers, See Resolution Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement, Resolution Exhibit B, for the aforementioned services and recommends awarding agreement to provide Inmate (and Detainee) Commissary, Banking and Food Services as follows:

ARAMARK CORRECTIONAL SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PENNSYLVANNIA 19107

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute a two (2) year initial contract agreement with the option of three (3) additional 1-year terms, not to exceed five (5) years, on behalf of the County of Winnebago, Illinois with ARAMARK CORRECTIONAL SERVICES, LLC, 1101 MARKET STREET, PHILADELPHIA, PENNSYLVANNIA 19107, in substantially the same form as attached Resolution Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Superintendent of Corrections, Director of Court Services, Juvenile Detention Center Administrator, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2024.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

REQUEST FOR PROPOSAL TAB

**INMATE COMMISSARY, BANKING, KITCHEN/FOOD AND LAUNDRY SERVICES
RFP #23P-2309 – DECEMBER 19, 2023 – 10:00 AM**

VENDOR		
Keefe Group-Trinity Services Group	Aramark	

OPERATING AGREEMENT
FOOD SERVICE & INMATE COMMISSARY SERVICES

This **OPERATING AGREEMENT** (the “Agreement”) is made as of February 1, 2024 (the “Effective Date”) by and between the **County of Winnebago, Illinois**, a body politic and corporate, with offices at 404 Elm Street, Suite 533, Rockford, Illinois 61101 (the “County”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 (“Aramark”). The County and Aramark are collectively referred to herein as “Parties” or individually as a “Party”.

WITNESSETH:

1. GRANT: The County hereby grants to Aramark and its affiliate the exclusive right to provide food and commissary services (including Go-Cart services, but excluding vending machine operation) for the County’s inmates, at the Winnebago County Justice Center, Winnebago County Jail located at 650 West State Street, Rockford, IL (herein referred to as the “Jail” or “Jail Facility”). The County hereby grants to Aramark and its affiliates the exclusive right to provide food service (excluding vending machine operation) for the County’s detainees at the Winnebago County Juvenile Detention Center located at 5350 Northrock Drive, Rockford, IL (herein referred to as the “Center”). (The Jail and Center are each individually herein referred to as a “Facility” or collectively as the “Facilities”). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to inmates in Jail and Center in accordance with this Agreement. The food service shall meet all current standards as established by:

- A.** The American Correctional Association
- B.** The Food and Nutritional Board of the National Academy Science as prescribed for inmates
- C.** The State of Illinois
- D.** The Illinois Department of Public Health
- E.** The Winnebago County Health Department
- F.** The Prison Rape Elimination Act of 2013
- G.** The Illinois Department of Juvenile Justice (Center only)
- H.** The Guidelines of the National School Breakfast and Lunch Programs (Center only)

Where a conflict arises with any of these standards, the more restrictive standard will prevail.

Aramark 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 approval of the County. The County hereby approves all Products set forth on **Attachment A** attached hereto. In addition, Aramark shall also provide the Products set forth on **Attachment B** attached hereto to indigent inmates (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.

2. OPERATIONAL RESPONSIBILITIES:

A. Facilities and Equipment: The County shall, at its expense, provide Aramark with adequate preparation kitchen, office, and storage facilities at the Facilities, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for the efficient performance of the Agreement. Aramark employees shall not enter the warehouse area adjacent to its designated office and storage area without the explicit consent of the Sheriff.

The County shall furnish building maintenance services for the Facilities and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Jail Facility. The Center Facility at their expense shall provide serving trays and reusable and/or disposable utensils, cups, and plates. However, Aramark shall provide disposable trays with lids for room service at the Center.

Aramark shall maintain 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 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. For the purposes of this Agreement, the CORE® System is for commissary services at the Jail Facility.

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 run such cable and wiring, and shall perform such systems integration, as necessary to enable to 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.

B. Emergency Plan: Aramark shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within sixty (60) days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery: Aramark personnel shall prepare meals at the Jail, shall transport such meals to appropriate areas including the Center and shall return all trays and delivery equipment to the Jail in a timely manner.

Aramark shall provide personnel and all equipment required to properly transport and serve the food at the Center three (3) times per day, seven (7) days per week. Food must be prepared, delivered, and able to be served at the Center starting at the following times:

8:15 AM Breakfast; 12:00 PM Lunch; 4:30 PM Dinner

Jail meal times: 7:00 AM Breakfast; 11:00 AM Lunch; 4:00 PM Dinner

The Jail and the Center reserve the right to modify meal times during the term of the agreement. The County shall provide Aramark with reasonable notice of any temporary modifications to the meal times and at least two (2) weeks' notice of any permanent modification to meal teams.

All ordered sack lunches shall be delivered with the Breakfast meal. The evening snack shall be delivered daily but not later than with the delivery for Dinner.

Aramark agrees to keep at least fifteen (15) servings of milk and juice stored at the Center on a daily basis.

D. Commissary 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.

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 cred, 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 forty-eight (48) hours. Aramark shall provide the Sheriff with inmate communication forms at no cost to the County.

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 ninety nine percent (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 Parties.

E. Food Products and Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies necessary for the performance of this Agreement. Products purchased for use in the food services shall be the property of Aramark. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturers and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

Aramark shall receive, store, and use government commodities for meals prepared for the Center detainees. All commodities are to be inventoried and the Center shall be reimbursed by Aramark for the commodity value of the product including freight costs at the time the product is used. Government commodities received on behalf of the Center may only be used for meals prepared for the Center.

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

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

H. Sanitation: Aramark shall be responsible for daily cleaning and janitorial in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. Aramark shall be responsible for janitorial service in the commissary areas under Aramark's control, and the County shall provide janitorial services for the remainder of the Facility. The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

At the Center, Aramark shall take the trash from the kitchen and dining room to the County provided trash receptacle located outside of the Center on at least a daily basis. Further, at the Center, upon completion of each meal, Aramark shall be responsible for cleaning the floors of the kitchen, storage and preparation areas utilized in providing the services pursuant to this Agreement.

I. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. 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 for the County in the ordinary course of business. Upon written request by the County, Aramark shall assign a new on-site manager within thirty (30) days. The County shall provide a mutually agreed upon number of inmate workers at the Jail Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions. Inmate workers can be used except during lockdown or other emergencies. Aramark utilizes inmate workers at its own risk. 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, in consultation with Aramark, has the final decision on the inmate worker schedule.

For Food Service, at a minimum, there shall be a Food Service Manager, one Assistant Food Service Manager, and five other full-time staff (not including Commissary employees of Aramark) per day. On weekends and holidays, the minimum number of staff must be four (4) per day. Aramark shall have adequate staff to supervise inmate labor, while meals are being prepped for, prepared and served and during clean up. At no time will the kitchen be left unstaffed/unsupervised. For Food Service, Aramark agrees to have staff who are certified as Food Safety Managers on site at all time when food is being prepared and/or served.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, 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 management and supervisory employees. Therefore, the County agrees that management and 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 management and supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and 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 Jail Facility at times to be mutually agreed upon by the Sheriff and Aramark. Aramark agrees that the personnel it provides under this Agreement remain its employees and shall not be considered employees of the County for any purpose, and the County shall not be liable for any insurance, withholding of taxes or any other obligation which is typically the responsibility of an employer.

The Sheriff and/or the Detention Superintendent retains the right to thoroughly investigate any current or prospective Aramark employees assigned to the Facilities, 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 and/or Detention Superintendent's criminal background check and Child Abuse and Neglect Tracking System before entry into the Facilities. A security clearance shall be required for all Aramark employees who will gain access into the Facilities. Aramark shall provide to the Sheriff in advance (normally at least two weeks before they would enter the Facilities) the full name, date of birth, and address for all prospective Aramark employees who may enter the Facilities 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 Facilities. The Sheriff and/or the Detention Superintendent reserves the right to deny access to the Jail or Center to any person(s) not in possession of a Sheriff's and/or the Detention Superintendent's security clearance or revoke any Sheriff's and/or the Detention Superintendent's security clearance issued at the Sheriff's and/or the Detention Superintendent's discretion. All personnel working for Aramark who come into the Jail or Center 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 detainees at the Center 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 Jail and detainees and/or staff of the Center.

Aramark shall comply with the Jail and Center's zero-tolerance policy 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 Facilities, Aramark's employees, 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 (PREA), as required by the Sheriff and/or Detention Superintendent. 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.

J. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual

orientation, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

K. Insurance: Aramark shall provide and maintain the following insurance coverage:

COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent Proposers, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

WORKERS' COMPENSATION: Contractor shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance. Policy must be endorsed with waiver of subrogation against the Winnebago County Sheriff's Office and the County.

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 Sheriff'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.

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. K of this Agreement must be effective during the entire term of this 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, Suite 202
Rockford, Illinois 61101

L. Business Automobile Liability Insurance Aramark shall carry Business Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence, combined single limit Bodily Injury Liability and Property Damage and must include owned vehicles and hired and non-owned vehicles.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

M. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead,

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

Aramark will not be responsible for any conditions that existed in, on, or upon the Facilities before the commencement date of this Agreement (“Pre-Existing Conditions”), including, and 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.

N. Damages: Aramark’s liability hereunder shall not under any circumstances exceed the greater of the net revenue received by Aramark pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.K.). 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.

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

P. License, Fees, Permits, and Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food and commissary service operations. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. Aramark, as the

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

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

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

B. Price: The pricing set forth on Attachment, attached hereto, shall apply for the periods as set forth on Attachment C.

C. Additional Services: Food, beverage, and other services required or desired by the Facilities outside the scope of this Agreement shall be provided by Aramark upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

D. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. Invoices and billing shall be separated between the Jail and the Center. The invoices shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Inmate/Detainee meals
2. Staff/visitor meals
3. Any additional food, beverage, or other services, as required

Aramark shall provide the County with a comprehensive weekly summary of meals, services, and credits. This summary shall be forwarded to the Superintendent of Jail, Sheriff's Executive

Assistant for Fiscal Services, Superintendent of Juvenile Detention, Executive Assistant to Director of Court Services each week.

E. Manner of Payment: Payments per the Illinois Prompt Payment Act (50 ILCS 505/1 *et seq.*).

F. Commissary Product Orders: Aramark shall process orders for Products from inmates in accordance with Aramark'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 Aramark shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

G. Commissary 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 \$1.50, as set forth on Attachment B, attached hereto. 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, software-related 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 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 Superintendent of Jail, 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 or services provided by Aramark during such week, if any. The term "**Gross Sales**" shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the County for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final, and no returns will

be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered.

H. Guaranteed Minimum Compensation to the County:

1) Commission Guarantee: Effective October 1, 2024 and throughout the remainder of the term of this Agreement and any extensions thereof, Aramark shall guarantee and compensate the County a minimum monthly commission of Fifty Thousand Dollars (\$50,000.00) (the "Guarantee"). Aramark agrees to reimburse County for the amount, if any, by which the actual commissions payable under this Agreement falls below the Guarantee for the corresponding Agreement month, payable by check to the County within fifteen (15) days after the end of each Agreement year.

2) Guarantee Conditions and Assumptions: Aramark's obligation to reimburse County in accordance with 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 and Go-Cart programs shall be provided and operated as agreed.
- (c) Inmate Commissary spending limits shall be established at \$75.00 per inmate per week.
- (d) Facilities listed in the Agreement shall not be removed from the scope of services, unless otherwise mutually agreed upon by the Parties.
- (e) Pursuant to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250 and all the other terms and conditions of Section 3. F of this Agreement, if Aramark sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment, Aramark may increase its prices to recover such increased costs. Semi-annually, Aramark shall 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", share, and discuss results of audit with County. 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. F 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 program and modifications to the program.

If 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.

I. Commissary Commissions: Effective February 1, 2024 through September 30, 2024, Aramark shall pay to the County a commission in an amount equal to Twenty-Three Percent (23%) of Net Sales to the Inmate Trust (Commissary) Fund. Effective October 1, 2024, Aramark shall pay to the County a commission in an amount equal to Forty-Seven and One-Half percent (47.5%) of Net Sales to the Inmate Trust (Commissary) Fund. 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 and Go-Cart (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, Indigent Products, or any other item sold at cost, all of which shall have no commission) less sales or use taxes, authorized returns, and handling charges. Notwithstanding the foregoing, for the purposes of commissions paid pursuant to this Section 3.H, Net Sales shall not include sales from iCare, Fresh Favorites or iCare Fresh; commissions for those services shall be paid pursuant to the sections below.

J. iCare: Aramark shall provide and operate 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 Attachment 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 Attachment 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, which shall not be unreasonable withheld, delayed or conditioned. Aramark may charge a service fee for online iCare 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 be deducted from the inmate's personal fund account without the inmate's written consent.

Effective October 1, 2024, the County shall earn a commission in an amount equal to Thirty Percent (30%) of Net Sales of all iCare packages. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, “**Net Sales**” means total iCare sales, less sales or use taxes, authorized returns, and handling charges. Notwithstanding the foregoing, the County shall not earn a commission on the sale of iCare packages from February 1, 2024 through September 30, 2024.

K. Fresh Favorites: Aramark shall provide and operate its Fresh Favorites program. Aramark shall determine the prices at which Fresh Favorites items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Aramark may increase its Fresh Favorites prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite item purchased by an inmate is delivered.

Aramark shall pay to the County a commission in an amount equal to Twenty Percent (20%) of Net Sales on the Fresh Favorite items. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Paragraph “**Net Sales**” means total Fresh Favorite products sales, less sales or use taxes, authorized returns and handling charges.

L. iCare Fresh: Aramark shall provide and operate its iCare Fresh program. Aramark shall determine the prices at which iCare Fresh items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Aramark may increase its iCare Fresh prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when an iCare Fresh item purchased by an inmate is delivered.

Aramark shall pay to the County a commission in an amount equal to Twenty Percent (20%) of Net Sales on iCare Fresh items. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Paragraph “**Net Sales**” means total iCare Fresh product sales, less sales or use taxes, authorized returns and handling charges.

M. 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 provide and maintain payment processing services for

commissary and bail/bond payments ("Services") at the Jail 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 agreed upon fee schedule. Aramark shall not increase the amounts 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 Jail Superintendent or his designee.

N. Restricted Grant: Upon execution of this Agreement, Aramark shall make a restricted grant to County in an amount up to one hundred fifty thousand dollars (\$150,000.00) (the "2024 Grant"). The County agrees to invest the 2024 Grant in new kitchen equipment to be used at the Facilities. The 2024 Grant shall be amortized on a straight-line basis over a period of five (5) years, commencing upon provision of the 2024 Grant to the County. Upon expiration or termination of the Agreement by either party for any reason whatsoever prior to the complete amortization of the 2024 Grant, the County shall reimburse Aramark for the unamortized balance of the 2024 Grant as of the date of expiration or termination, plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date Aramark provided the 2024 Grant at the Prime Rate plus two (2) percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two (2) percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waived of Aramark's right to receive payment of invoices within thirty (30) days of invoice date.

O. TRUST FUND: Aramark shall manage all functions of inmate trust fund accounting. 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 items(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.

4. 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; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal or commission, modifications to the menu or product offerings, 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.

5. ACCESS AND RECORDS: Aramark will maintain accurate books and records in connection with the food and commissary service operations and shall retain such records 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.

6. TERM OF AGREEMENT: The initial term of this Agreement shall commence on February 1, 2024 and shall continue through September 30, 2025, unless terminated sooner as provided in Section 7 of this Agreement. By mutual agreement, and upon approval of the Winnebago County Board, this Agreement may be renewed for three (3) additional one-year periods. Thereafter, upon the approval of the Winnebago County Board, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been

mutually agreed upon by the County and Aramark. Further, for any year beyond the initial term of this Agreement, this Agreement is contingent upon the appropriation of sufficient funds.

7. TERMINATION:

A. Termination for Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days' notice to the other party. This notice shall state the effective date of the termination.

B. Termination for Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default. This notice shall state the effective date of the termination.

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

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

In the event of termination, 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.

8. 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 the 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 the 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.

9. 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, nor shall any such person be entitled to any benefits available or granted to employees of the County.

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.

10. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its

respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

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

12. CONFIDENTIAL INFORMATION: Aramark agrees to comply with and to require its employees and agents to comply with all applicable federal or state 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 (5 ILCS 140/1 *et seq.*), 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 to 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, affiliates, 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. Aramark agrees that all personnel at the Jail and Center must maintain the confidentiality of the inmate's names and status at all times. They may not share that information with others for any reason outside of other Aramark employees and only for the purpose of being able to properly complete their required work tasks.

All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

13. ASSIGNMENT: Aramark may not assign this Agreement, either in whole or part, without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed). 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.

14. PRESS RELATIONS: Aramark shall coordinate any press releases concerning their services at the Jail with the Sheriff. Aramark shall coordinate any press releases concerning their services at the Center with the Office of the Chief Judge.

15. ENTIRE AGREEMENT: This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Aramark. In the event of a conflict between the Agreements, Aramark’s bid, and the Request for Proposal; the order of precedence shall be 1) any Amendments to the Agreement; 2) Agreement; 4) Aramark’s Bid; and 3) the Request for Proposal.

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

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

18. COUNTERPARTS; PDF AND FACSIMILE SIGNATURES: This Agreement may be executed in counterparts, each of which shall be 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.

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. 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 (\$1,000,000.00) (the "Fidelity Bond"). The Fidelity Bond shall be in place throughout the life of the Agreement. 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 WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC

**County of Winnebago, Illinois
a body politic and corporate**

By: _____
Stephen Yarsinsky
Vice President, Finance

By: _____
Joseph V. Chiarelli
Chairman of the County Board of the
County of Winnebago, Illinois

Date: _____

Date: _____

Attachment A Commissary Price and Product List

Winnebago, IL COMMISSARY

Prices do not include tax			
Healthy & Beauty			
PLU	Item	Current Price	Proposed Price
1464	3N1 MENS VOS	\$4.29	\$4.49
1051	ALCOHOL FREE MOUTHWASH 4Z	\$1.29	\$1.29
1092	ASPIRIN	\$0.49	\$0.49
1316	ASSORTED FRUIT TUMS	\$6.89	\$6.89
1035	BABY POWDER 4Z	\$1.99	\$2.09
1375	BERGAMONT COND 4Z	\$5.79	\$5.99
1110	CLEAR CONDITIONER 4Z	\$1.39	\$1.49
1113	COCOA BUTTER LOTION 4Z	\$1.39	\$1.49
1658	COLGATE 4 OZ	\$6.29	\$6.49
1003	COMB NO HANDLE	\$0.19	\$0.19
1043	DAILY VITAMIN 100 CT	\$12.59	\$12.69
1302	DEGREE EXTREME BLST DEOD	\$5.49	\$5.59
1255	DIAL GOLD SOAP	\$3.84	\$3.99
1180	DOVE SOAP 4Z	\$5.99	\$5.99
1059	FOOT POWDER 4Z	\$1.89	\$2.09
1172	HAIR TIE SINGLE	\$0.19	\$0.19
1093	HALLS MENTHOL 9CT	\$3.09	\$3.19
1017	HYDROCORTISONE CREAM .5Z	\$2.79	\$2.89
1018	IBUPROFEN 2PK	\$0.49	\$0.49
1027	IRISH SPRING 3.2Z	\$1.89	\$1.99
1407	LIP BALM	\$1.49	\$1.59
1114	LOTION 4Z	\$1.25	\$1.39
1090	OCEAN CLEAR BODY WASH	\$2.79	\$2.99
0512	OC NO FLAKES DANDRUFF SHAMPOO	\$2.69	\$2.99
1606	PALM BRUSH	\$2.79	\$2.79
1021	PETROLEUM JELLY 4Z	\$2.39	\$2.59
1465	SHAMPOO/BW 4Z FRESHSCENT	\$1.29	\$1.39
1467	SOAP DISH	\$0.99	\$0.99
0520	SUAVE AP/DEO POWDER FRESH 1.2 OZ	\$3.89	\$3.99
0521	SUAVE ADV THERAPY LOTION	\$7.49	\$7.69
1048	SULFUR 8 COND 2Z	\$10.29	\$10.49
1179	THUMB TOOTHBRUSH	\$0.35	\$0.35
1117	VOS SHAMPOO 15Z	\$4.19	\$4.39
1377	VOS XBODY CONDITIONER 15Z	\$4.19	\$4.39
Beverages			
PLU	Item	Current Price	Proposed Price
3257	10 PK SUGAR SUBSTITUTE	\$0.99	\$1.09
0156	BC INSTANT COFFEE	\$7.49	\$7.69
3046	CAPPUCCINO VANILLA	\$0.79	\$0.89
3190	COFFEE IND TASTERS CHOICE	\$0.49	\$0.59
3340	CREAMER CUP FRNCH VANILLA	\$0.29	\$0.29
0115	FE COLOMBIAN BLEND DELUXE COFFEE	\$6.69	\$6.99
3299	FOLGERS INSTANT COFFEE	\$8.99	\$9.29
3089	MOCHA CAPPUCCINO	\$0.79	\$0.89
3228	PEACH MANGO DRINK MIX 12Z	\$3.19	\$3.29
3013	SUGAR 10 CT	\$0.99	\$1.09
3562	SUNKIST GRAPE 6PK	\$3.39	\$3.59
3221	SWISS MISS COCOA	\$0.79	\$0.89
Candy			
PLU	Item	Current Price	Proposed Price
9002	ATOMIC FIREBALLS	\$2.39	\$2.49
9016	BABY RUTH	\$2.69	\$2.79
9003	BUTTERFINGER	\$2.69	\$2.79
8965	FRUIT GUSHERS TROPICAL	\$4.89	\$4.99
0104	GG BUTTERSOTCH DISCS	\$1.99	\$2.09
8218	GG LEMON DROPS	\$1.79	\$2.09
9007	M&M'S PEANUT	\$3.09	\$3.09
9968	NERDS GUMMY CLUSTERS	\$5.69	\$5.69
9011	REESES PB CUP	\$2.79	\$2.79
9044	ROOTBEER BARRELS	\$1.79	\$2.09
9013	SNICKERS	\$2.79	\$2.79
9658	SR PUNCH STRAWS BLUE RASP	\$5.19	\$5.19
9022	STARBURST	\$2.79	\$2.79
9014	STARLIGHT MINTS	\$1.89	\$2.09
Grocery			
PLU	Item	Current Price	Proposed Price
0169	BC PRE-SLICED PEPPERONI	\$5.89	\$6.19
4099	BC SLOPPY JOE	\$6.69	\$6.99
0118	BEEF SUMMER SAUSAGE	\$5.79	\$5.99
0135	CHUNK LIGHT TUNA IN WATER	\$3.09	\$3.29
4367	CR SALTED & ROASTED PEANUTS	\$1.39	\$1.49
0101	FE WHITE RICE POUCH PRE COOKED	\$2.99	\$3.19
4272	FP LIGHT TUNA W/DICED JALAPENOS	\$3.09	\$3.29
4543	GATORADE PROTEIN BAR CHOC CHIP	\$4.69	\$4.89
4008	GRAPE JELLY 5OZ/1Z	\$0.69	\$0.79
0149	HABANERO CHEDDAR CHEESE CUP	\$1.89	\$1.99
4550	HEREFORD SHREDDED BEEF 7 OZ	\$10.89	\$11.29
0112	JALAPENO CHEDDAR CHEESE POUCH	\$1.29	\$1.39
4207	KETCHUP PC	\$0.25	\$0.25
4372	LEGEND SPICY JALAPENO BEEF SAUSAGE	\$5.99	\$6.09
0134	MACKEREL FILLET IN BRINE	\$2.79	\$2.99
0124	MACKEREL FILLET OIL W/ JALAPENO	\$3.99	\$4.19
4376	MARINARA CUPS HEINZ	\$1.39	\$1.59
4261	MAYO	\$0.69	\$0.79
4262	MILD SALSA CUP 3Z	\$1.99	\$2.09
4093	MOZZ CHS STICK 4Z	\$3.59	\$3.79
4166	MUSTARD PC	\$0.29	\$0.29
0191	NACHO CHEDDAR CHEESE CUP	\$1.89	\$1.99
4542	PEANUT BUTTER SQUEEZE	\$0.69	\$0.79
4325	PEPP BEEF STICKS 1.12Z	\$1.89	\$1.99
6014	RAMEN CHICKEN	\$1.01	\$1.09
4015	RAMEN CHILI	\$1.01	\$1.09
4193	RANCH DRESSING 1.5Z	\$1.09	\$1.19
4048	SALTINES BOX	\$6.09	\$6.39
4143	SARDINES HOT SAUCE GEISHA	\$2.49	\$2.69
0153	SAVULITA 8 FLOUR TORTILLA 10 CT	\$3.89	\$4.19
0186	SM REFRIG BEANS	\$1.69	\$1.89
3884	SWEEET BABY RAYS BBQ PKT	\$1.19	\$1.29
0150	TEXAS TITOS SLICED JALAPENOS	\$0.99	\$1.09
4174	TITOS DILL PICKLE	\$1.49	\$1.49
4153	TOSTITOS AVOCADO SALSA	\$2.89	\$2.89
0175	TRAIL'S BEST BEEF & CHEDDAR STICKS	\$1.79	\$1.99
4377	TRAIL'S BEST TWIN BEEF STICKS	\$1.79	\$1.99
Salty Snacks			
PLU	Item	Current Price	Proposed Price
6001	CHEETOS CRUNCHY	\$1.49	\$1.69
6002	CHEETOS FLAMIN HOT	\$1.49	\$1.69
8086	CHEX MIX TRADITIONAL	\$1.49	\$1.69
8179	COMBOS PIZZERIA PRETZEL	\$1.89	\$1.99
5934	CORN NUTS MEXICAN STREET CORN	\$2.59	\$2.59
6008	DORITOS COOL RANCH	\$1.49	\$1.69
6009	DORITOS NACHO 1.75Z	\$1.49	\$1.69
6000	DORITOS SPICY SWEET CHILI	\$1.59	\$1.69
6324	FRITOLAY TOSTITOS ROUNDS	\$1.79	\$1.79
6031	FRITOS CHILI CHEESE	\$1.49	\$1.69
6245	GARDETTO ORIGINAL	\$1.49	\$1.69
6015	HOT PORK RINDS	\$1.39	\$1.59
6012	LAYS BBQ CHIPS	\$1.49	\$1.69
6018	LAYS SC & ONION	\$1.49	\$1.69
6384	MUNCHIES PB & CHEESE	\$0.79	\$0.89
6072	PLANTERS SALTED PEANUTS	\$0.99	\$1.09
6237	ROLD GOLD TINY TWIST PRETZELS	\$1.29	\$1.69
6038	SMARTFOOD WHITE CHED POPCORN	\$1.49	\$1.69
General Merchandise			
PLU	Item	Current Price	Proposed Price
7000	9X12 MANILLA ENVELOPE	\$0.49	\$0.49
7049	CARD BDAY	\$1.69	\$1.79
7055	CARD KID BDAY	\$1.69	\$1.79
7054	CARD LOVE	\$1.69	\$1.79
7057	CARD MISS YOU	\$1.69	\$1.79
7026	CHESS SET	\$9.99	\$12.99
7033	CROSSWORD PUZZLE BOOK	\$1.99	\$2.09
7048	DOMINOES	\$3.89	\$4.09
7045	EAR PLUGS PAIR	\$1.59	\$1.59
7320	EARBUDS W/ MICROPHONE	\$7.89	\$8.29
7019	ENVELOPE PLAIN #10	\$0.09	\$0.09
7009	FLEX PEN BLUE	\$0.79	\$0.79
7142	LARGE BOWL W/ LID	\$1.89	\$1.99
7010	PLAYING CARDS	\$6.89	\$6.99
7041	READ GLASSES 2.50	\$8.49	\$8.49
7027	SUDOKU BOOK	\$1.99	\$2.09
7016	TUMBLER W/ LID	\$0.89	\$0.99
7068	WASH CLOTH	\$0.81	\$0.81
7023	WEBSTERS DICTIONARY	\$1.99	\$2.09
7398	WHITE 8.5 X 11 WRITING PAD	\$2.39	\$2.49
Postage			
PLU	Item	Current Price	Proposed Price
2005	STAMP SINGLE	\$0.66	\$0.66
2001	STAMPED ENVELOPE	\$0.79	\$0.79
Bakery			
PLU	Item	Current Price	Proposed Price
5256	APPLE PIE 4.5Z	\$2.79	\$2.99
5494	CAKE COOKIES & CREME 2PK	\$3.99	\$4.29
5064	CHERRY CHEESE DANISH	\$2.29	\$2.49
5208	CHOC DONUT 6CT	\$2.69	\$2.99
5006	DONUT STICKS	\$2.29	\$2.59
5002	DUPLEX COOKIES 5Z	\$1.39	\$1.69
5008	FRESHLEYS HONEY BUN ICED 6Z	\$2.89	\$3.19
5056	LIL DUTCH MAID PB SANDWICH CO	\$1.59	\$1.69
5038	OREO COOKIES	\$1.59	\$1.69
5115	STRAWBERRY NUTRIGRAIN	\$1.29	\$1.29
5012	STRAWBERRY POPTARTS 2PK	\$1.99	\$2.09
5424	VANILLA CREME MINI COOKIES	\$1.29	\$1.69
Clothing			
PLU	Item	Current Price	Proposed Price
8000	BOXERS 2XL	\$4.39	\$4.39
8000	BOXERS 2XL	\$4.39	\$4.39
8001	BOXERS 3XL	\$4.39	\$4.39
8003	BOXERS LG	\$4.19	\$4.19
8004	BOXERS MED	\$4.19	\$4.19
8005	BOXERS SM	\$4.19	\$4.19
8006	BOXERS XL	\$4.19	\$4.19
8181	BRA SPORTS 32	\$5.99	\$5.99
8008	BRA SPORTS 36	\$6.99	\$6.99
8009	BRA SPORTS 38	\$6.99	\$6.99
8010	BRA SPORTS 40	\$7.99	\$7.99
8156	CREW SOCKS	\$2.99	\$2.99
8019	PANTIES LADIES 5	\$3.19	\$3.19
8020	PANTIES LADIES 7	\$3.19	\$3.19
8022	PANTIES LADIES 9	\$3.19	\$3.19
8048	T SHIRT 2XL	\$4.69	\$4.69
8042	T SHIRT 3XL	\$3.99	\$3.99
8043	T SHIRT 4XL	\$5.99	\$5.99
8079	T SHIRT 5XL	\$8.59	\$8.59
8044	T SHIRT LG	\$4.19	\$4.19
8045	T SHIRT MED	\$4.19	\$4.19
8046	T SHIRT SM	\$4.19	\$4.19
8047	T SHIRT XL	\$4.69	\$4.69
8052	THML BOTTOM 2XL	\$7.99	\$7.99
8053	THML BOTTOM 3XL	\$7.99	\$7.99
8054	THML BOTTOM 4XL	\$7.99	\$7.99
8050	THML BOTTOM LARGE	\$6.29	\$6.29
8049	THML BOTTOM MED	\$6.29	\$6.29
8051	THML BOTTOM XL	\$6.29	\$6.29
8099	THML BOTTOMS 6XL	\$10.99	\$10.99
8058	THML TOP 2XL	\$7.99	\$7.99
8059	THML TOP 3XL	\$7.99	\$7.99
8060	THML TOP 4XL	\$7.99	\$7.99
8182	THML TOP 5XL	\$10.99	\$10.99
8062	THML TOP 6XL	\$10.99	\$10.99
8056	THML TOP LARGE	\$6.29	\$6.29
8055	THML TOP MED	\$6.29	\$6.29
8057	THML TOP XL	\$6.29	\$6.29

**Attachment B
Indigent and Admission Kit List**

Admission Kit: \$1.50

- 1 All-In-One Shampoo
- 1 Toothpaste
- 1 Comb
- 1 Toothbrush (shorty)
- 1 Plastic Cup
- 1 Small Bar Soap

Indigent Kit: \$1.50

Week 1	QTY
5 INCH BLACK COMB	1
DRY POSTAGE STAMPED ENVELOPE	1
FLEX PEN BLUE	1
THUMBPRINT TOOTHBRUSH	1
YELLOW LEGAL PAPER	3
DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ	1
DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ	1
Week 2	
YELLOW LEGAL PAPER	3
DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ	1
DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ	1
DRY POSTAGE STAMPED ENVELOPE	1
Week 3	

YELLOW LEGAL PAPER	3
DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ	1
DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ	1
DRY POSTAGE STAMPED ENVELOPE	1
Week 4	
YELLOW LEGAL PAPER	3
DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ	1
DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ	1
DRY POSTAGE STAMPED ENVELOPE	1

Attachment C
Winnebago County, IL
Per Meal Pricing

<u>Term Year</u>	<u>Adult Fixed Pricing Per Meal</u>	<u>Juvenile Fixed Pricing Per Meal</u>
Year 1 2/1/2024 – 9/30/2024	\$0.992	\$4.753
Year 2 10/1/2024- 9/30/2025	\$1.416	\$4.753
Year 3 10/1/2025- 9/30/2026	\$1.499	\$5.029
Year 4 10/1/2026- 9/30/2027	\$1.578	\$5.296
Year 5 10/1/2027- 9/30/2028	\$1.649	\$5.534

Aramark Agreement Overview (New)		
Aramark Pricing Per Meal Breakdown		
Term Year	Adult Fixed Pricing Per Meal	Juvenile Fixed Pricing Per Meal
Year One 2/1/2024 - 9/30/2024	\$0.992	\$4.753
Year Two 10/1/2024 - 9/30/2025	\$1.416	\$4.753
Year Three 10/1/2025 - 9/30/2026	\$1.499	\$5.029
Year Four 10/1/2026 - 9/30/2027	\$1.578	\$5.296
Year Five 10/1/2027 - 9/30/2028	\$1.649	\$5.534
Aramark Commissary Commissions Breakdown		
	Effective Today through 9/30/2024	Effective 10/1/2024 through Contract
Commissary Commissions	23%	47.5%
iCare Packages	-	30%
Effective Today through Contract End Date		
Fresh Favorites	20%	
iCare Fresh	20%	

Clarifications:

Adult pricing per meal is locked into the previous contract rate due to forgoing commissary commissions through 9/30/2024.

Juvenile pricing increases are now inclusive of labor to have meals served by Aramark. Previously, that was only 3 days per week.

Juvenile meals require higher calorie and nutritional guidelines. State funding is provided to off-set costs.

Historical Agreement Overview (2019)		
Aramark Pricing Per Meal Breakdown		
Term Year	Adult Fixed Pricing Per Meal	Juvenile Fixed Pricing Per Meal
Year One	\$0.899	\$3.043
Year Two	\$0.921	\$3.119
Year Three	\$0.945	\$3.197
Year Four	\$0.968	\$3.277
Year Five	\$0.992	\$3.359
Aramark Commissary Commissions Breakdown		
	2019-2024	
Commissary Commissions	42%	
iCare Packages	30%	
Fresh Favorites	20%	
iCare Fresh	20%	

Clarifications:

Minimum monthly guarantee on commissions is increasing to \$50,000 from \$32,500.

Fresh Favorites and iCare Fresh were added mid-contract.



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: May 15, 2024
Board Meeting Date: May 23, 2024
Resolution Title: Resolution authorizing a five-year agreement with Flock Group Inc for the deployment of license plate readers throughout Winnebago County

Budget Information:

Was item budgeted? No	Appropriation Amount: \$719,250.00
If not, explain funding source: Federal Seizure account	
ORG/OBJ/Project Code: N/A	Descriptor: Flock LPR's

Background Information: The Winnebago County Sheriff's Office is proposing the deployment of Flock Safety license plate readers (LPRs) as part of an initiative to enhance local law enforcement capabilities, improve public safety, and solve crimes more effectively. Flock LPRs are state-of-the-art surveillance tools that help law enforcement agencies detect, deter, and investigate crime by capturing and analyzing license plate data in real-time.

Recommendation: Approve the agreement for a five-year contract, with payments to be made in annual installments. The cost for the first year is \$174,250.00, and for each subsequent year, the annual payment will be \$136,250.00, which will be budgeted accordingly.

Contract/Agreement: Attached

Legal Review: The State's Attorney's Office has reviewed and approved the contract.

Follow-Up: n/a

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING A FIVE-YEAR AGREEMENT WITH FLOCK GROUP INC FOR THE
DEPLOYMENT OF LICENSE PLATE READERS THROUGHOUT WINNEBAGO COUNTY**

WHEREAS, the Winnebago County Sheriff's Office is requesting the deployment of Flock Safety license plate readers (LPRs) as part of an initiative to enhance local law enforcement capabilities, improve public safety, and solve crimes more effectively; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Agreement, Resolution Exhibit A, and recommends approving Agreement; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

24000/43190

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Illinois an Agreement with FLOCK GROUP, INC. 1170 HOWELL MILL ROAD, SUITE 210, ATLANTA, GA 30318, in substantially the same form as that attached Resolution Exhibit A, in the amount of ONE HUNDERD SEVENTY-FOUR THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$174,250.00) for the first year and ONE HUNDRED THIRTY-SIX THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$136,250.00) for each subsequent year.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the aforementioned Agreement, and the award in substantially the same form as the Agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff's Office, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

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KEVIN MCCARTHY

KEVIN MCCARTHY

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The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2024.

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the County of Winnebago, Illinois on behalf of the Winnebago County Sheriff’s Office – Illinois, which are entities identified in the signature block (collectively referred to as “*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 20 day of March 2024. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. Any late fees on payments under this Agreement shall be pursuant to provisions of Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form,

this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will provide Customer advanced written notice and remove any applicable Flock Hardware within a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents, elected and appointed officials and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“*Deployment Plan*”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“*Customer Obligations*”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent from the Customer, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Customer for payments to be made under this Agreement, then the Customer will notify Flock in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Flock Services completed to the date of notification will be made to Flock. No payments will be made or due to Flock and under this Agreement beyond those amounts appropriated and budgeted by the Customer to fund payments under this Agreement.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

If to the County of Winnebago, Illinois:

ADDRESS: Winnebago County Administration Building, 404 Elm Street, Rockford, Illinois 61101

ATTN: Winnebago County Administrator

EMAIL: _____

If to the Winnebago County Sheriff's Office:

Winnebago County Sheriff

Winnebago County Justice Center

650 W. State Street

Rockford, Illinois 61101

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**Flock Safety + IL - Winnebago County
SO**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: IL - Winnebago County SO
 Legal Entity Name: IL - Winnebago County SO
 Accounts Payable Email: boomerk@wcso-il.us
 Address: 650 W State St Rockford, Illinois 61102

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$136,250.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	44	Included
Flock Safety Falcon ® Flex	Included	1	Included
Flock Safety Platform Add Ons			
Additional Battery Pack	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	21	\$13,650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	19	\$23,750.00
Subtotal Year 1:			\$174,250.00
Annual Recurring Subtotal:			\$136,250.00
Estimated Tax:			\$0.00
Contract Total:			\$719,250.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special Terms:

- Parties mutually agree that the price of Flock Safety Falcon Cameras will be priced at \$3,000 for the Initial Term of five (5) years.

Schedule	Amount (USD)
Year 1	
At Contract Signing	\$174,250.00
Annual Recurring after Year 1	\$136,250.00
Contract Total	\$719,250.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Winnebago County SO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____