

FINANCE COMMITTEE AGENDA

Called by: Chairman, Jaime Salgado
Members: Joe Hoffman, Burt Gerl,
Dave Boomer, Dave Fiduccia,
Steve Schultz, Keith McDonald

DATE: TUESDAY, AUGUST 20, 2019
TIME: 5:30 PM
LOCATION: ROOM 510
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Finance 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.
- D. Fiscal Year 2020 Budget Discussion
- E. Other Matters
- F. Adjournment

PUBLIC SAFETY COMMITTEE AGENDA

Called By: Aaron Booker, Chairman

DATE: THURSDAY, AUGUST 22, 2019

Members: Fred Wescott, Angie Goral,
Dan Fellars, Dorothy Redd, John Butitta,
Paul Arena

TIME: 5:30 PM

LOCATION: CONFERENCE ROOM 815
BEHIND COUNTY BOARD ROOM
COUNTY COURTHOUSE
400 WEST STATE STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Public Safety 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.
- D. Resolution to Approve Intergovernmental Agreement for 2019 Justice Assistance Grant Award
- E. Resolution Awarding Proposals for Inmate Food Services
- F. Other Matters
- G. Adjournment

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Public Safety Committee

2019 CR

**RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH
THE CITY OF ROCKFORD FOR 2019 BYRNE JUSTICE
ASSISTANCE GRANT PROGRAM AWARD**

WHEREAS, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the City for distribution of funds from the 2019 Byrne Justice Assistance Grant Program Award; and

WHEREAS, the County and the City have negotiated an agreement containing the terms for distribution of the funds from the 2019 Byrne Justice Assistance Grant Program Award, a copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the City of Rockford for distribution of the funds from the 2019 Byrne Justice Assistance Grant Program Award, which is substantially similar to the attached Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption by both the County of Winnebago and the City of Rockford.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Mayor of the City of Rockford and to the Sheriff of Winnebago County.

Respectfully submitted,
Public Safety Committee

AGREE

DISAGREE

AARON BOOKER, CHAIRMAN

AARON BOOKER, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

DAN FELLARS

DAN FELLARS

ANGIE GORAL

ANGIE GORAL

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the
County of Winnebago, Illinois, on the _____ day of _____, 2019.

Frank Haney
Chairman of the County Board
of the County of Winnebago, Illinois

ATTEST:

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

**Intergovernmental Agreement
between the County of Winnebago and the City of Rockford for the 2019 Byrne Justice Assistance
Grant (JAG) Program Award**

THIS Intergovernmental Agreement ("Agreement") is made and entered into this 22nd day of August, 2019, by and between the County of Winnebago, Illinois, a body politic and corporate, (hereinafter referred to as the "County"); the City of Rockford, an Illinois municipal corporation, (hereinafter referred to as the "City") for the 2019 Byrne Justice Assistance Grant (JAG) Program Award.

Witnesseth

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois provides that units of local government may jointly contract or otherwise associate to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Article VII, Section 10 (a) of the Constitution of the State of Illinois further provides that units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provides that any powers, functions or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the State and jointly with any public agency of any other state or of the United States to the extent that laws or such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law; and

WHEREAS, the parties are entering into this Agreement pursuant to and in accordance with the aforementioned Constitutional and statutory authorities; and

WHEREAS, the City and the County believe it to be in their best interests to reallocate the 2019 JAG award with the City receiving 60% and the County receiving 40%; and

WHEREAS, the City agrees to provide County \$71,133 from the 2019 JAG award for the Motorola APX600 Program; and

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and the County as follows:

- A. City agrees to provide County \$71,133 from the 2019 JAG award.
- B. County agrees to use the \$71,133 from the 2019 JAG award for the Motorola APX Program until September, 2020.

- C. Nothing in the performance of this Agreement shall impose any liability for claims against the County other than claims for which liability may be imposed by the Illinois Tort Claims Act.
- D. Nothing in the performance of this Agreement shall impose any liability for claims against the City other than claims for which liability may be imposed by the Illinois Tort Claims Act.
- E. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not have any civil liability from furnishing of services by the other party.
- F. The parties to this Agreement do not intend to create any third party beneficiaries by virtue of their entering into this Agreement.
- G. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set forth herein, nor shall this Agreement create any rights in any third party.
- H. If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are to be severable.

The County of Winnebago, Illinois

The City of Rockford

BY: _____
Frank Haney, Chairman
County Board

BY: _____
Thomas McNamara

ATTEST: _____
Lori Gummow
Winnebago County Clerk

ATTEST: _____
Nicholas Meyer
City Legal Director

DATE: _____

DATE: _____



Executive Summary

Date: August 22, 2019
To: Public Safety Committee
Prepared by: Purchasing Department

Subject: Inmate Food Services RFP #19P-2174
County Code: Winnebago County Purchasing Ordinance

Background:

Since late 2012, the County has been operating under an older agreement with Aramark Correctional Services to provide daily food services to Corrections and Juvenile Detention. Since 2017, Aramark has held their rates to match the fifth year of their original multi-year contract, which is \$.949 per meal for inmates.

2019 RFP Process:

To find the most qualified provider, the Purchasing Department worked closely with Corrections and Detention management to develop a more comprehensive and detailed Request for Proposal solicitation.

The RFP was issued February 8, 2019. As is the general practice, we advertised and directly solicited vendors nationally.

All prospective Proposers were required to participate in a mandatory Pre-Proposal Conference, including a Corrections' kitchen tour and an optional Detention facility tour.

In an effort to bring more "value" to the County, an optional Value Added Offer section was included in this solicitation. As a result, Proposers had the option to include their own optional feature.

Aramark was by far the most generous offer received. They have agreed to provide \$145,000 worth of replacement kitchen equipment. In addition, they will replace 100 Plasticon meal trays each contract year. Routinely, Correction pays \$15 each to replace damaged meal trays.

After several months of Best and Final Offers and contract negotiations with Aramark, we have come to terms with a meal cost factor 5.35% lower than current prices. The new rate is \$.899 per inmate meal. Corrections typically service over 820,000 meals annually, so this nickel savings is over \$41,000 dollars.

Contract Agreement Period:

The new RFP calls for a 2-year Agreement ("Initial Term") with the option to renew for three (3) additional one-year terms, for a total not to exceed five (5) years. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal term(s) unless otherwise agreed to by the County. Annual rate adjustments has been negotiated and are included in the agreement. This insures no further cost increase throughout the multiyear agreement.

The new contract recommended effective start date is September 1, 2019

SAO Review:

The State Attorney's Office conducted a formal review of the contract agreement and all of Dave Kurlinkus's additions or revisions have been included in the final version.

Recommendation:

There were three proposals received, with Aramark Correctional having the lowest overall meal rate. See Executive Summary Exhibit A.

The WCSO Correctional, Detention management and the Director of Purchasing, recommend the contract for RFP #19P-2174 be awarded to Aramark Correctional Services, LLC.

Staff Follow-Up:

Purchasing Department will route the agreement for signatures. The Fully executed agreement will be filed with executed Resolution in the Clerk's Office, with copies provided to Corrections and Juvenile Detention.

**PROPOSAL TAB
INMATE FOOD SERVICES
RFP –19P-2174 MARCH 15, 2019**

EXECUTIVE SUMMARY EXHIBIT A

| VENDOR- PROPOSERS | |
|--|---------------|
| Aramark | Summit |
| Trinity Services Group Inc. | |
| | |

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Public Safety Committee

2019 CR

RESOLUTION AWARDING PROPOSALS FOR INMATE FOOD SERVICES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by state statute; and

WHEREAS, competitive Request for Proposals responses were received by the Purchasing Department on March 15, 2019 for the following;

INMATE FOOD SERVICES RFP # 19P-2174

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item(s) and recommends awarding the contract as follows:

ARAMARK CORRECTIONAL SERVICES, LLC
2400 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19103

WHEREAS, the Public Safety Committee has determined that the accounts for the aforementioned services shall be as follows:

40115 - 43190 Corrections
43100 - 42250 Juvenile Detention

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a two (2) year contract agreement with the option for 3 additional 1-year terms for a total not to exceed five (5) years

for services with ARAMARK CORRECTIONAL SERVICES, LLC., 2400 MARKET STREET, PHILADELPHIA, PENNSYLVANNIA 19103, in substantially the same form as that attached hereto as 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 Sheriff, Superintendent of Corrections, Superintendent of Detention, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

AARON BOOKER, CHAIRMAN

AARON BOOKER, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

DAN FELLARS

DAN FELLARS

ANGIE GORAL

ANGIE GORAL

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County
of Winnebago, Illinois this ____ day of _____ 2019.

ATTESTED BY:

FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Proposal Tab
Inmate Food Services – 19P-2174
March 15, 2019
WCSO Inmate Meals

| Vendor | Cost Per Meal Year 1 | CPM Year 2 | CPM Year 3 | CPM Year 4 | CPM Year 5 |
|---|-----------------------------|-------------------|-------------------|-------------------|-------------------|
| ARAMARK CORRECTIONAL SERVICES LLC 2400 MARKET ST PHILADELPHIA, PA 19103 | .899 | .921 | .945 | .968 | .992 |
| SUMMIT FOOD SERVICE LLC. 500 EAST 52 ND STREET NORTH SIOUX FALLS, SD 57104 | 1.394 | 1.436 | 1.479 | 1.523 | 1.569 |
| TRINITY SERVICES GROUP 477 COMMERCE BLVD. OLDSMAR, FL 34677 | .900 | .923 | .946 | .969 | .993 |

Juvenile Detention – Cost Per Meal **ARAMARK**

| MEAL QTY | Year #1 Sept 1, 2019 through Sept 30, 2020 | Year #2 Oct 1, 2020 through Sept 30, 2021 | Year #3 Oct 1, 2021 through Sept 30, 2022 | Year #4 Oct 1, 2022 through Sept 30, 2023 | Year #5 Oct 1, 2023 through Sept 30, 2024 |
|---------------------|---|--|--|--|--|
| 0-39 | \$3.043 | \$3.119 | \$3.197 | \$3.277 | \$3.359 |
| 40-44 | \$2.870 | \$2.942 | \$3.015 | \$3.091 | \$3.168 |
| 45-49 | \$2.619 | \$2.684 | \$2.752 | \$2.820 | \$2.891 |
| 50-54 | \$2.522 | \$2.585 | \$2.650 | \$2.716 | \$2.784 |
| 55-59 | \$2.441 | \$2.502 | \$2.565 | \$2.629 | \$2.694 |
| 60-64 | \$2.373 | \$2.432 | \$2.493 | \$2.555 | \$2.619 |
| 65-69 | \$2.314 | \$2.372 | \$2.431 | \$2.492 | \$2.554 |

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

Juvenile Detention – Cost Per Meal **SUMMIT**

| Cost Per Meal Year 1 | CPM Year 2 | CPM Year 3 | CPM Year 4 | CPM Year 5 |
|-------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 2.980 | 3.069 | 3.161 | 3.256 | 3.354 |

Juvenile Detention – Cost Per Meal **TRINITY**

| Cost Per Meal Year 1 | CPM Year 2 | CPM Year 3 | CPM Year 4 | CPM Year 5 |
|-------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 3.750 | 3.844 | 3.940 | 4.038 | 4.139 |

RESOLUTION EXHIBIT A

OPERATING AGREEMENT - FOOD SERVICE

This **OPERATING AGREEMENT** (the "Agreement") is made as of August _____, 2019 (the "Effective Date") by and between the **County of Winnebago, Illinois** with offices at 650 W. State Street, Rockford, Illinois 61102 (the "County"), and **Aramark Correctional Services, LLC**, and its affiliate, a Delaware limited liability company, having a place of business at the 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WITNESSETH:

1. **GRANT:** The County hereby grants to Aramark and its affiliate the exclusive right to provide food service (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") and the Winnebago County Juvenile Detention Center located at 5350 Northrock Drive, Rockford, IL (herein referred to as the "Center"). (Individually, the "Facility" or collectively, 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.

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 Jail Facility, 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.

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

The Center Facility at their expense shall provide serving trays and reusable and/or disposable utensils, cups, and plates.

B. **Trays:** Aramark shall provide 100 trays per contract year up to five years.

C. **Emergency Plan:** Aramark shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle 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.

D. 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 times per day, seven days per week. Food must be prepared, delivered, and able to be served at the Center starting at the following times:

8:45 AM Breakfast; 11:45 AM Lunch; 4:45 PM Dinner.

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

The Jail and the Center reserve the right to modify meal times during the term of the agreement.

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 15 servings of milk and juice stored at the Center on a daily basis.

The Center will serve the food on Sunday, Monday, Tuesday, and Wednesday of each week except on days when the Center kitchen staff is at training, sick, or taking planned time off. Aramark shall then be responsible for service on those days

E. Food Products and Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation 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 manufacturer's 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 inmates. 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.

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

G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. 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.

H. 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. The County shall provide inmate workers at the 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.

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.

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

The County Sheriff and/or the Detention Superintendent have the right to conduct a criminal background and Child Abuse and Neglect Tracking System check on all Aramark employees who will work at either the Jail or Center. The Sheriff and/or the Detention Superintendent have the right to deny access to the Jail and/or the Center any person that they deem unacceptable.

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.

I. 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.

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

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$2,000,000.00 per occurrence. Aramark may satisfy these requirements through a combination of primary and excess coverage.

K. Business Automobile Liability Insurance Aramark shall carry Business Automobile Liability insurance with minimum limits of one million (\$1,000,000) dollars 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.

L. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding

mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

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

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

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

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

Aramark agrees to have staff who are certified as Food Safety Managers on site at all times when food is being prepared and/or served.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. FINANCIAL COMMITMENT: Aramark shall make a financial commitment to County in an amount up to \$145,000 (the "Financial Commitment"). County agrees to invest the Financial Commitment in kitchen equipment, equipment and supplies at the Facilities. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two 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 30 days of expiration or termination, County agrees to pay interest on such

amounts at the Prime Rate plus two 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 waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

B. Meal Service and Prices: Aramark shall provide meals to the County's inmates, at the per meal prices set forth in Attachment A. 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.

C. Price: The pricing set forth on Attachment A apply for the period of September 1, 2019 through August 31, 2024.

D. Additional Services: Food, beverage and other services required or desired by the Facility 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.

E. 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. The invoice 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. Adult inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

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

Manner of Payment: Payments per the Illinois Prompt Payment Act

5. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, 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, modifications to the menu, or modifications to Aramark's scope of services.

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

7. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on September 1, 2019, and shall continue through September 30, 2021. By mutual agreement, this Agreement may be renewed for three (3) additional one year periods. Thereafter, 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.

8. **TERMINATION:**

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

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

C. **Consequences of Termination:** If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, 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.

9. **INDEMNITY:** County shall not be liable for, and Aramark shall defend, indemnify and hold harmless the County, its agents servants, and employees and all elected and appointed officials of the County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Aramark or its contractors, affiliates, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. This also includes Aramark's use of any equipment and facilities at the Jail or the Center, 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.

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

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

12. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, 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 without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

14. 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.

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
State of Illinois**

By: _____
Mark R. Adams
Vice President, Finance

By: _____

Date: _____

**Attachment A
Winnebago County, IL**

Adult Inmate Meals – Cost Per Meal

| | |
|--|---------|
| Year #1 September 1, 2019 through September 30, 2020 | \$0.899 |
| Year #2 October 1, 2020 through September 30, 2021 | \$0.921 |
| Year #3 October 1, 2021 through September 30, 2022 | \$0.945 |
| Year #4 October 1, 2022 through September 30, 2023 | \$0.968 |
| Year #5 October 1, 2023 through September 30, 2024 | \$0.992 |

Juvenile Detention – Cost Per Meal

| | Year #1 Sept 1, 2019 through Sept 30, 2020 | Year #2 Oct 1, 2020 through Sept 30, 2021 | Year #3 Oct 1, 2021 through Sept 30, 2022 | Year #4 Oct 1, 2022 through Sept 30, 2023 | Year #5 Oct 1, 2023 through Sept 30, 2024 |
|-------|---|--|--|--|--|
| 0-39 | \$3.043 | \$3.119 | \$3.197 | \$3.277 | \$3.359 |
| 40-44 | \$2.870 | \$2.942 | \$3.015 | \$3.091 | \$3.168 |
| 45-49 | \$2.619 | \$2.684 | \$2.752 | \$2.820 | \$2.891 |
| 50-54 | \$2.522 | \$2.585 | \$2.650 | \$2.716 | \$2.784 |
| 55-59 | \$2.441 | \$2.502 | \$2.565 | \$2.629 | \$2.694 |
| 60-64 | \$2.373 | \$2.432 | \$2.493 | \$2.555 | \$2.619 |
| 65-69 | \$2.314 | \$2.372 | \$2.431 | \$2.492 | \$2.554 |

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.