

OPERATING AGREEMENT - FOOD SERVICE

This **OPERATING AGREEMENT** (the "Agreement") is made as of March 1, 2019 (the "Effective Date") by and between the **County of Lake, Illinois**, with offices at 18 N. County Street, 9th Floor, Waukegan, IL 60085 (the "County"), and **Aramark Correctional Services, LLC**, and its affiliate a Delaware limited liability company, having a place of business at the Aramark, 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

Recitals

Whereas:

- (a) The County seeks a food service provider for three locations: (1) the Lake County Corrections Facility ("Jail"); (2) the County Café ("Café"); and (3) a Coffee Kiosk.
- (b) Aramark has a long history of providing food services for the Lake County Jail, but is not currently serving the Café or Coffee Kiosk.
- (c) Aramark's response to the County's Request for Proposal offers to provide service for all three locations.

In light of the foregoing, the Parties now agree as follows:

1. **GRANT:** The County grants to Aramark the exclusive right to provide on-premises food service (excluding vending machine operation) for the County's inmates, staff, and visitors at the Lake County Corrections Facility located at 25 South Martin Luther King Jr. Ave., Waukegan, IL 60085, and food and beverage service at the County Café and the Coffee Kiosk, both of which are located at the Lake County Courthouse and the Administrative Complex located at 18 North County Street, Waukegan, Illinois 60085-4359 (the "Facility").

For the Jail, Aramark agrees to furnish nutritious, wholesome, and palatable food to the Jail's inmates, staff, and visitors 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.

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 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 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 Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from Aramark to do so, Aramark may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by Aramark. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

Aramark Refreshment Services, LLC shall provide the County with a Café at the Lake County Administrative Building and a coffee kiosk at the Lake County Court House as described in the proposal submitted by Aramark. The terms of the café and coffee kiosk services is described below under the micromarket services section.

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 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: Facility personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to Aramark at the County kitchen, in a timely manner.

D. 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.

E. 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.

F. 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.

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 will use its best efforts, consistent with past practice, to provide a minimum of 8 (eight) inmate workers per shift at the Facility kitchen. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

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 not be hired by the County to perform any tasks related to food service for the term of this Agreement and twelve (12) months thereafter (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.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Aramark, and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Aramark management or supervisory employee hired by the County in violation of the terms of this Agreement.

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. If Aramark incurs any costs, including retroactive wages and damages, as a result of any personnel action taken by the County or by Aramark at the direction of the County, which Aramark would not have taken but for the County's direction, the County shall reimburse Aramark for such costs.

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 preference, 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 \$1,000,000.00 per occurrence. Aramark may satisfy these requirements through a combination of primary and excess coverage.

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.

K. 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, 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.

L. Damages: [Deleted.]

M. 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.

N. 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. 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. FINANCIAL COMMITMENT: Aramark shall make a financial commitment to County in an amount up to \$78,000 (the "Financial Commitment). County agrees to invest the Financial Commitment in coffee kiosk and café services 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, staff and visitors 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 Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on March 1, 2020. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be [month] of the immediately preceding year to [month] of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an

estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

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

E. Initial Four-Week Payment: [Omitted.]

F. 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.

G. Manner Of Payment: The County shall pay invoices monthly by check payable to Aramark Correctional Services, LLC, and within the time set forth in the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Such payment shall be sent to the address listed in the invoice. Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 9 hereof.

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, modifications to the menu, or modifications to Aramark's scope of services.

5. **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).

6. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on March 1, 2019, and shall continue through February 28, 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.

7. **TERMINATION:**

A. **Termination For Material Breach:** Either party may terminate this Agreement upon a material breach of this Agreement by the other party, but only if the party in breach does not cure within 30 days after receiving notice. Any such notice must specify the nature of the breach so that the breaching party is able to identify and address it.

B. **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.

8. **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.

9. **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.

10. 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 constituent 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.

11. 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.

12. PRESS RELATIONS: Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

13. PUBLICITY RIGHTS: Neither Aramark nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither County nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.

14. 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.

15. 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.

16. 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.

17. 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 Lake
State of Illinois**

By: _____
Mark R. Adams
Vice President, Finance

By: _____

Attachment A
Lake County, Illinois
Effective March 1, 2019 through March 1, 2020

Price per Meal
\$1.149

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

Subsidy for Cafeteria and Coffee Kiosks

Cafeteria and Coffee Kiosk -\$48,921.60 or \$4,076.80/Mo

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Attachment B

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the “Amendment”), is entered into this ____ day of _____, 20__ by and between _____, with offices at _____ (“_____”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 (“ARAMARK”).

WHEREAS, _____ and Aramark entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the “Agreement”);

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with [*Paragraph __ of Amendment No. __ to the Agreement*][*Paragraph __ of the Agreement*], the parties agree that the price per meal charged to _____ by Aramark shall be changed as set forth on Attachment A as a result of [*changes in the Consumer Price Index*][*changes in the Market Basket of Products*][*mutual agreement of the parties*]. This price shall be effective from _____, 20__ through _____, 20__ , and shall supersede in all respects the price per meal set forth in Paragraph [__] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

[_____]

By: _____
Mark Adams
Vice President Finance

By: _____

Sample Client Statement - Market Basket of Products Calculation

XYZ County Exhibit

Market Basket Price Redetermination Statement

Period Ended Current Month xxth, 2009

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		3.54%
Current Month CPI Food Away from Home Index			4.76%

Greater of Market Basket to Current Month CPI - Food Away from Home **4.76%**

XYZ County Exhibit

Market Basket Price Redetermination Statement

Period Ended Current Month xxth, 2009

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		4.92%
Current Month CPI Food Away from Home Index			4.76%

Greater of Market Basket to Current Month CPI - Food Away from Home **4.92%**

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.