

[Confidential and Proprietary]

**www.gmaOPERATING AGREEMENT - FOOD SERVICE**

This **OPERATING AGREEMENT** (the "Agreement") is made as of January \_\_, 2012 by and between the **County of Racine**, with offices at 730 Wisconsin Ave, Racine, Wisconsin 53403 (the "County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having a place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

**WITNESSETH:**

1. **GRANT:** The County hereby grants to ARAMARK the exclusive right to provide food service (excluding vending machine operation & commissary operation) for the County's inmates, staff, and visitors at the Racine County Jail located at 717 Wisconsin Ave (the "Facility"). ARAMARK hereby agrees to furnish nutritious, wholesome, and palatable food to such 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 Wisconsin which includes the Department of Corrections.
- D. The National School Lunch Program.

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 local telephone service) as may be reasonably required for the efficient performance of the Agreement. The County shall supply all utilities relating to the operation of the food service area. ARAMARK will direct efforts at conserving utilities whenever possible. ARAMARK shall be responsible for the cost of long distance telephone service.

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. Any item needing repair must be approved by Jail Admin or designee first. The County shall furnish and maintain an adequate inventory of service ware, thermal tray and tray delivery equipment, pots, and pans at the Facility. ARAMARK will be responsible for providing

[Confidential and Proprietary]

plastic sporks/spoons and plastic drinking cups. ARAMARK agrees to buy any small ware item that is less than \$100.00.

A joint inventory list will be taken by the County and ARAMARK prior to the "Effective Date" of all County-owned kitchen equipment (pictures and conditions will be noted). Yearly joint inventory will be done after that. ARAMARK agrees to return all such equipment to the County at the conclusion of the contract in approximately the same condition stated on the inventory with fair wear and tear being expected.

All maintenance costs of any equipment provided by ARAMARK will be at ARAMARK's expense. ARAMARK shall take all reasonable measures necessary to assure the County that its equipment is being properly used and maintained. ARAMARK shall only be responsible for repair of damaged equipment due to negligence of their employees. ARAMARK shall provide equivalent quality replacement equipment as necessary. All replacement equipment shall be the property of the County.

ARAMARK agrees to utilize and make available when requested all food temperature records that are recorded at each meal for each menu item. ARAMARK agrees to keep all cooler and freezer temp logs and to produce them when asked. ARAMARK agrees to check and log all water temperature daily. ARAMARK agrees to produce the logs upon request.

ARAMARK will provide all office equipment (i.e. computers, FAX, etc.) required for the food service's operation. The County will supply one telephone and two desktop computers with internet access. ARAMARK will provide a 24/7 contact number. ARAMARK shall provide all kitchen related office supplies. ARAMARK will supply all postage and freight associated with this project. ARAMARK will provide computers and software to manage the production, accounts payable, accounts receivable, and payroll. ARAMARK agrees to provide internet service for all ARAMARK computers/devices that need internet service.

ARAMARK agrees to make a financial commitment to the County in an amount up to \$11,000.00 and not less than \$10,500.00 ("Financial Commitment"). ARAMARK shall provide receipts upon request. The Financial Commitment shall be used to purchase equipment for the food service operation. The equipment is to consist of steam tables, industrial wet/dry shop vacuums, and insulated x-trays. This equipment will become the property of Racine County. 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 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 three (3) 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. 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 "Effective Date". 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, but must be agreed upon. 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.

The County does not guarantee an uninterrupted supply of water, sewer, electricity, gas, air conditioning, or heat. Nor does the County guarantee uninterrupted service in providing said utilities, except that it shall be diligent in restoring service following any interruptions. In the event of such interruptions, neither party shall not be liable to the other for any interruptions in the food service.

**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, kitchen cleaning supplies, dishwashing chemicals, and janitorial supplies. Products purchased for use in the food service operation shall be the property of ARAMARK. ARAMARK shall provide dish towels, washcloths, cleaning cloths, etc. which can be cleaned using the jail's laundry room if ARAMARK wants. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense. ARAMARK agrees to purchase any small ware item that is less than \$100.00.

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

[Confidential and Proprietary]

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 must have their menu approved by a licensed dietician yearly. A copy of the approval must be provided to Jail Admin upon request.

Deliveries must be made to the lower level before inmate workers can help. ARAMARK shall be responsible to ensure the correct merchandise is ordered, received, and not expired. Jail Admin must approve all delivery times and schedules.

**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. A copy of all menus shall be provided to the Jail Admin in advance. Recipes shall be made available upon request of the jail administration for audit or inspection. Meals will be of a caloric content not less than 2,800 calories per day (excluding beverage). Each meal will include a beverage. Juveniles must be offered milk at every meal. Holiday menus and special diets shall be provided at contract rates. Menus shall be of a pork free diet. Juvenile meals must meet the requirement for reimbursement by the National School Lunch Program, which the County will collect the reimbursement. ARAMARK shall supply all needed information, which is within ARAMARK's control and reasonably requested by the County, so the County can be reimbursed for the National School Lunch Program.

ARAMARK shall serve at least 2 hot meals of the 3 meals per day. ARAMARK shall provide food service 365 days a year, 3 meals per day at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast. All meals will be transported and served at appropriate temperatures (140 hot and 45 cold) and in a manner that makes them palatable and visibly pleasing. If indicated on the approved, agreed upon menu, meals shall include appropriate condiments (dressing, salt, pepper, sugar, catsup, mustard, mayo, etc.). Racine County Mental Health Assessment Center/SAIL meals are the same as juvenile meals.

One full meal from each meal must be refrigerated by ARAMARK for testing in the event an outbreak of illnesses occurs. ARAMARK agrees to meet the food quality standards of the Hazard Analysis Critical Control Points (HACCAP). The tray must be tested at ARAMARK's expense if food-borne illness is suspected. The County shall not be billed for the meals frozen for food testing; this shall be considered a safety precaution for ARAMARK.

**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. Jail Admin personnel will perform monthly inspections to insure ARAMARK's compliance. ARAMARK will be responsible for routine sanitation, cleanliness, and general housekeeping of all food service preparation, service, and storage areas and will, on a continuing basis maintain standards of sanitation required by state or local regulations, including but not limited to the State Jail Inspector and County Health Department. ARAMARK shall assume all responsibility for correcting any deficiencies found as a result of health and sanitation inspections in a timely manner.

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. County property destroyed or thrown away by ARAMARK's employees shall be the responsibility of ARAMARK and must be replaced at no expense to the County.

**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. Inmate workers can be used except during lock down or other emergencies. No specific amount of inmate workers can be guaranteed by the County; however, the County will provide as many as possible to complete the tasks when they are available. ARAMARK utilizes inmate workers at its own risk. Any assistance provided by any inmate worker will be strictly voluntary. The County will provide security and assignment of appropriate inmates, but not supervision of daily tasks. Jail Administration or designee has the final decision on the inmate worker schedule.

The Jail Administration or designee shall select the inmates to work with the food service. ARAMARK shall have the right to request the jail administration to remove inmate worker(s) from the food service assignment. Jail Administration or designee will have last say to determine if an inmate worker is pulled out of the food service position. Inmate workers cannot supervise nor have authority over other inmates. ARAMARK shall provide all necessary training in the food service delivery (focusing on proper hand washing) for inmate labor.

No signs, pictures, bulletins, advertisements, or notices of any kind will be painted, inscribed or affixed to any part of the premises or any part of the building unless prior written approval by the Jail Administration.

[Confidential and Proprietary]

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. 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.

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 legal fees, 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. All ARAMARK staffing shall be subject to a Sheriff's Office background check before entry to the jail. A security clearance will be required for everyone who will need to gain access into the Jail.

ARAMARK's employees will be responsible for the security and control of their County issued keys and work tools. All tools such as knives, peelers, etc. will be kept in a lockable area when not in use. Recordable inventory control shall be maintained of all such items. ARAMARK shall account for all tableware, utensils, (potential weapons) after each meal and store in a secure place. Any loss or unaccountable disappearance shall be reported to the Jail Administration immediately upon discovery.

ARAMARK's employees will be required to attend security orientation presented by the Jail Administration staff and agree to follow established security procedures. In the event of an emergency situation, ARAMARK's staff will take direction from the correctional staff. ARAMARK's personnel shall comply with current and future federal, state, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the Racine County Sheriff's Office.

ARAMARK agrees to require TB testing to the extent permitted by state, federal and local law, including but not limited to the Americans with Disabilities Act. The results of said TB testing, limited to "pass" or "fail" notification, will be provided upon request. ARAMARK employees shall submit to random drug test (paid by ARAMARK) through their employment. Reports of

tests must be submitted yearly to the Jail Admin. All employees of ARAMARK shall be provided with a photo ID by the Jail Administration and worn at all times. All ARAMARK's employees will be appropriately dressed and present a neat, professional appearance, including appropriate hair grooming and hygiene. ARAMARK shall provide all necessary training in the fire control, security, food service delivery and management of their paid staff. All ARAMARK's employees will be trained on the operation of correctional food service program by ARAMARK prior to the assignment of said employee to said facilities. ARAMARK is responsible to take sick calls from their employees and adjust their staff accordingly.

**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.

**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:** ARAMARK's liability hereunder shall not under any circumstances exceed the greater of (a) two (2) percent 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.J.), less any applicable deductible. 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.

**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.

**O. Additional Terms.** In addition to the items mentioned above, the Parties will work together to implement the requirements set forth in Exhibit A.

**3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:**

**A. 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 (about a half hour), ARAMARK shall prepare and will be paid for the same number of meals as prepared for the previous day.

**B. Price Adjustments:** The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on Dec. 31, 2012. 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 not to increase more than 4% per year.

ARAMARK agrees to credit the County for the County's current usable food supply at an agreed upon amount. ARAMARK and the County will do a joint inventory prior to the first day of service. This credit will be applied to the first comprehensive monthly summary of meals, services and credits. ARAMARK will take full ownership of those products on the Effective Date.

**C. 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.

**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,

[Confidential and Proprietary]

and other goods or services provided by ARAMARK, if any. The invoice shall reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of adult inmate meals
2. Actual number of bag lunches
2. Actual number of juvenile detention and Mental Health Assessment Center/SAIL meals
3. Actual number of staff/visitor meals
4. 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.

**E. Manner Of Payment:** Payment shall be made by check payable to ARAMARK Correctional Services, LLC within fifteen (15) days after the comprehensive monthly summary of meals, services and credits. Such payment shall be sent to:

ARAMARK Correctional Services, LLC  
P.O. Box 406019  
Atlanta, Georgia 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 9 hereof.) If any invoices are not paid within twenty-five (25) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "Prime Interest Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

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 fifteen (15) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

**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 and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside 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. FEDERAL SURPLUS COMMODITIES:** ARAMARK shall use available U.S. Department of Agriculture commodities in providing food service to the inmates and staff of the Facility. ARAMARK shall comply with the rules and regulations of the U.S. Department of Agriculture in securing said commodities. All books and records pertaining to the meal preparation and delivery for the Facility shall be available for a period of thirty-six (36) months after the close of federal fiscal year (October 1 through September 30) to which they pertain for inspection and audit by representatives of the United States Department of Agriculture, and/or the General Accounting Office at any reasonable time or place. Commodities received shall be used solely for the benefit of the County. In developing the prices to be charged by ARAMARK under this Contract, ARAMARK has relied on the County's representation regarding the quantity and mix of USDA commodities utilized during two (2) immediately preceding years in the facilities covered by this Contract. In the event the mix and/or quantity of government donated commodities changes from the mix and quantity utilized in prior years, so as to increase actual food costs over the level of projected food cost set forth in the invoice, the prices charged by ARAMARK shall be renegotiated to reflect such change.

ARAMARK shall credit the invoice presented to the County for the value of U.S. Department of Agriculture commodities used, minus any shipping or handling charges actually incurred. The value of the commodities shall be the value set forth on the invoice, bill of lading, delivery receipt or other similar document from the U.S. Department of Agriculture or distributing State agency. If no value is set forth, the County and ARAMARK shall together contact the U.S. Department of Agriculture or distributing State agency to ascertain such value.]

**6. ACCESS AND RECORDS:** ARAMARK will maintain accurate books and records in connection with the food service operation and shall retain such records for seven (7) years.

**7. TERM OF AGREEMENT:** The initial term of this Agreement shall commence on Jan. 1, 2012 ("Effective Date"), and shall continue through Dec. 31, 2014. By mutual agreement, this Agreement may be renewed for two (2) additional one year periods.

**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 ninety (90) 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.

**D.** This agreement may be canceled without penalty or obligation of any kind, except as may otherwise be specifically set forth as an exception to this clause, by Racine County by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the county board of supervisors to pay for the obligations under this agreement for the next budget year.

**9. 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.

**10. 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.

**11. 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

[Confidential and Proprietary]

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.

12. **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.

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

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. **CHILD NUTRITION PROGRAM**: County represents and warrants that it ~~has obtained~~ will pursue the required review and approval of this Agreement by the applicable state agency.

**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**

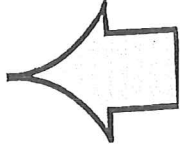
**County of Racine**

[Confidential and Proprietary]

State of Wisconsin

By: \_\_\_\_\_  
David Kimmel  
Vice President, Finance

By: \_\_\_\_\_



REVIEWED BY FINANCE DIRECTOR

[Signature] 3-19-12  
Sign Date

Pete J. Ranson 3-30-12  
Racine County Board Chairman

3-29-12  
Date  
Certified to be correct to form  
By [Signature]  
Racine County Corporation Counsel

Wendy M. Christensen  
Wendy M. Christensen  
Racine County Clerk 3/2/12

**Attachment A**  
**Racine County, Wisconsin**  
**Effective 01/01/12 through 12/31/12**

<b>Population</b>		<b>Price per Inmate</b>
Huber Bag Lunches		\$0.99
Inmate Meals		
<b>650</b>	<b>674</b>	\$0.919
<b>675</b>	<b>699</b>	\$0.910
<b>700</b>	<b>724</b>	\$0.901
<b>725</b>	<b>749</b>	\$0.899
<b>750</b>	<b>774</b>	\$0.897
<b>775</b>	<b>799</b>	\$0.896
<b>800</b>	<b>824</b>	\$0.894
Juvenile Meals		\$1.599
Staff Meals		Same as Inmate
MHA Center/SAIL		\$1.599
Special Diet Meals		Same as Inmate
NSL Reimbursable Snack		\$0.450
Catering		Cost* + 10%

The menu includes a product known as the "Morning Beverage", for the inmate population that is similar in flavor and nutritional quality to milk. The County can replace the Morning Beverage with an 8oz fluid milk for an additional cost of \$.035 cents per adult inmate meal.

\* Cash discounts or discounts not exclusively related to ARAMARK's catering operation at the County shall not be credited to the County.

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment (scale) will be determined by adding the total number of billable meals ordered or served to inmates, whichever is greater, for the 7 day billing week, and dividing by twenty-one (21).

Amendment No. 1 to Operating Agreement

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this \_\_\_\_\_ day of September, 2012 by and between the County of Racine, with offices at 730 Wisconsin Avenue, Racine, Wisconsin (the "County"), 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, the County and ARAMARK entered into an agreement dated January 1, 2012 for the management of the food service operation at the Racine County Jail (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 July 1, 2012.

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 3B of the Agreement, the parties agree that the price per meal charged to the County by ARAMARK shall be changed as set forth on Attachment A as a result of mutual agreement of the parties. This price shall be effective from July 1, 2012 through December 31, 2012, and shall supersede in all respects the price per meal set forth in Paragraph 3B of the Agreement or in any other prior agreements between the parties.
2. **Menu Change:** The parties accept and agree to the juvenile menu revisions as set forth on Attachment B. The new Juvenile Menu is compliant with the USDA Final Rule on Nutrition Standards in the National School Lunch and School Breakfast Programs issued on January 26, 2012.
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. 1 to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

By:   
David Kimmel  
Vice President Finance

County of Racine  
State of Wisconsin

By: \_\_\_\_\_



**Attachment A**  
**Racine County, Wisconsin**  
**Effective July 1, 2012 through December 31, 2012**

<b>Population</b>		<b>Price per Inmate</b>
Huber Bag Lunches		\$0.99
Inmate Meals		
<b>650</b>	<b>674</b>	\$0.919
<b>675</b>	<b>699</b>	\$0.910
<b>700</b>	<b>724</b>	\$0.901
<b>725</b>	<b>749</b>	\$0.899
<b>750</b>	<b>774</b>	\$0.897
<b>775</b>	<b>799</b>	\$0.896
<b>800</b>	<b>824</b>	\$0.894
Juvenile Meals		\$1.711
Staff Meals		Same as Inmate
MHA Center/SAIL		\$1.711
Special Diet Meals		Same as Inmate
NSL Reimbursable Snack		\$0.450
Catering		Cost* + 10%

The menu includes a product known as the "Morning Beverage", for the inmate population that is similar in flavor and nutritional quality to milk. The County can replace the Morning Beverage with an 8oz fluid milk for an additional cost of \$.035 cents per adult inmate meal.

\* Cash discounts or discounts not exclusively related to ARAMARK's catering operation at the County shall not be credited to the County.

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment (scale) will be determined by adding the total number of billable meals ordered or served to inmates, whichever is greater, for the 7 day billing week, and dividing by twenty-one (21).

Sent  
M.A.M. or  
3-27-13

**Amendment No. 2 to Operating Agreement**

**THIS AMENDMENT NO. 2** (the "Amendment"), is entered into this \_\_\_\_ day of February, 2013 by and between the **County of Racine**, with offices at 730 Wisconsin Avenue, Racine, Wisconsin (the "County"), 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**, the County and ARAMARK entered into an agreement dated January 1, 2012 for the management of the food service operation at the Racine County Jail (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 January 1, 2013.

**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 3B of the Agreement**, the parties agree that the price per meal charged to the County by ARAMARK shall be changed as set forth on **Attachment A** as a result of changes to the menu as well as changes in CPI. This price shall be effective from January 1, 2013 through December 31, 2013, and shall supersede in all respects the price per meal set forth in Paragraph 3B of the Agreement or in any other prior agreements between the parties.

2. 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. 2 to be signed by their duly authorized representatives the day and year first written above.

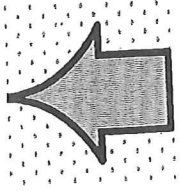
**ARAMARK Correctional Services, LLC**

By: \_\_\_\_\_  
Mark R. Adams  
Vice President Finance

**County of Racine  
State of Wisconsin**

By: *Pelle Hansen* 3-8-13

*Wendy M. Christensen*  
Wendy M. Christensen  
Racine County Clerk 3/7/13

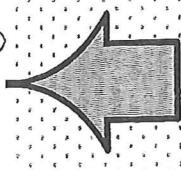


Date 2.26.13  
Certified to be correct as to form  
by *[Signature]*  
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR  
*[Signature]* 2-22-13  
Sign \_\_\_\_\_ Date \_\_\_\_\_

**Attachment A**  
**Racine County, Wisconsin**  
**Effective January 1, 2013 through December 31, 2013**

Population		Price per Inmate
Huber Bag Lunches		\$0.99
Inmate Meals		
650	674	\$0.945
675	699	\$0.936
700	724	\$0.926
725	749	\$0.924
750	774	\$0.922
775	799	\$0.921
800	824	\$0.919
Juvenile Meals		\$1.759
Staff Meals		Same as Inmate
MHA Center/SAIL		\$1.759
Special Diet Meals		Same as Inmate
NSL Reimbursable Snack		\$0.463
Catering		Cost* + 10%

*GA*  
*dm*  
*3/10*  
*uc*


The menu includes a product known as the "Morning Beverage", for the inmate population that is similar in flavor and nutritional quality to milk. The County can replace the Morning Beverage with an 8oz fluid milk for an additional cost of \$.035 cents per adult inmate meal.

\* Cash discounts or discounts not exclusively related to ARAMARK's catering operation at the County shall not be credited to the County.

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment (scale) will be determined by adding the total number of billable meals ordered or served to inmates, whichever is greater, for the 7 day billing week, and dividing by twenty-one (21).

### Amendment No. 3 to Operating Agreement

THIS AMENDMENT NO. 3 (the "Amendment"), is entered into this 7<sup>th</sup> day of MAY, 2014 by and between the County of Racine, with offices at 730 Wisconsin Avenue, Racine, Wisconsin (the "County"), 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, the County and Aramark entered into an agreement dated January 1, 2012 for the management of the food service operation at the Racine County Jail (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 January 1, 2014.

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 3B of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A as a result of changes to the menu as well as changes in the Consumer Price Index. This price shall be effective from January 1, 2014 through December 31, 2014, and shall supersede in all respects the price per meal set forth in Paragraph 3B of the Agreement or in any other prior agreements between the parties.
2. **Fresh Favorites:** Aramark shall implement 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, maintaining its historical mark-up. Such increases shall be subject to the approval of the County. 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. Inmates shall be responsible for all applicable sales taxes on Fresh Favorites items and Aramark shall be responsible for collecting and transmitting such taxes. Aramark shall not offer any products that are sold in the commissary as of the date of this Amendment through the Fresh Favorites program.


Aramark shall pay to the County a commission in an amount equal to Thirty-eight Percent (38%) 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 and authorized returns.

3. **Facility Upgrade:** In consideration of Aramark agreeing to upgrade certain equipment at the Facility, the County agrees that Aramark shall retain the first Five Hundred Dollars (\$500) of commissions on Fresh Favorites sales. No commissions shall be paid to County until the full amount has been reached.

4. 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. 3 to be signed by their duly authorized representatives the day and year first written above.


Aramark Correctional Services, LLC

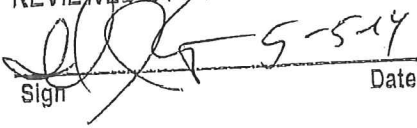
By:   
Mark R. Adams  
Vice President Finance

County of Racine  
State of Wisconsin

By:  5-7-14  
Peter L. Hansen  
Racine County Board Chairman

Date 5.6.14  
Certified to be correct as to form  
By:   
Racine County Corporation Counsel

  
Wendy M. Christensen  
Racine County Clerk 5/6/14

REVIEWED BY FINANCE DIRECTOR  
 5-5-14  
Sign Date

**Attachment A**  
**Racine County, Wisconsin**  
**Effective January 1, 2014 through December 31, 2014**

<b>Population</b>		<b>Price per Inmate</b>
Huber Bag Lunches		\$1.009
Inmate Meals		
<b>650</b>	<b>674</b>	\$0.964
<b>675</b>	<b>699</b>	\$0.955
<b>700</b>	<b>724</b>	\$0.945
<b>725</b>	<b>749</b>	\$0.942
<b>750</b>	<b>774</b>	\$0.940
<b>775</b>	<b>799</b>	\$0.939
<b>800</b>	<b>824</b>	\$0.937
Juvenile Meals		\$1.794
Staff Meals		Same as Inmate
MHA Center/SAIL		\$1.794
Special Diet Meals		Same as Inmate
NSL Reimbursable Snack		\$0.472
Catering		Cost* + 10%

The menu includes a product known as the "Morning Beverage", for the inmate population that is similar in flavor and nutritional quality to milk. The County can replace the Morning Beverage with an 8oz fluid milk for an additional cost of \$.035 cents per adult inmate meal.

\* Cash discounts or discounts not exclusively related to Aramark's catering operation at the County shall not be credited to the County.

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment (scale) will be determined by adding the total number of billable meals ordered or served to inmates, whichever is greater, for the 7 day billing week, and dividing by twenty-one (21).

Amendment No. 4 to Operating Agreement

THIS AMENDMENT NO. 4 (the "Amendment"), is entered into this 20<sup>th</sup> day of APRIL, 2015 by and between the County of Racine, with offices at 730 Wisconsin Avenue, Racine, Wisconsin (the "County"), 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, the County and Aramark entered into an agreement dated January 1, 2012 for the management of the food service operation at the Racine County Jail (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 January 1, 2015.

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. **Term:** In accordance with Paragraph 7 of the Agreement, the term of the Agreement shall be renewed for a one (1) year period, commencing on January 1, 2015 and ending on December 31, 2015.
2. **Price Adjustment:** In accordance with Paragraph 3B of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A as a result of changes to the menu as well as changes in the Consumer Price Index. This price shall be effective from January 1, 2015 through December 31, 2015, and shall supersede in all respects the price per meal set forth in Paragraph 3B of the Agreement or in any other prior agreements between the parties.
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. 4 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: Mark R. Adams  
Mark R. Adams  
Vice President Finance

County of Racine  
State of Wisconsin

By: Peter L. Hansen 4-20-15  
PETER L. HANSEN  
RACINE COUNTY EXECUTIVE

REVIEWED BY FINANCE DIRECTOR

Margaret M. [Signature] 4/14/15  
Sign Date

Date 4/17/15  
Certified to be correct as to form  
By: [Signature]  
Racine County Corporation Counsel

Wendy M. Christensen  
Wendy M. Christensen  
Racine County Clerk 4/20/15

**Attachment A**  
**Racine County, Wisconsin**  
**Effective January 1, 2015 through December 31, 2015**

<b>Population</b>	<b>Price per Inmate</b>
Huber Bag Lunches	\$1.037
Inmate Meals	
650 - 674	\$0.991
675 - 699	\$0.981
700 - 724	\$0.971
725 - 749	\$0.968
750 - 774	\$0.966
775 - 799	\$0.965
800 - 824	\$0.963
Juvenile Meals	\$1.843
Staff Meals	Same as Inmate
MHA Center/SAIL	\$1.843
Special Diet Meals	Same as Inmate
NSL Reimbursable Snack	\$0.485
Catering	Cost* + 10%

The menu includes a product known as the "Morning Beverage", for the inmate population that is similar in flavor and nutritional quality to milk. The County can replace the Morning Beverage with an 8oz fluid milk for an additional cost of \$.035 cents per adult inmate meal.

\* Cash discounts or discounts not exclusively related to Aramark's catering operation at the County shall not be credited to the County.

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment (scale) will be determined by adding the total number of billable meals ordered or served to inmates, whichever is greater, for the 7 day billing week, and dividing by twenty-one (21).



Amendment No. 5 to Operating Agreement

THIS AMENDMENT NO. 5 (the "Amendment"), is entered into this 16 day of Feb, 2016 by and between the County of Racine; with offices at 730 Wisconsin Avenue, Racine, Wisconsin (the "County"), 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, the County and Aramark entered into an agreement dated January 1, 2012 for the management of the food service operation at the Racine County Jail (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 January 1, 2016.

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. **Term:** In accordance with Paragraph 7 of the Agreement, the term of the Agreement shall be renewed for a one (1) year period, commencing on January 1, 2016 and ending on December 31, 2016.
2. **Price Adjustment:** In accordance with Paragraph 3B of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A as a result of changes to the menu as well as changes in the Consumer Price Index. This price shall be effective from January 1, 2016 through December 31, 2016, and shall supersede in all respects the price per meal set forth in Paragraph 3B of the Agreement or in any other prior agreements between the parties.
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. 5 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: Mark R. Adams  
Mark R. Adams  
Vice President Finance

County of Racine  
State of Wisconsin

By: Jonathan Delagrave  
JONATHAN DELAGRAVE  
RACINE COUNTY EXECUTIVE

REVIEWED BY FINANCE DIRECTOR

By: Allyson Tillman 2/16/16  
Sign Date

Date 2/15/16  
Certified to be correct as to form  
By: [Signature]  
Racine County Corporation Counsel

Wendy M. Christensen  
Wendy M. Christensen  
Racine County Clerk 2/16/16

**Attachment A**  
**Racine County, Wisconsin**  
**Effective January 1, 2016 through December 31, 2016**

Population	Price per Inmate
Huber Bag Lunches	\$1.067
Inmate Meals	
650 - 674	\$1.019
675 - 699	\$1.009
700 - 724	\$0.999
725 - 749	\$0.996
750 - 774	\$0.994
775 - 799	\$0.993
800 - 824	\$0.991
Juvenile Meals	\$1.896
Staff Meals	Same as Inmate
MHA Center/SAIL	\$1.896
Special Diet Meals	Same as Inmate
NSL Reimbursable Snack	\$0.499
Catering	Cost* + 10%

*act*

The menu includes a product known as the "Morning Beverage", for the inmate population that is similar in flavor and nutritional quality to milk. The County can replace the Morning Beverage with an 8oz fluid milk for an additional cost of \$.035 cents per adult inmate meal.

\* Cash discounts or discounts not exclusively related to Aramark's catering operation at the County shall not be credited to the County.

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment (scale) will be determined by adding the total number of billable meals ordered or served to inmates, whichever is greater, for the 7 day billing week, and dividing by twenty-one (21).