

Amendment No. 1 to Inmate Food and Commissary Services Agreement

THIS AMENDMENT NO. 1 TO INMATE FOOD AND COMMISSARY SERVICES AGREEMENT (the “**Amendment No. 1**”) is entered into this ____ day of March, 2023 by and between the County of Champaign, Illinois (on behalf of and together with the Champaign County Sheriff’s Office, the “**County**”), and Aramark Correctional Services, LLC, with offices located at 2400 Market Street, Philadelphia, Pennsylvania 19103 (“**Aramark**”).

WITNESSETH:

WHEREAS, on February 1, 2022, the parties entered into that certain Inmate Food and Commissary Services Agreement for the management of the food and commissary service operations at the Champaign County Jail and the Champaign County Juvenile Detention Center facilities (as amended, the “**Agreement**”); and

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth, effective as of March 20, 2023 (the “**Effective Date**”).

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 No. 1 have the meanings ascribed to such terms in the Agreement.

1. **Term:** Notwithstanding Section 2 of the Agreement, the parties mutually agree that the initial term of this Agreement shall be from February 1, 2022, through and including April 30, 2023. Effective May 1, 2023, County and Aramark hereby acknowledge and agree that notwithstanding anything contrary set forth in the Agreement or any amendments thereto, the parties mutually agree to terminate the Agreement, for convenience.

2. **Per Meal Prices:** Notwithstanding Section 4 of the Agreement, the parties agree that as of the Effective Date through April 30, 2023, the inmate price per meal shall be \$2.079.

3. **Commission:** Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5. **Commission:** Aramark shall pay a commission to the Inmate Trust (Commissary) Fund in the amount of Thirty Percent (30%) of Net Sales (defined as total sales, less sales or use taxes and authorized returns) of all Products, except indigent kits, postage, stamps, pre-stamped envelopes, or any other item sold at cost, all of which will have no commission. The County shall earn a commission in an amount equal to Thirty Percent (30%) of Net Sales of all iCare packages. The County shall earn a commission in an amount equal to Thirty Percent (30%) of Net Sales of all Fresh Favorites packages. Within thirty (30) 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. Cost of indigent kits will be itemized and deducted from monthly commissions.”

4. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment No. 5 and shall continue in full force and effect.

[Signature Page to Follow]

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

**County of Champaign
State of Illinois**

By: _____
Steven Yarsinsky
VP, Finance

By: *D. Heuerman*
Dustin D. Heuerman
Sheriff, Champaign County, IL
03/13/2023