

OPERATING AGREEMENT - FOOD AND COMMISSARY SERVICES

This **OPERATING AGREEMENT** (the "Agreement") is made as of 10/18, 2007 between the **County of Champaign**, by and on behalf of the County Sheriff's Office, with offices at 1776 East Washington Street, Urbana, Illinois 61802 (the "Sheriff"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 ("ARAMARK").

WITNESSETH:

1. **GRANT:** The Sheriff hereby grants to ARAMARK the exclusive right to provide food service (excluding vending machine operation) for its inmates, staff and visitors at the Champaign County Jail located at 502 S. Lierman Ave. Urbana, IL 61801 (the "Facility"). ARAMARK hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The inmate menu shall average 2800 calories per seven-day week. In addition, the Sheriff may provide, at the Sheriff's expense, special meals as a reward for positive inmate behavior (for example, a pizza meal). 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.

In addition, ARAMARK is granted the exclusive right to provide commissary services for inmates and staff at the Facility. ARAMARK shall provide a large selection of food, candy and gum, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the "Products"), all of which shall be subject to the approval of the Sheriff. The Sheriff hereby approves all Products set forth on **Attachment D** attached hereto. In addition, ARAMARK shall also provide the Products set forth on **Attachment E** attached hereto to indigent inmates (the "Indigent Products"). The Products and/or Indigent Products can be modified by the mutual agreement of the parties; provided that the financial impact (including prices and/or commission rate) of the addition or deletion of any individual items shall be mutually agreed upon as well.

ARAMARK may be permitted to provide Fresh Favorites during the term of this Agreement. The terms under which ARAMARK will provide Fresh Favorites will be mutually agreed upon prior to the implementation of a Fresh Favorites program.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **FACILITIES AND EQUIPMENT:** The Sheriff shall at its expense provide ARAMARK with adequate preparation kitchen facilities at the Facility completely equipped and ready to operate, together with such heat, refrigeration and utilities services as may be reasonably required for the efficient performance of the Agreement. ARAMARK shall be responsible for long distance telephone service utilized by ARAMARK, internet service provided to ARAMARK and faxes sent or received by ARAMARK.

ARAMARK shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to ARAMARK's ACTFAS® commissary management information systems (the "ACTFAS® System") as necessary to support ARAMARK's commissary operations. ARAMARK shall remove all Computer Equipment upon the expiration or termination of this Agreement. The ACTFAS® System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the ACTFAS® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. To the extent that it is necessary for ARAMARK's employees to be trained to use the ACTFAS® System, ARAMARK shall provide such training, provided that ARAMARK shall have no other training obligations hereunder.

The Sheriff shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the Sheriff owned equipment. The Sheriff shall furnish and maintain an adequate inventory of serviceware, thermal trays and delivery equipment, pots, pans, beverage containers and utensils at the Facility. ARAMARK will bear the cost of to run such cable and wiring required for the operation of the ACTFAS® System.

In addition, ARAMARK will notify the Sheriff of the need for equipment repairs or replacements. Should the Sheriff 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 Sheriff for, such equipment, repair, maintenance and replacement services or supplies. In that event, the Sheriff 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.

B. EMERGENCY PLAN: ARAMARK shall, within sixty days after the start up of service, submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined). In the event of a Force Majeure, the Sheriff 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 Sheriff. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, 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 AND PRODUCT DELIVERY: Facility personnel shall receive meals at the Sheriff kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to ARAMARK at the Sheriff kitchen, in a timely manner. Facility personnel shall transport such Products ordered by inmates to inmates, and shall deliver Products returned by inmates to ARAMARK at its commissary facility, in a timely manner.

D. FOOD PRODUCTS AND CLEANING SUPPLIES: ARAMARK shall purchase and pay for all food products. Products purchased for use in the food service operation shall be the property of ARAMARK. The Sheriff shall be responsible for providing cleaning, paper and maintenance supplies and for maintaining kitchen appliances and equipment.

E. 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 Sheriff shall provide janitorial services outside the kitchen facilities provided to ARAMARK. The Sheriff shall clean the vents and ductwork leading to the roof from food preparation areas. The Sheriff shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

F. PERSONNEL: ARAMARK shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. ARAMARK agrees not to remove the current Food Service Director from duty at the Facility for a period of twelve (12) months from the date of his assignment at the Facility unless such Food Service Director resigns, his employment with ARAMARK is terminated by ARAMARK or the Sheriff requests his reassignment. The Sheriff shall provide inmate workers at the Facility kitchen and a separate group of inmate workers to the commissary operations. The number of inmates required for each operation shall be determined by the Sheriff 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. Inmates assigned to the commissary shall be assigned duties in the storeroom, including picking and bagging functions.

The Sheriff acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques, including but not limited to, the ACTFAS® System, and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, the Sheriff agrees that supervisory employees of ARAMARK shall neither be hired by the Sheriff for the term of this Agreement and twelve (12) months thereafter, nor shall the Sheriff permit supervisory employees of ARAMARK to be employed on the Sheriff's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the Sheriff). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the Sheriff's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the Sheriff agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the Sheriff 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 supervisory employee hired by the Sheriff or allowed to work on the Sheriff's premises in violation of the terms of this Agreement.

The Sheriff 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 Sheriff or by ARAMARK at the direction of the Sheriff, which ARAMARK would not have taken but for the Sheriff's direction, the Sheriff shall reimburse ARAMARK for such costs.

G. EQUAL EMPLOYMENT OPPORTUNITY: ARAMARK and the Sheriff 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 between 18 and 70, marital status, or other criteria made illegal by state or federal law or the Sheriff 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.

H. HEALTH EXAMINATIONS: ARAMARK shall cause its employees assigned to duty at the Facility to submit to periodic health examinations as required by law, and to submit satisfactory evidence of compliance with all health regulations to the Sheriff upon written request.

I. INSURANCE AND INDEMNIFICATION: ARAMARK shall furnish certificates of insurance as follows:

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; personal injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$5,000,000.00 per occurrence. ARAMARK may satisfy these requirements through a combination of primary and excess coverage. ARAMARK agrees to include the County, the Sheriff and the Sheriff's employees as additional insureds on insurance coverage's for the term of this Agreement. ARAMARK agrees to provide the County with an annual certificate of insurance showing the County as an additional insured.

ARAMARK agrees to defend, indemnify and hold harmless the Sheriff, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of ARAMARK in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that ARAMARK shall not be responsible for damages caused by inmates. Neither any of the Sheriff's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons, except for bodily injury to such persons caused by ARAMARK's sole negligence. The Sheriff agrees to defend, indemnify and hold ARAMARK harmless from any liability claim by or through such persons against ARAMARK. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

J. 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 Sheriff shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

K. RETURN OF EQUIPMENT: ARAMARK shall return to the Sheriff at the expiration or on any termination of this Agreement the food service premises and all equipment furnished by the Sheriff in the condition in which the premises and equipment exist at the execution of this Agreement, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that said equipment may

have been stolen by persons other than employees of ARAMARK without negligence on the part of ARAMARK or its employees.

L. 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. In the event a sales or similar tax is assessed ARAMARK under the terms of this Agreement, the Sheriff shall reimburse ARAMARK for such tax.

M. PERFORMANCE BOND: ARAMARK agrees to provide an annual performance bond in the amount of One Hundred Fifty Thousand Dollars (\$150,000). The initial performance bond will cover the period from the date on which this Agreement is fully-executed until November 30, 2008. Thereafter, the performance bond will cover the 12-month period from December 1 through November 30.

3. FINANCIAL ARRANGEMENTS:

A. MEAL ORDERS: The Sheriff shall notify ARAMARK of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the Sheriff shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, ARAMARK shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. CAPITAL EQUIPMENT EXPENDITURE: Pursuant to a prior agreement between the parties, ARAMARK made a capital investment for the purchase and installation of certain food service equipment ("Investment") to be used on Sheriff's premises. ARAMARK will continue to amortize the Investment over the remainder of the original amortization period as indicated in Attachment A, such that the amortization will be completed on August 31, 2009. As of December 1, 2005, the unamortized balance was \$32,818.70. As of September 30, 2007, the unamortized balance was \$16,774.06. Should the unamortized balance be paid in full by the Sheriff, the Adult Inmate price per meal shall be reduced by \$.03 (three cents). The price reduction will be effective in the first complete month following receipt of the payment.

Upon the expiration of this Agreement or the termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Investment, Sheriff shall reimburse ARAMARK for the unamortized balance of the Investment as of the date expiration or termination. In the event such amount owed to ARAMARK is not paid to ARAMARK within thirty (30) days of expiration or termination, Sheriff agrees to pay interest on such amount at the maximum rate permitted by law (specifically, 815 ILSC 205/4a) per annum, computed monthly from the date of expiration or termination to the date paid.

Title to the equipment shall pass to the Sheriff upon completion of amortization or earlier payment to ARAMARK of the unamortized balance.

C. PRICE ADJUSTMENTS: Prices quoted herein apply for the period of December 1, 2005 through November 30, 2007. The statements 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 staff/visitor meals
3. Any additional food, beverage or other services, as required

D. COMMISSARY PRODUCT ORDERS: ARAMARK shall collect all inmate orders for Products and process such orders in accordance with ARAMARK's standard procedures. The Sheriff shall be responsible for receiving deposits into the inmate commissary account, record such deposits and making disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto, and recording each inmate's purchases which will debit the inmate's account for said purchase.

E. MEAL SERVICE BILLING AND PRICES: ARAMARK shall submit to the Sheriff 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 price per meal charged to the Sheriff for meals served to inmates and staff is set forth in Attachment B for the 2005-2006 contract year and in Attachment C for the 2006-2007 contract year.

F. COMMISSARY BILLING AND PRICES: ARAMARK shall determine the prices at which Products shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK may increase its prices to recover such increased costs, maintaining its historical mark-up. ARAMARK shall have the right to implement such price increases ten (10) working days after written notice to the Sheriff of ARAMARK's need to do so. ARAMARK shall submit to the Sheriff on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term "Gross Sales" shall mean total Products sales, including but not limited to, Indigent Product sales, including sales or use taxes, less authorized returns. The term "Net Sales" shall mean total Products sales, including but not limited to, Indigent Product sales, less sales or use taxes and authorized returns. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the Sheriff for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, no returns will be honored, unless the inmate who ordered a Product, refuses delivery of such Product at the time such Product is delivered, or unless such inmate is released prior to such delivery, and fails to claim such Product within seventy-two (72) hours after release.

ARAMARK shall provide the Sheriff with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the Sheriff or his designee each month.

G. MANNER OF PAYMENT: Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after the Sheriff's receipt of the invoice. 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 7 hereof.) If any invoices are not paid within thirty (30) 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 (specifically, 815 ILSC 205/4a) 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 thirty (30) days of the Sheriff's receipt of the invoice. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the Sheriff agrees to pay reasonable attorney's fees and other costs.

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

H. COMMISSIONS: ARAMARK shall pay to the Sheriff a commission in an amount equal to eighteen percent (18%) of Net Sales of all Products, other than tobacco products, stamps and pre-stamped envelopes pre-paid telephone calling cards or any other telephone sales (including debit cards), and Indigent Products provided by ARAMARK; provided, however, in return for ARAMARK's agreement to purchase mutually agreed upon commissary inventory from the Sheriff at the Sheriff's cost, no commission shall be paid to the Sheriff for the first full month of commissary services. Within thirty (30) days after the end of each month, ARAMARK shall deliver to the Sheriff a check covering commissions on Net Sales made during such month.

I. RENEGOTIATION: The fiscal arrangements in this Agreement are based on conditions existing on the date ARAMARK commences operations, including, for example, the Facility's inmate population, the availability of inmate labor, food and supply costs, Federal, State and local sales, and other taxes and other operation costs, and the manner in which the Index (hereinafter defined) is calculated. ARAMARK has relied on representations regarding existing and future conditions made by the Sheriff in connection with the negotiation and execution of this Agreement. In the event of a change in such conditions or the inaccuracy or breach of, or the failure to fulfill, any representations made by the Sheriff, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

J. ADDITIONAL SERVICES: Food, beverage and other services required by the Facility outside the scope of this Agreement shall be provided by ARAMARK upon written authorization by the Sheriff and/or Sheriff at mutually agreed upon prices for such services. Food, beverage and other services required by the Facility outside the scope of this Agreement shall be provided by ARAMARK upon written authorization by the Sheriff and/or Sheriff at mutually agreed upon prices for such services.

K. 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 Sheriff.

ARAMARK shall credit the invoice presented to the Sheriff 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 Sheriff and ARAMARK shall together contact the U.S. Department of Agriculture or distributing State agency to ascertain such value.

4. **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).

5. **TERM OF AGREEMENT:** This Agreement shall commence on December 1, 2005, and shall continue through November 30, 2010. By mutual agreement, the term of this Agreement may be renewed 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.

A. **PRICE REDETERMINATION-PROSPECTIVE:** The unit prices stated in this Agreement are firm for the period ending November 30, 2007. Unit prices for the subsequent 12-month period ending November 30, 2008, and any subsequent 12-month extension(s), shall be increased prior to the beginning of each such period by an amount to be mutually agreed upon; provided, however, that in the event no agreement is reached with respect to such increase, unit prices shall be increased by the yearly percentage change in the CPI-I (defined herein) in accordance with Subparagraph B. below. Unit per meal prices may not be increased or decreased during, and shall remain firm for, any such 12-month period.

B. The base period for comparison for price redetermination shall be an annual average from September to September, and shall be based upon the Consumer Price Index, All Urban Consumers (CPI-I), U.S. City Average, Food Away From Home Index, published by U.S. Department of Labor (the "Index"). Such adjustments shall be calculated using a percentage in which the numerator is the Index for the third month preceding the beginning of the new 12-month period and the denominator which is the Index for the third month preceding the beginning of the prior 12-month period. The percentage shall be applied to the then-current per meal price to determine the price for the subsequent 12-month period, and such unit price shall be effective the first (1st) day of such 12-month period.

6. **TERMINATION:**

A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon one hundred twenty (120) days notice to the other party; provided, however, that if ARAMARK terminates the Agreement pursuant to this Paragraph 6.A, ARAMARK agrees, if requested by the Sheriff, to continue to provide services for up to thirty (30) days beyond the effective date of termination in order to permit the Sheriff to complete the procurement process for a successor contract.

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 Sheriff shall pay ARAMARK for all inmate and staff meals, and other services, provided by ARAMARK to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The Sheriff'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 other than by ARAMARK pursuant to Paragraph 6.A hereof, the Sheriff 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.

7. 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.

8. 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.

9. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in ARAMARK's business (collectively, the "ARAMARK Proprietary Information") are and shall remain confidential and the sole property of ARAMARK and constitute trade secrets of ARAMARK. The County and Sheriff 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. Neither the County nor the Sheriff shall photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Notwithstanding the foregoing, the Sheriff may post ARAMARK's menus and may provide copies of such menus to the inmates. No other publication of ARAMARK's menus is permitted without ARAMARK's prior written consent. Upon the expiration or any termination of this Agreement, all materials containing any ARAMARK Proprietary Information shall be returned to ARAMARK.

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

11. ENTIRE AGREEMENT: This Agreement represents the entire Agreement and understanding between the Sheriff 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 Sheriff and ARAMARK.

12. **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.

13. **WAIVER:** The failure of ARAMARK or the Sheriff 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.

14. **ASSIGNMENT:** ARAMARK may not assign this Agreement without the Sheriff's prior written consent, except that ARAMARK may assign this Agreement to an affiliate without consent being required. The term "affiliate" means any corporation or limited liability company controlling, controlled by or under common control with, ARAMARK.

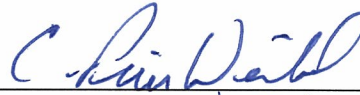
15. **GOVERNING LAW:** This Agreement shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois. Any lawsuit filed in connection with this Agreement may be brought in, or removed to, the appropriate state court or the federal court situate in Illinois.

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 Champaign
State of Illinois**

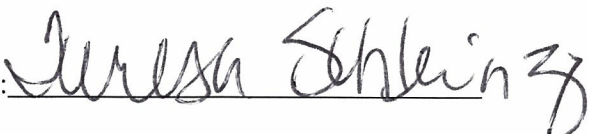
By: 
Name: Michael Morgioni
Title: Vice President, Finance

By: 
Name: C. Pius Weibel
Title: Chair, County Board

Champaign County Sheriff's Office

By: 

Witness: 

Witness: 

Attachment A

**Capital Investment
Itemized List of Equipment and Amortization Schedule**

<u>Equipment</u>	<u>Amount</u>
Insinger/Admiral 4-4 Dishwasher, Quantity 1	\$12,767.44
Booster Water Heater, Hatco/Imperial S-36, Quantity 1	Included in Dish machine
Tray Assembly Line, Breeden Group/GC100, Quantity 2	9,497.60
Hot Food Drop In, APW Wycott/HFWS-2, Quantity 2	4,803.68
Cold Food Drop In, APW Wycott/CFWS-1, Quantity 2	Included in Hot Food Drop In above
60 Quarter General Food Mixer, Welbilt Company/Varimixer W-80, Quantity 1	7,819.84
Steam Jacketed Kettle, Cleveland Range Incorporated/KGL-40, Quantity 1	10,334.34
Installation	2,800.00
Shipping	756.00
Tax	3,730.88
TOTAL	\$52,509.68

Amortization began August 23, 2003

72 Month schedule, 41 months complete (as of January 31, 2007)

Monthly depreciation \$ 729.30

Current balance 9/30/07 \$16,774.06

Remaining Schedule	
9/30/07	16,774.06
10/31/07	16,044.76
11/30/07	15,315.46
12/31/07	14,586.16
1/31/08	13,856.86
2/29/08	13,127.56
3/31/08	12,398.26
4/30/08	11,668.96
5/31/08	10,939.66
6/30/08	10,210.36
7/31/08	9,481.06

8/31/08	8,751.76
9/30/08	8,022.46
10/31/08	7,293.16
11/30/08	6,563.86
12/31/08	5,834.56
1/31/09	5,105.26
2/28/09	4,375.96
3/31/09	3,646.66
4/30/09	2,917.36
5/31/09	2,188.06
6/30/09	1,458.76
7/31/09	726.46
8/31/09	-

Attachment B

Champaign County, Illinois

Effective December 1, 2005 through November 30, 2006

<u>Population</u>	<u>Price per Meal</u>
Adult	\$1.117
Juvenile	\$1.25
Snacks	\$.0413

Attachment C

**Champaign County, Illinois
Effective as of December 1, 2006 through November 30, 2007**

<u>Adult Inmate Population*</u>	<u>Price per Meal</u>
200 – 209	\$1.441
210 – 219	\$1.400
220 – 229	\$1.362
230 – 239	\$1.327
240 – 249	\$1.296
250 – 259	\$1.267
260 – 269	\$1.240
270 – 279	\$1.215
280 – 289	\$1.192
290 – 299	\$1.171
300 – 310	\$1.151
310 and above	\$1.132

*Price is determined by dividing the total number of adult inmate meals served for the seven-day week by 21.

Juvenile Meals	\$1.288
Snacks	\$0.423

Upon the execution of this Agreement by both parties, ARAMARK shall be entitled to invoice the Sheriff, on a retroactive basis, from December 1, 2006 until the date of execution, an amount equal to three cents (\$0.03) per meal billed during such period.

Attachment D

Commissary Products and Prices

Champaign County Correctional

Prices are subject to change without notice. Substitutions will not be made. Sales tax is included in below prices.

BEVERAGES

PLU	QTY	ITEM	PRICE
		Grape Drink Mix 6 oz	1.19
		Lemonade Drink Mix 6 oz	1.19
		Orange Drink Mix 6 oz	1.19
		Coffee Single Serve	0.25
		Decaf Coffee Single Serve	0.25
		Coffee House 3oz	4.29
		Hot Chocolate	3.19
		Creamer Single Serve	0.25
		Sugar Free Drink Mix	0.59
		Sugar 10 pack	0.25
		Sugar Substitute	0.29

PASTRIES AND COOKIES

PLU	QTY	ITEM	PRICE
		Honey Bun 6oz	0.99
		Chocolate Cupcakes 4oz	0.99
		Texas Cinnamon Roll 4oz	0.99
		Bearclaw Roll 4oz	0.99
		Nutri-Grain Bar - Strawberry	0.79
		Peanut Butter Bar	0.99
		Oatmeal Crème Pie	0.99
		Chocolate Chip Pecan Cookies	2.29
		Chocolate Chip Cookie	0.99
		Peanut Butter Cookie	0.99
		Duplex Cookie 5oz	0.99
		Vanilla Cream Cookie 5oz	0.99

CANDY

PLU	QTY	ITEM	PRICE
		Jolly Ranchers	0.99
		Snickers	0.89
		M&M Peanut	0.89
		Kit Kat	0.89
		Baby Ruth	0.89
		Reese Peanut Butter Cups	0.89
		Milky Way	0.89
		Butterscotch Buttons	0.99
		Sugar Free Candy Asst.	0.99
		Atomic Fire Balls	0.99
		Starlight Mints	0.99
		Starburst	0.99

GENERAL MERCHANDISE

PLU	ITEM	PRICE
	8.5X11 Writing Tablet	1.49
	Pencil	0.19
	Legal Envelope	0.59
	Playing Cards	2.09
	#10 Envelope	2.19
	Greeting Card - Love	1.09
	Greeting Card - Thank you	1.09
	Greeting Card - Friendship	1.09
	Greeting Card - Birthday	1.09
	Greeting Card - Holiday	1.09
	Cup 22oz	1.09

CLOTHING

PLU	ITEM	PRICE
	Medium Sandals	5.39
	Large Sandals	5.19
	XL Sandals	5.19
	Socks	5.19
	Towel	2.59
	WashCloth	2.59
	Boxers - Small	2.69
	Boxers - Medium	3.79
	Boxers - Large	3.79
	Boxers - XL	3.79
	Boxers - 2XL	4.09
	Panties - Size 5	4.19
	Panties - Size 7	5.39
	Panties - Size 9	5.39
	T Shirt - Small	5.39
	T Shirt - Medium	1.89
	T Shirt - Large	4.59
	T Shirt - XL	1.39
	T Shirt - 2 XL	1.59

CHIPS AND SNACKS

PLU	QTY	ITEM	PRICE
		Ruffles Sour Cream and Cheddar 1.125oz	0.79
		Nacho Doritos 1.75oz	0.79
		Habenero Doritos 1.75oz	0.79
		BBQ Chips 1.5oz	0.79
		Hot Pork Skins 1oz	0.79
		Frito Corn Chips - Chili Cheese 2oz	0.79
		Kettled Jalapeno Chips 1.375oz	0.79
		Hot Fries 2oz	0.79
		Cheetos - Regular 2oz	0.79
		Potato Chips - Regular 1.5oz	0.79
		Popcorn 1oz	0.79
		Peanuts 1oz	0.79
		Snack Crackers 12oz	2.49
		Saltines 16oz	1.99
		Cheese Its 1.25oz	0.79

SOUPS

PLU	QTY	ITEM	PRICE
		Chili Nissin Soup 3oz	0.69
		Picante Chicken Nissin Soup 3oz	0.69
		Picante Beef Nissin Soup 3oz	0.69
		Picante Shrimp Nissin Soup 3oz	0.69
		Chicken Nissin Soup 3oz	0.69

FOOD

PLU	QTY	ITEM	PRICE
		Ketchup 1 oz	0.25
		Mayonnaise 1 oz	0.25
		Hot Sauce 1oz	0.25
		Peanut Butter 1oz	0.69
		Strawberry Preserves 1oz	0.39
		Grape Jelly 1oz	0.39
		Cheese Squeeze - Cheddar 1oz	0.79
		Cheese Squeeze - Jalapeno 1oz	0.79
		Pepperoni 3oz	3.19
		Tuna 3oz	1.89
		Beef Stick 1.125oz	0.99
		Beef and Cheddar Stick 1.125oz	0.99
		Hot Summer Sausage 5oz	1.99
		Tortillas - 6ct	1.69
		Dill Pickle - Hot	1.09
		Oatmeal - Maple and Brown Sugar Single	0.39

POSTAGE

PLU	ITEM	PRICE
	Stamps - Book of 10	4.10
	Stamped Envelope	0.55

HEALTH AND BEAUTY

PLU	ITEM	PRICE
	Meridian Moisturizing Bar Soap 1 oz	0.99
	Dial Soap .64 oz	0.39
	Antibacterial/Deodorant Bar Soap .5 oz	0.29
	Sauve Shampoo 15oz	2.59
	Balsam Shampoo 12oz	2.29
	Dandruff Shampoo 11oz	3.29
	Sauve Shampoo & Conditioner 14.5oz	3.79
	Lip Balm	1.09
	Small Comb	0.25
	Hair Gel 16oz	2.79
	Hair Food 4oz	1.39
	Shower Cap	0.25
	Sauve Body Lotion 10oz	3.39
	Coco Butter Lotion 11oz	1.59
	Toothbrush	0.69
	Sauve Deodorant 2.6oz	3.69
	Percara Deodorant 2.25oz	1.99
	Close Up Toothpaste 6oz	3.19
	Colgate Toothpaste 6.4oz	4.09
	Alcohol-Free Mouthwash 6oz	1.29
	Soap Dish	0.79
	Toothbrush Holder	0.79
	Noxzema 2.5oz	2.99
	Liquid Soap 8oz	2.99
	Halls Cough Drops	1.09
	Rolaids	1.09
	Baby Powder 14oz	1.89

Attachment E

Indigent Kits

Champaign County Indigent Kits

Product

Cost

Comb: 5" Pocket Cob	\$0.28
Shampoo: Freshscent Shampoo Packet: .34 oz	
Soap: Wrapped Antibacterial/Deodorant Bar: .5 oz	
Toothbrush: 3.25 Short brush	
Toothpaste: Nature Mint Packet: .15 oz	

Amendment No. 2 to Operating Agreement – Food and Commissary Services

THIS AMENDMENT No. 2 is entered into this 22nd day of January, 2009 by and between the **County of Champaign, Illinois** (“County”) and **ARAMARK Correctional Services, LLC**, with offices located at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 (“ARAMARK”).

WITNESSETH:

WHEREAS, the parties did, on October 18, 2007, enter into an Agreement for the management of the food and commissary service operation at the Champaign County Jail (the “Agreement”); and

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth, effective December 1, 2008;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Agreement, it is mutually agreed as follows:

The parties here agree to amend the per meal food cost as set forth in Attachment B. These prices shall be effective as of December 1, 2008 and shall remain firm through November 30, 2009.


Except as hereinabove provided, said Agreement, is hereby in all other aspects ratified and confirmed.

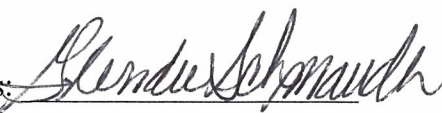
IN WITNESS WHEREOF, the parties hereto have caused this **Amendment No. 2** to be signed by their duly authorized representatives the day and year first written above.


ARAMARK Correctional Services, LLC

By: 

County of Champaign
State of Illinois

By: 
C. Pius Weibel
County Board Chair

Witness: 

ATTEST: 
Mark Shelden
County Clerk and *ex-officio*
Clerk of the Champaign County Board

Attachment B

Champaign County, Illinois

Effective as of December 1, 2008 through November 30, 2009

<u>Adult Inmate Population *</u>	<u>Price per Meal</u>
200-209	\$1.570
210-219	\$1.527
220-229	\$1.485
230-239	\$1.447
240-249	\$1.413
250-259	\$1.382
260-269	\$1.352
270-279	\$1.325
280-289	\$1.300
290-299	\$1.277
300-310	\$1.255
310 and above	\$1.234

- Price is determined by dividing the total number of adult meals served for the seven day week by 21.

Juvenile Meals	\$1.405
Snacks	\$0.461

This price schedule (December 1, 2008 – November 30, 2009) represents a 5.5% increase from the previous year. This percentage was arrived at after negotiations between the Sheriff and Aramark. It is more than the October 2007 – September 2008 CPI – food away from home cost increase of 4.51% as contemplated by the original A agreement – paragraph 5A and 5B - and less than the percentage increase based upon the actual food groups/types served and the CPI for these groups/types (as listed below for reference) of 6.84%.

Beverages 3% of total CCSO food
Dairy 19% of total CCSO food
Baked Goods 14.5% of total CCSO food
General Grocery 26% of total CCSO food
Protein (meat) 18% of total CCSO food
Produce 20% of CCSO food

(Percentages are rounded to nearest ½%; this is sometimes referred to as “the Market Basket” approach).