

OPERATING AGREEMENT - FOOD SERVICE

This **OPERATING AGREEMENT** (the "Agreement") is made as of February 1, 2016 (the "Effective Date") by and between the **Western Tidewater Regional Jail Authority** ("Client"), with offices at 2402 Godwin Blvd., Suffolk, Virginia 23434 (the "Client") 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 Client hereby grants to Aramark the exclusive right to provide food service (excluding vending machine operation) for the Client's inmates, staff and visitors at the Western Tidewater Regional Jail (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; and
- C. The Commonwealth of Virginia.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **Facilities And Equipment:** The Client 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. Aramark shall be responsible for the cost of long distance telephone service.

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

Should the Client 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 Client for, such equipment, repair, maintenance and replacement services or supplies. In that event, the Client 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 submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the Client 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 Client. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

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

D. Food Products And Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation shall be the property of Aramark. The Client shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the Client's expense.

Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

E. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

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

G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The Client shall provide janitorial services outside the kitchen facilities provided to Aramark. The Client shall clean the vents and ductwork leading to

the roof from food preparation areas. The Client shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

H. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The Client shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the Client 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. Inmates shall not be considered civilian employees of Aramark, shall not be part of any work release program where such inmates would have employee rights, and shall not receive wages from Aramark.

The Client 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 Client agrees that management and supervisory employees of Aramark shall neither be hired by the Client for the term of this Agreement and twelve (12) months thereafter, nor shall the Client permit management and supervisory employees of Aramark to be employed on the Client's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the Client). 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 Client's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

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

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

I. Equal Employment Opportunity: Aramark and the Client 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 Client 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 Client and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the Client, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Client or its officers, employees, agents and servants.

K. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the Client 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 Client 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 Client's premises. The Client 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 Client 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 Client or a third party retained by the Client. 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 Client.

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.

L. Intentionally Omitted.

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 Client 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.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the Client'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 Client shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the Client 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. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on January 31, 2017. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH increases shall be September of the immediately preceding year to September of the then-current year (the "Base Period").

C. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by

Aramark upon written authorization by the Client at mutually agreed upon prices for such services.

D. Financial Commitment: Aramark shall make a financial commitment to Client in an amount up to Forty Thousand Dollars (\$40,000) (the "Financial Commitment"). Client agrees to invest the Financial Commitment in improvements to the Officer's Dining Room at the Facility. Any equipment purchased by Aramark on Client's behalf shall be purchased as a "sale-for resale" to the Client. Client shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. Client acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five 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, Client shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

E. Billing: Aramark shall submit to the Client on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of inmate meals
2. Actual number of staff/visitor meals
3. Any additional food, beverage or other services, as required

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

F. Manner Of Payment: Payment shall be made by check payable to Aramark Correctional Services, LLC within thirty days after the invoice date. Such payment shall be sent to the address indicated on the invoice.

G. Fresh Favorites and iCare: Aramark shall implement its Fresh Favorites and iCare programs. Aramark shall determine the prices at which Fresh Favorites and iCare 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 prices to recover such increased costs, maintaining its historical mark-up. No returns shall be accepted unless the inmate, who

ordered a product or who the product is ordered for, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite or iCare item purchased is delivered.

Aramark shall pay to the Client a commission in an amount equal to Fifteen Percent (15%) of Net Sales on the Fresh Favorite and iCare items. Within fifteen (15) days after the end of each month, Aramark shall deliver to the Client a check covering commissions on Net Sales made during the prior month. For purposes of this Paragraph "Net Sales" means total Fresh Favorite and iCare products sales, less sales or use taxes and authorized returns.

Aramark shall provide a guaranteed up-front commission payment in the amount of Thirty Thousand Dollars (\$30,000) (the "Guaranteed Commission"). Once calculated commissions on Fresh Favorite and iCare items have reached the Guaranteed Commission amount, Aramark shall make regular commission payments each month. Aramark's obligation to pay the Guaranteed Commission is contingent upon the following conditions and assumptions remaining in effect:

- (a) Aramark shall be the exclusive food service provider to the Facilities.
- (b) Aramark's iCare and Fresh Favorites programs shall be installed, activated, and implemented as agreed.
- (c) Inmate spending limits shall remain at current levels or higher.
- (d) Fees on spending (including, but not limited to, event charges such as restitution and subsistence fees) shall not increase beyond current levels.
- (e) Facilities listed in the Agreement shall not be removed from the scope of services.
- (f) The cost of wages, salary, and fringe benefits for Aramark's employees shall not exceed such levels as set forth in the Agreement. Aramark's obligation is based on the Federal and State minimum wage laws in effect as of the Effective Date of this Agreement. Should the minimum wage be increased above the Effective Date level pursuant to any Federal, State or local law or regulation, Aramark's obligation shall automatically be adjusted to cover increased labor costs resulting directly or indirectly from such increase.
- (g) 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.
- (h) Client and/or any facility affiliated with Client shall neither hire any supervisory employee of Aramark, nor permit any supervisory employee of Aramark to be employed on Client's premises or on the premises of any facility affiliated with

Client during the term of the Agreement or for a period of 12 months subsequent to the expiration of the Agreement (unless such employees were formerly employees of Client) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food or commissary service provider. For the purpose of this provision, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on Client's premises at any time during the term of the Agreement.

In the event any of the foregoing conditions or assumptions is not met during the term of the Agreement, Client shall reimburse Aramark for a pro-rated portion of the Commission Guarantee.

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 Client 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 Client written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and Client shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services.

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

6. **TERM OF AGREEMENT**: The initial term of this Agreement shall commence on February 1, 2016, and shall continue through January 31, 2019. By mutual agreement, this Agreement may be renewed for four additional one-year periods.

7. **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 Client 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 Client's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

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

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

10. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The Client 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 Client shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

11. ASSIGNMENT: Aramark may not assign this Agreement without the Client's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

12. **PRESS RELATIONS:** Aramark shall receive prior written approval from the Client before issuing any and all press or media releases.

13. **ENTIRE AGREEMENT:** This Agreement, together with the Request for Proposals, which is incorporated herein by reference and made a part hereof, represents the entire agreement and understanding between the Client and Aramark. The terms of the Request for Proposal will take precedence over any terms herein which are in conflict therewith. This Agreement may be amended only by written instrument signed by both the Client and Aramark.


14. **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.

15. **WAIVER:** The failure of Aramark or the Client 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.


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

Western Tidewater Regional Jail Authority

By: 

Mark R. Adams
Vice President, Finance

By: 

Attachment A

Western Colorado Regional Jail
Prisoners Effective February 1, 2016 through January 31, 2017

Hot-Hot-Hot Menu Option:

No. of Inmates & Staff*	Price per Meal
Below 500	To be negotiated
500-549	\$1.064
550-599	\$1.022
600-649	\$0.986
650-699	\$0.945
700-749	\$0.930
750-799	\$0.907
800-849	\$0.888
850-899	\$0.870
900-949	\$0.854
950-999	\$0.840
1000 and above	To be negotiated

Cold-Hot-Hot Menu Option:

No. of Inmates & Staff*	Price per Meal
Below 500	To be negotiated
500-549	\$1.034
550-599	\$0.995
600-649	\$0.963
650-699	\$0.925
700-749	\$0.912
750-799	\$0.892
800-849	\$0.874
850-899	\$0.858
900-949	\$0.844
950-999	\$0.831
1000 and above	To be negotiated

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

FIRST AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE

THIS FIRST AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE (this "Amendment"), dated as of February 1, 2016, between the **WESTERN TIDEWATER REGIONAL JAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, with offices at 2402 Godwin Boulevard, Suffolk, Virginia 23434 (the "Client"), 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:

WHEREAS, on February 1, 2016, the Client and ARAMARK entered into an Operating Agreement – Food Service (as amended, the "Food Service Agreement") whereby the Client granted to ARAMARK the exclusive right to provide food service (excluding vending machine operation) for the Client's inmates, staff and visitors and ARAMARK agreed to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors;

WHEREAS, the Client and ARAMARK desire to amend the Food Service Agreement.

NOW, THEREFORE, the parties hereto hereby amend the Food Service Agreement as follows:

Section 1. Amendment. This Amendment is authorized and entered into pursuant to and in accordance with Section 13 of the Food Service Agreement.

Section 2. Definitions. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Food Service Agreement.

Section 4. Price per Meal. In accordance with Section 3(B) of the Food Service Agreement, the price per meal shall be increased as a result of increases in CPI-FAH. The new price per meal is set forth on Attachment A and shall be in effect from February 1, 2017 through January 31, 2018.

Section 5. Ratification. Except as otherwise expressly amended herein, all the terms and conditions of the Food Service Agreement are hereby ratified and confirmed and shall continue in full force and effect.

Section 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and same Amendment.

IN WITNESS WHEREOF, the Client and ARAMARK have caused this Amendment to be duly executed as of the day and year first above written.

**WESTERN TIDEWATER REGIONAL JAIL
AUTHORITY**

By: W. C. Smith

Name: William C Smith

Title: Superintendent

**ARAMARK CORRECTIONAL SERVICES,
LLC**

By: Mark R. Adams

Name: Mark R. Adams

Title: Vice President, Finance

Attachment A

Western Tidewater Regional Jail
Pricing Effective February 1, 2017 through January 31, 2018

Hot-Hot-Hot Menu Option

<u>Population*</u>	<u>Price</u>
Below 500	To be negotiated
500-549	\$ 1.090
550-599	\$ 1.047
600-649	\$ 1.010
650-699	\$ 0.968
700-749	\$ 0.953
750-799	\$ 0.929
800-849	\$ 0.910
850-899	\$ 0.891
900-949	\$ 0.875
950-999	\$ 0.860
1000 and Above	To be negotiated

Cold-Hot-Hot Menu Option

<u>Population*</u>	<u>Price</u>
Below 500	To be negotiated
500-549	\$ 1.059
550-599	\$ 1.019
600-649	\$ 0.986
650-699	\$ 0.947
700-749	\$ 0.934
750-799	\$ 0.914
800-849	\$ 0.895
850-899	\$ 0.879
900-949	\$ 0.865
950-999	\$ 0.851
1000 and Above	To be negotiated

***The total number of inmate and staff meals served per week is divided by twenty-one (21) in order to determine the price point on the sliding scale.**

SECOND AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE

THIS SECOND AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE (this "Amendment"), dated as of February 1, 2018, between the **WESTERN TIDEWATER REGIONAL JAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, with offices at 2402 Godwin Boulevard, Suffolk, Virginia 23434 (the "Client"), 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:

WHEREAS, on February 1, 2016, the Client and Aramark entered into an Operating Agreement – Food Service (as amended, the "Food Service Agreement") whereby the Client granted to Aramark the exclusive right to provide food service (excluding vending machine operation) for the Client's inmates, staff and visitors and Aramark agreed to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors;

WHEREAS, the Client and Aramark desire to amend the Food Service Agreement.

NOW, THEREFORE, the parties hereto hereby amend the Food Service Agreement as follows:

Section 1. Amendment. This Amendment is authorized and entered into pursuant to and in accordance with Section 13 of the Food Service Agreement.

Section 2. Definitions. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Food Service Agreement.

Section 3. Menu. In accordance with Section 3(F) of the Food Service Agreement, the parties agree that the menu option with a hot breakfast, hot lunch, and hot dinner shall be deleted in its entirety.


Section 4. Price per Meal. In accordance with Section 3(B) of the Food Service Agreement, the price per meal shall be increased as a result of increases in CPI-FAH. The new price per meal is set forth on Attachment A and shall be in effect from February 1, 2018 through January 31, 2019.

Section 5. Ratification. Except as otherwise expressly amended herein, all the terms and conditions of the Food Service Agreement are hereby ratified and confirmed and shall continue in full force and effect.


Section 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and same Amendment.

IN WITNESS WHEREOF, the Client and Aramark have caused this Amendment to be duly executed as of the day and year first above written.

**WESTERN TIDEWATER REGIONAL JAIL
AUTHORITY**

By: 
Name: William C Smith
Title: Superintendent

**ARAMARK CORRECTIONAL SERVICES,
LLC**

By: 
Name: Mark R. Adams
Title: Vice President, Finance

Attachment A

Western Tidewater Regional Jail
Pricing Effective February 1, 2018 through January 31, 2019

Cold-Hot-Hot Menu Option

Population*	Price
Below 500	To be negotiated
500-549	\$ 1.084
550-599	\$ 1.043
600-649	\$ 1.009
650-699	\$ 0.969
700-749	\$ 0.956
750-799	\$ 0.936
800-849	\$ 0.916
850-899	\$ 0.900
900-949	\$ 0.886
950-999	\$ 0.871
1000 and Above	To be negotiated

***The total number of inmate and staff meals served per week is divided by twenty-one (21) in order to determine the price point on the sliding scale.**

THIRD AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE

THIS THIRD AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE (this "Amendment"), dated as of February 1, 2019, between the **WESTERN TIDEWATER REGIONAL JAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, with offices at 2402 Godwin Boulevard, Suffolk, Virginia 23434 (the "Client"), 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");

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WHEREAS, on February 1, 2016, the Client and Aramark entered into an Operating Agreement – Food Service (as amended, the "Food Service Agreement") whereby the Client granted to Aramark the exclusive right to provide food service (excluding vending machine operation) for the Client's inmates, staff and visitors and Aramark agreed to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors;

WHEREAS, the Client and Aramark desire to amend the Food Service Agreement.

NOW, THEREFORE, the parties hereto hereby amend the Food Service Agreement as follows:

Section 1. Amendment. This Amendment is authorized and entered into pursuant to and in accordance with Section 13 of the Food Service Agreement.

Section 2. Definitions. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Food Service Agreement.

Section 3. Price per Meal. In accordance with Section 3(B) of the Food Service Agreement, the price per meal shall be increased as a result of increases in CPI-FAH. The new price per meal is set forth on Attachment A and shall be in effect from February 1, 2019 through January 31, 2020.


Section 4. Term. Pursuant to Paragraph 6 of the Agreement, the parties agree to extend the term of the Agreement for an additional one-year period, commencing on February 1, 2019 and continuing through January 1, 2020.

Section 5. Ratification. Except as otherwise expressly amended herein, all the terms and conditions of the Food Service Agreement are hereby ratified and confirmed and shall continue in full force and effect.


Section 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and same Amendment.

IN WITNESS WHEREOF, the Client and Aramark have caused this Amendment to be duly executed as of the day and year first above written.

**WESTERN TIDEWATER REGIONAL JAIL
AUTHORITY**

By: 
Name: William C Smith
Title: Superintendent

**ARAMARK CORRECTIONAL SERVICES,
LLC**

By: 
Name: Mark R. Adams
Title: Vice President, Finance

Attachment A

Western Tidewater Regional Jail
Pricing Effective February 1, 2019 through January 31, 2020

Cold-Hot-Hot Menu Option

Population*	Price per Meal
Below 500	To be negotiated
500-549	\$ 1.112
550-599	\$ 1.070
600-649	\$ 1.035
650-699	\$ 0.994
700-749	\$ 0.980
750-799	\$ 0.960
800-849	\$ 0.939
850-899	\$ 0.923
900-949	\$ 0.909
950-999	\$ 0.893
1000 and Above	To be negotiated

***The total number of inmate and staff meals served per week is divided by twenty-one (21) in order to determine the price point on the sliding scale.**

FOURTH AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE

THIS FOURTH AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE (this "Amendment"), dated as of February 1, 2020, between the **WESTERN TIDEWATER REGIONAL JAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, with offices at 2402 Godwin Boulevard, Suffolk, Virginia 23434 (the "Client"), and **ARAMARK CORRECTIONAL SERVICES, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark");

WITNESSETH:

WHEREAS, on February 1, 2016, the Client and Aramark entered into an Operating Agreement – Food Service (as amended, the "Food Service Agreement") whereby the Client granted to Aramark the exclusive right to provide food service (excluding vending machine operation) for the Client's inmates, staff and visitors and Aramark agreed to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors;

WHEREAS, the Client and Aramark desire to amend the Food Service Agreement.

NOW, THEREFORE, the parties hereto hereby amend the Food Service Agreement as follows:

Section 1. Amendment. This Amendment is authorized and entered into pursuant to and in accordance with Section 13 of the Food Service Agreement.

Section 2. Definitions. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Food Service Agreement.

Section 3. Price per Meal. In accordance with Section 3(B) of the Food Service Agreement, the price per meal shall be increased as a result of increases in CPI-FAH. The new price per meal is set forth on Attachment A and shall be in effect from February 1, 2020 through January 31, 2021.


Section 4. Term. Pursuant to Paragraph 6 of the Agreement, the parties agree to extend the term of the Agreement for an additional one-year period, commencing on February 1, 2020 and continuing through January 1, 2021.

Section 5. Ratification. Except as otherwise expressly amended herein, all the terms and conditions of the Food Service Agreement are hereby ratified and confirmed and shall continue in full force and effect.


Section 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and same Amendment.

IN WITNESS WHEREOF, the Client and Aramark have caused this Amendment to be duly executed as of the day and year first above written.

**WESTERN TIDEWATER REGIONAL JAIL
AUTHORITY**

By: 
Name: William C Smith
Title: Superintendent

**ARAMARK CORRECTIONAL SERVICES,
LLC**

By: 
Name: Mark R. Adams 11-18-19
Title: Vice President, Finance

Attachment A

Western Tidewater Regional Jail
Pricing Effective February 1, 2020 through January 31, 2021

Cold-Hot-Hot Menu Option

Population*	Price per Meal
Below 500	To be negotiated
500-549	\$ 1.148
550-599	\$ 1.105
600-649	\$ 1.069
650-699	\$ 1.026
700-749	\$ 1.012
750-799	\$ 0.991
800-849	\$ 0.969
850-899	\$ 0.953
900-949	\$ 0.938
950-999	\$ 0.922
1000 and Above	To be negotiated

***The total number of inmate and staff meals served per week is divided by twenty-one (21) in order to determine the price point on the sliding scale.**

FIFTH AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE

THIS FIFTH AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE (this "Amendment"), dated as of February 1, 2021, between the **WESTERN TIDEWATER REGIONAL JAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, with offices at 2402 Godwin Boulevard, Suffolk, Virginia 23434 (the "Client"), and **ARAMARK CORRECTIONAL SERVICES, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark");

WITNESSETH:

WHEREAS, on February 1, 2016, the Client and Aramark entered into an Operating Agreement – Food Service (as amended, the "Food Service Agreement") whereby the Client granted to Aramark the exclusive right to provide food service (excluding vending machine operation) for the Client's inmates, staff and visitors and Aramark agreed to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors;

WHEREAS, the Client and Aramark desire to amend the Food Service Agreement.

NOW, THEREFORE, the parties hereto hereby amend the Food Service Agreement as follows:

Section 1. Amendment. This Amendment is authorized and entered into pursuant to and in accordance with Section 13 of the Food Service Agreement.

Section 2. Definitions. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Food Service Agreement.

Section 3. Price per Meal. Notwithstanding Section 3(B) of the Food Service Agreement and in accordance with Section 4 of the Food Service Agreement, the price per meal shall increase as a result of changes to the menu. The price per meal is set forth on Attachment A and shall remain in effect from February 1, 2021 through January 31, 2022.

Section 4. Term. Paragraph 6 of the Agreement, titled "Term of Agreement", is hereby deleted in its entirety and replaced with the following:


"6. TERM OF AGREEMENT: The term of this Agreement shall commence on February 1, 2016 and shall continue through January 31, 2023. Thereafter, the Client and Aramark may extend the Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the Client and Aramark."

Section 5. Ratification. Except as otherwise expressly amended herein, all the terms and conditions of the Food Service Agreement are hereby ratified and confirmed and shall continue in full force and effect.

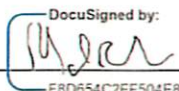
Section 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and same Amendment.

IN WITNESS WHEREOF, the Client and Aramark have caused this Amendment to be duly executed as of the day and year first above written.

**WESTERN TIDEWATER REGIONAL JAIL
AUTHORITY**

By: 
Name: William C Smith
Title: Superintendent

**ARAMARK CORRECTIONAL SERVICES,
LLC**

By: 
F8D654C2EF504E8
Name: Mark R. Adams
Title: Chief Financial Officer
1/11/2021

Attachment A

Western Tidewater Regional Jail
Pricing Effective February 1, 2021 through January 31, 2022

Population*	Price per Meal
Below 500	To be negotiated
500-549	\$ 1.218
550-599	\$ 1.175
600-649	\$ 1.139
650-699	\$ 1.096
700-749	\$ 1.082
750-799	\$ 1.061
800-849	\$ 1.039
850-899	\$ 1.023
900-949	\$ 1.008
950-999	\$ 0.992
1000 and Above	To be negotiated

***The total number of inmate and staff meals served per week is divided by twenty-one (21) in order to determine the price point on the sliding scale.**

SIXTH AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE

THIS SIXTH AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE (this "Amendment"), dated as of February 1, 2022, between the **WESTERN TIDEWATER REGIONAL JAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, with offices at 2402 Godwin Boulevard, Suffolk, Virginia 23434 (the "Client"), and **ARAMARK CORRECTIONAL SERVICES, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark");

WITNESSETH:

WHEREAS, on February 1, 2016, the Client and Aramark entered into an Operating Agreement – Food Service (as amended, the "Food Service Agreement") whereby the Client granted to Aramark the exclusive right to provide food service (excluding vending machine operation) for the Client's inmates, staff and visitors and Aramark agreed to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors;

WHEREAS, the Client and Aramark desire to amend the Food Service Agreement.

NOW, THEREFORE, the parties hereto hereby amend the Food Service Agreement as follows:

Section 1. Amendment. This Amendment is authorized and entered into pursuant to and in accordance with Section 13 of the Food Service Agreement.

Section 2. Definitions. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Food Service Agreement.

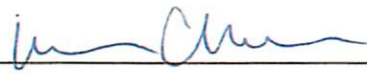
Section 3. Price per Meal. In accordance with Section 3(B) of the Food Service Agreement, the price per meal shall increase as a result of changes to the Consumer Price Index. The price per meal is set forth on Attachment A and shall remain in effect from February 1, 2022 through January 31, 2023.

Section 4. Ratification. Except as otherwise expressly amended herein, all the terms and conditions of the Food Service Agreement are hereby ratified and confirmed and shall continue in full force and effect.

Section 5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and same Amendment.

IN WITNESS WHEREOF, the Client and Aramark have caused this Amendment to be duly executed as of the day and year first above written.

**WESTERN TIDEWATER REGIONAL JAIL
AUTHORITY**

By: 
Name: William C Smith
Title: Superintendent

**ARAMARK CORRECTIONAL SERVICES,
LLC**

By:  11/10/2021
Name: Michael Santoro
Title: Vice President, Finance

Attachment A

Western Tidewater Regional Jail
Pricing Effective February 1, 2022 through January 31, 2023

Population*	Price per Meal
Below - 500	To be negotiated
500 - 549	\$ 1.275
550 - 599	\$ 1.230
600 - 649	\$ 1.192
650 - 699	\$ 1.147
700 - 749	\$ 1.133
750 - 799	\$ 1.111
800 - 849	\$ 1.088
850 - 899	\$ 1.071
900 - 949	\$ 1.055
950 - 999	\$ 1.038
1000 and above	To be negotiated

***The total number of inmate and staff meals served per week is divided by twenty-one (21) in order to determine the price point on the sliding scale.**

SEVENTH AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE

THIS SEVENTH AMENDMENT TO OPERATING AGREEMENT – FOOD SERVICE (this "Amendment"), dated as of February 1, 2023, between the **WESTERN TIDEWATER REGIONAL JAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, with offices at 2402 Godwin Boulevard, Suffolk, Virginia 23434 (the "Client"), and **ARAMARK CORRECTIONAL SERVICES, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark");

WITNESSETH:

WHEREAS, on February 1, 2016, the Client and Aramark entered into an Operating Agreement – Food Service (as amended, the "Food Service Agreement") whereby the Client granted to Aramark the exclusive right to provide food service (excluding vending machine operation) for the Client's inmates, staff and visitors and Aramark agreed to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors;

WHEREAS, the Client and Aramark desire to amend the Food Service Agreement.

NOW, THEREFORE, the parties hereto hereby amend the Food Service Agreement as follows:

Section 1. Amendment. This Amendment is authorized and entered into pursuant to and in accordance with Section 13 of the Food Service Agreement.

Section 2. Definitions. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Food Service Agreement.

Section 3. Price per Meal. In accordance with Section 3(B) of the Food Service Agreement, the parties agree that the price per meal charged to Client by Aramark shall be changed as set forth on Attachment A as a result of changes to the Consumer Price Index. These prices shall be effective from February 1, 2023 through June 30, 2023 and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any other prior agreements between the parties.


Section 4. Term. Pursuant to Section 4 of the Fifth Amendment to the Food Service Agreement, the parties mutually agree to extend the term of the Food Service Agreement from February 1, 2023 through June 30, 2023.

Section 5. Ratification. Except as otherwise expressly amended herein, all the terms and conditions of the Food Service Agreement are hereby ratified and confirmed and shall continue in full force and effect.


Section 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and same Amendment.

IN WITNESS WHEREOF, the Client and Aramark have caused this Amendment to be duly executed as of the day and year first above written.

**WESTERN TIDEWATER REGIONAL JAIL
AUTHORITY**

By: 
Name: William C Smith
Title: Superintendent

**ARAMARK CORRECTIONAL SERVICES,
LLC**

By: 
Name: Stephen Yarsinsky
Title: Vice President, Finance

Attachment A				
Western Tidewater Regional Jail				
Pricing Effective February 1, 2023 through June 30, 2023				
Population*			Price per Meal	
Below	-	500		To be negotiated
500	-	549	\$	1.383
550	-	599	\$	1.335
600	-	649	\$	1.294
650	-	699	\$	1.245
700	-	749	\$	1.229
750	-	799	\$	1.205
800	-	849	\$	1.180
850	-	899	\$	1.162
900	-	949	\$	1.145
950	-	999	\$	1.127
1000	and	above		To be negotiated

***The total number of inmate and staff meals served per week is divided by twenty-one (21) in order to determine the price point on the sliding scale.**