

# PENDING APPROVAL

501

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE June 30, 2010 AGENDA

DEPARTMENT: Sheriff REQUESTED BY: John Waldenville

REQUISITION NO.: 11008073 REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: Sheriff's Special Fund - Inmate Food

FUND NUMBERS: 1161 / 5146 / 54307

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION?  YES  NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: \_\_\_\_\_

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve renew of Contract between Oklahoma County And Aramark Correctional Services, LLC, to provide food service for the County's Inmates at the Oklahoma County Detention facility. This agreement shall being on July 1, 2010 and end on June 30, 2011. Requisition No. 11008073 has been issued to Aramark Correctional Services, LLC in the amount of \$155,000 from Sheriff's Special Fund-Inmate Food (1161-5146-54307-2011), contingent upon encumbrance of funds.

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

 8/21/2010  
ASSISTANT DISTRICT ATTORNEY

\_\_\_\_\_  
COUNTY ENGINEER

  
PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY:  YES  N/A

COUNTY CLERK:   YES  N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

**(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)**

DATE OF REQUEST: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

CHAIRMAN

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OFFICE  
2010 JUN 21 PM 2:24  
CLERK OF COUNTY CLERK

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-17-2010

Requisition No--: J1006073  
Requisition Type--: Purchase Requisition  
Creation Date--: 06-17-2010  
Description--: FY 2010-2011 Contracted Inmate Food Service for July 2010 (Bid 10909362)

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Hodges, Melissa	155,000	\$ 1.00	\$155,000.00	SUPPLIES.FOOD
Item Description: FY 2010-2011 Contracted Inmate Food Service for July 2010 (Bid 10909362)				
Vendor: ARAMARK CORRECTIONAL SERVICES				
Distribution: 4161.5145.54307.2011				
Requisition Total:				\$155,000.00

*- 2011  
- INMATE FOOD  
- INMATE FOOD  
- SERVICE SPEC Rev*

Approval Action (Circle One)

Approve  Forward  Reject

Forward To : \_\_\_\_\_

Note : \_\_\_\_\_

Signature: *[Handwritten Signature]*

# PENDING APPROVAL

## Amendment No. 1 to Operating Agreement – Food Service

**THIS AMENDMENT NO. 1** (the "Amendment"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the **County of Oklahoma**, with offices at 320 Robert S. Kerr, Suite 117, Oklahoma City, OK 73102 (the "County") and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("ARAMARK").

**WHEREAS**, the County and ARAMARK entered into an Operating Agreement dated November 25, 2009 for the management of the food service operation at the Oklahoma County Detention Facility (the "Agreement"); and

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2010.


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

1. **Term:** In accordance with Paragraph 7 of the Agreement, the parties agree to extend the term of the Agreement for a one-year period effective from July 1, 2010 through June 30, 2011.
2. **Price Adjustment:** In accordance with Paragraph 3.B of the Agreement, the parties agree that the price per meal charged to the County by ARAMARK shall be changed as set forth on Attachment A. The pricing shall be effective from July 1, 2010 through June 30, 2011.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

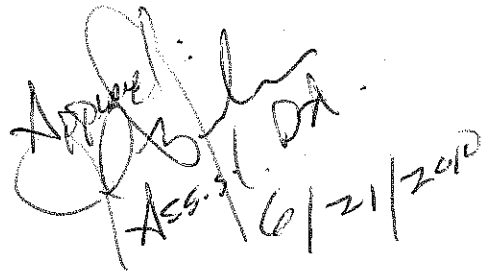
**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

**ARAMARK Correctional Services, LLC**

**County of Oklahoma**

By:   
David Kimmel  
Vice President – Finance

By: \_\_\_\_\_  
Name:  
Title:

  
Approved: [Signature] DA  
6/21/2010

# PENDING APPROVAL

**Attachment A**  
**Oklahoma County, Oklahoma**  
**Effective from July 1, 2010 through June 30, 2011**

Inmate Price Per Meal: \$0.681

Staff/Visitor Price Per Meal: \$0.681

# PENDING APPROVAL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Board of County Commissioners  
Oklahoma County, Oklahoma County

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Approved as to form and legality:

\_\_\_\_\_  
Assistant District Attorney

ATTEST: \_\_\_\_\_, Deputy  
Carolynn Caudill, County Clerk

**Oklahoma County Detention Center  
Market Basket Price Redetermination Statement  
Period Ended February 29th, 2010**

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>February Category CPI %</u>	<u>Weighted CPI %</u>	<u>Menu Weighting</u>	<u>Annual CPI (2008 to 2009)</u>	<u>Weighted CPI %</u>
Baked Goods	16.03%	-1.06%	-0.17%	16.03%	3%	0.48%
Beverage	3.28%	-1.16%	-0.04%	3.28%	1.90%	0.06%
Dairy	2.70%	-1.34%	-0.04%	2.70%	-6.40%	-0.17%
Grocery	36.79%	-0.19%	-0.07%	36.79%	3.75%	1.38%
Produce	14.79%	-1.63%	-0.24%	14.79%	-2.10%	-0.31%
Protein	26.42%	-3.74%	-0.99%	26.42%	-0.40%	-0.11%
<b>TOTAL</b>	<b>100.00%</b>		<b>-1.55%</b>	<b>100.00%</b>		<b>1.33%</b>
<b>February 2010 CPI Food Away from Home Index</b>			<b>1.40%</b>	<b>3.50%</b>		

**Greater of Market Basket to February CPI - Food Away from Home**

**1.40%**

# PENDING APPROVAL

**Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group**

(1982-84=100, unless otherwise noted)

Item and group	Annual average 2008	Annual average 2009	Percent change from 2008 to 2009
<b>Expenditure category</b>			
All items .....	215.303	214.537	-0.4
All items (1967=100) .....	644.951	642.658	-
Food and beverages .....	214.225	218.249	1.9
Food .....	214.106	217.955	1.8
Food at home .....	214.125	215.124	.5
Cereals and bakery products .....	244.853	252.567	3.2
Meats, poultry, fish, and eggs .....	204.653	203.805	-.4
Dairy and related products .....	210.396	197.013	-6.4
Fruits and vegetables .....	278.932	272.945	-2.1
Nonalcoholic beverages and beverage materials .....	160.045	163.034	1.9
Other food at home .....	184.166	191.220	3.8
Sugar and sweets .....	186.577	196.933	5.6
Fats and oils .....	196.751	201.224	2.3
Other foods .....	198.103	205.497	3.7
Other miscellaneous foods <sup>1</sup> .....	119.924	122.393	2.1
Food away from home .....	215.769	223.272	3.5
Other food away from home <sup>1</sup> .....	150.640	155.852	3.5
Alcoholic beverages .....	214.484	220.751	2.9
Housing .....	216.264	217.057	.4
Shelter .....	246.666	249.354	1.1
Rent of primary residence .....	243.271	248.812	2.3
Lodging away from home <sup>1</sup> .....	143.664	134.243	-6.6
Owners' equivalent rent of primary residence <sup>2 3</sup> .....	252.426	256.610	1.7
Tenants' and household insurance <sup>1</sup> .....	118.843	121.487	2.2
Fuels and utilities .....	220.018	210.696	-4.2
Household energy .....	200.808	188.113	-6.3
Fuel oil and other fuels .....	334.405	239.778	-28.3
Gas (piped) and electricity .....	202.212	193.563	-4.3
Water and sewer and trash collection services <sup>1</sup> .....	152.117	161.145	5.9
Household furnishings and operations .....	127.800	128.701	.7
Household operations <sup>1</sup> .....	147.542	150.265	1.8
Apparel .....	118.907	120.078	1.0
Men's and boys' apparel .....	113.032	113.628	.5
Women's and girls' apparel .....	107.460	108.091	.6
Infants' and toddlers' apparel .....	113.762	114.489	.6
Footwear .....	124.157	126.854	2.2
Transportation .....	195.549	179.252	-8.3
Private transportation .....	191.039	174.762	-8.5
New and used motor vehicles <sup>1</sup> .....	93.291	93.486	.2
New vehicles .....	134.194	135.623	1.1
Used cars and trucks .....	133.951	126.973	-5.2
Motor fuel .....	279.652	201.978	-27.8
Gasoline (all types) .....	277.457	201.555	-27.4
Motor vehicle parts and equipment .....	128.747	134.050	4.1
Motor vehicle maintenance and repair .....	233.859	243.337	4.1
Public transportation .....	250.549	236.348	-5.7
Medical care .....	364.065	375.613	3.2
Medical care commodities .....	296.045	305.108	3.1
Medical care services .....	384.943	397.299	3.2
Professional services .....	310.968	319.372	2.7
Hospital and related services .....	533.953	567.879	6.4

See footnotes at end of table.

# PENDING APPROVAL

**Table 3A. Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, detailed expenditure categories**

(1982-84=100, unless otherwise noted)

Item and Group	Annual average 2008	Annual average 2009	Percent change from 2008 to 2009
<b>Expenditure category</b>			
All items .....	215.303	214.537	-0.4
All items (1967=100) .....	644.951	642.658	-
Food and beverages .....	214.225	218.249	1.9
Food .....	214.106	217.955	1.8
Food at home .....	214.125	215.124	.5
Cereals and bakery products .....	244.853	252.567	3.2
Cereals and cereal products .....	214.403	221.765	3.4
Flour and prepared flour mixes .....	225.830	231.790	2.6
Breakfast cereal .....	212.149	217.745	2.6
Rice, pasta, cornmeal .....	218.763	229.900	5.1
Rice <sup>1 2</sup> .....	152.842	160.992	5.3
Bakery products .....	261.026	268.906	3.0
Bread <sup>2</sup> .....	160.559	162.576	1.3
White bread <sup>1</sup> .....	294.237	297.789	1.2
Bread other than white <sup>1</sup> .....	305.532	309.503	1.3
Fresh biscuits, rolls, muffins <sup>2</sup> .....	151.815	154.895	2.0
Cakes, cupcakes, and cookies .....	239.896	250.671	4.5
Cookies <sup>1</sup> .....	232.443	244.084	5.0
Fresh cakes and cupcakes <sup>1</sup> .....	247.176	256.729	3.9
Other bakery products .....	236.523	245.947	4.0
Fresh sweetrolls, coffeecakes, doughnuts <sup>1</sup> .....	245.518	251.864	2.6
Crackers, bread, and cracker products <sup>1</sup> .....	273.883	286.529	4.6
Frozen and refrigerated bakery products, pies, tarts, turnovers <sup>1</sup> .....	242.639	255.770	5.4
Meats, poultry, fish, and eggs .....	204.653	203.805	-.4
Meats, poultry, and fish .....	203.566	204.620	.5
Meats .....	201.815	200.545	-.6
Beef and veal .....	220.586	218.273	-1.0
Uncooked ground beef .....	196.436	198.469	1.0
Uncooked beef roasts <sup>2</sup> .....	160.700	158.000	-1.7
Uncooked beef steaks <sup>2</sup> .....	155.301	150.065	-3.4
Uncooked other beef and veal <sup>2</sup> .....	150.909	151.201	.2
Pork .....	185.034	181.366	-2.0
Bacon, breakfast sausage, and related products <sup>2</sup> .....	128.039	127.702	-.3
Bacon and related products <sup>1</sup> .....	219.349	215.861	-1.6
Breakfast sausage and related products <sup>1 2</sup> .....	125.914	128.281	1.9
Ham .....	182.700	182.013	-.4
Ham, excluding canned <sup>1</sup> .....	204.847	204.304	-.3
Pork chops .....	174.611	168.362	-3.6
Other pork including roasts and picnics <sup>2</sup> .....	117.852	112.591	-4.5
Other meats .....	190.588	194.901	2.3
Frankfurters <sup>1</sup> .....	185.350	188.824	1.9
Lunchmeats <sup>1 2</sup> .....	124.530	128.500	3.2
Lamb and organ meats <sup>1</sup> .....	251.049	253.482	1.0
Lamb and mutton <sup>1 2</sup> .....	-	154.176	-
Poultry .....	200.901	204.220	1.7
Chicken <sup>2</sup> .....	130.727	132.622	1.4
Fresh whole chicken <sup>1</sup> .....	207.853	211.823	1.9
Fresh and frozen chicken parts <sup>1</sup> .....	199.765	201.717	1.0
Other poultry including turkey <sup>2</sup> .....	125.131	128.306	2.5
Fish and seafood .....	232.122	240.556	3.6
Fresh fish and seafood <sup>2</sup> .....	139.028	140.486	1.0
Processed fish and seafood <sup>2</sup> .....	120.496	128.549	6.7
Canned fish and seafood <sup>1</sup> .....	157.149	175.057	11.4
Frozen fish and seafood <sup>1</sup> .....	254.251	265.929	4.6
Eggs .....	222.708	190.024	-14.7
Dairy and related products .....	210.396	197.013	-6.4
Milk <sup>2</sup> .....	148.507	128.978	-13.2
Fresh whole milk <sup>1</sup> .....	217.220	183.170	-15.7
Fresh milk other than whole <sup>1 2</sup> .....	149.409	132.972	-11.0
Cheese and related products .....	214.546	203.457	-5.2
Ice cream and related products .....	192.776	196.622	2.0
Other dairy and related products <sup>2</sup> .....	140.413	137.100	-2.4

See footnotes at end of table.

# PENDING APPROVAL

**Table 3A. Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, detailed expenditure categories -Continued**

(1982-84=100, unless otherwise noted)

Item and Group	Annual average 2008	Annual average 2009	Percent change from 2008 to 2009
<b>Expenditure category</b>			
Fruits and vegetables .....	278.932	272.945	-2.1
Fresh fruits and vegetables .....	328.297	312.654	-4.8
Fresh fruits .....	345.416	324.364	-6.1
Apples .....	333.496	288.225	-13.6
Bananas .....	207.394	207.256	-.1
Citrus fruits <sup>2</sup> .....	211.230	198.806	-5.9
Oranges, including tangerines <sup>1</sup> .....	410.647	407.986	-.6
Other fresh fruits <sup>2</sup> .....	118.402	112.316	-5.1
Fresh vegetables .....	309.810	299.349	-3.4
Potatoes .....	324.624	318.491	-1.9
Lettuce .....	286.518	287.850	.5
Tomatoes .....	332.622	303.981	-8.6
Other fresh vegetables .....	308.363	299.045	-3.0
Processed fruits and vegetables <sup>2</sup> .....	139.326	148.552	6.6
Canned fruits and vegetables <sup>2</sup> .....	140.125	152.111	8.6
Canned fruits <sup>1 2</sup> .....	135.572	142.834	5.4
Canned vegetables <sup>1 2</sup> .....	147.013	162.448	10.5
Frozen fruits and vegetables <sup>2</sup> .....	136.335	141.370	3.7
Frozen vegetables <sup>1</sup> .....	190.638	197.057	3.4
Other processed fruits and vegetables including dried <sup>2</sup> ..	140.870	149.281	6.0
Dried beans, peas, and lentils <sup>1 2</sup> .....	158.993	177.103	11.4
Nonalcoholic beverages and beverage materials .....	160.045	163.034	1.9
Juices and nonalcoholic drinks <sup>2</sup> .....	123.053	126.280	2.6
Carbonated drinks .....	146.970	154.082	4.8
Frozen noncarbonated juices and drinks <sup>2</sup> .....	146.732	150.516	2.6
Nonfrozen noncarbonated juices and drinks <sup>2</sup> .....	117.532	118.005	.4
Beverage materials including coffee and tea <sup>2</sup> .....	112.780	113.254	.4
Coffee .....	188.027	186.317	-.9
Roasted coffee <sup>1</sup> .....	192.302	191.137	-.6
Instant and freeze dried coffee <sup>1</sup> .....	204.694	200.884	-1.9
Other beverage materials including tea <sup>2</sup> .....	122.839	124.322	1.2
Other food at home .....	184.166	191.220	3.8
Sugar and sweets .....	186.577	196.933	5.6
Sugar and artificial sweeteners .....	170.491	178.269	4.6
Candy and chewing gum <sup>2</sup> .....	123.163	130.161	5.7
Other sweets <sup>2</sup> .....	135.120	143.236	6.0
Fats and oils .....	196.751	201.224	2.3
Butter and margarine <sup>2</sup> .....	154.470	155.924	.9
Butter <sup>1</sup> .....	178.170	165.401	-7.2
Margarine <sup>1</sup> .....	227.671	243.778	7.1
Salad dressing <sup>2</sup> .....	119.104	125.284	5.2
Other fats and oils including peanut butter <sup>2</sup> .....	144.452	146.439	1.4
Peanut butter <sup>1 2</sup> .....	128.011	133.189	4.0
Other foods .....	198.103	205.497	3.7
Soups .....	227.453	234.687	3.2
Frozen and freeze dried prepared foods .....	163.515	168.090	2.8
Snacks .....	199.824	213.232	6.7
Spices, seasonings, condiments, sauces .....	204.631	214.731	4.9
Salt and other seasonings and spices <sup>1 2</sup> .....	119.141	122.161	2.5
Olives, pickles, relishes <sup>1 2</sup> .....	127.089	134.606	5.9
Sauces and gravies <sup>1 2</sup> .....	116.751	126.345	8.2
Other condiments <sup>1</sup> .....	238.580	241.780	1.3
Baby food <sup>2</sup> .....	137.715	139.985	1.6
Other miscellaneous foods <sup>2</sup> .....	119.924	122.393	2.1
Prepared salads <sup>1 3</sup> .....	102.794	105.579	2.7
Food away from home .....	215.769	223.272	3.5
Full service meals and snacks <sup>2</sup> .....	135.422	139.223	2.8
Limited service meals and snacks <sup>2</sup> .....	136.930	142.641	4.2
Food at employee sites and schools <sup>2</sup> .....	131.837	137.322	4.2
Food at elementary and secondary schools <sup>1 4</sup> .....	110.249	115.377	4.7

See footnotes at end of table.

# PENDING APPROVAL

**Table 3A. Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, detailed expenditure categories -Continued**

(1982-84=100, unless otherwise noted)

Item and Group	Annual average 2008	Annual average 2009	Percent change from 2008 to 2009
<b>Expenditure category</b>			
Food from vending machines and mobile vendors <sup>2</sup> .....	124.099	129.729	4.5
Other food away from home <sup>2</sup> .....	150.640	155.852	3.5
Alcoholic beverages .....	214.484	220.751	2.9
Alcoholic beverages at home .....	184.904	190.281	2.9
Beer, ale, and other malt beverages at home .....	190.320	197.448	3.7
Distilled spirits at home .....	185.032	189.207	2.3
Whiskey at home <sup>1</sup> .....	188.032	195.077	3.7
Distilled spirits, excluding whiskey, at home <sup>1</sup> .....	181.922	184.875	1.6
Wine at home .....	168.729	172.112	2.0
Alcoholic beverages away from home .....	277.394	285.550	2.9
Beer, ale, and other malt beverages away from home <sup>1 2</sup> .....	139.817	143.517	2.6
Wine away from home <sup>1 2</sup> .....	151.733	158.028	4.1
Distilled spirits away from home <sup>1 2</sup> .....	147.671	150.414	1.9
Housing .....	216.264	217.057	.4
Shelter .....	246.666	249.354	1.1
Rent of primary residence .....	243.271	248.812	2.3
Lodging away from home <sup>2 5</sup> .....	143.664	134.243	-6.6
Housing at school, excluding board <sup>6</sup> .....	388.834	408.388	5.0
Other lodging away from home including hotels and motels <sup>5</sup> .....	300.970	279.215	-7.2
Owners' equivalent rent of primary residence <sup>6 7</sup> .....	252.426	256.610	1.7
Tenants' and household insurance <sup>2</sup> .....	118.843	121.487	2.2
Fuels and utilities .....	220.018	210.696	-4.2
Household energy .....	200.808	188.113	-6.3
Fuel oil and other fuels .....	334.405	239.778	-28.3
Fuel oil .....	365.000	240.197	-34.2
Propane, kerosene, and firewood <sup>8</sup> .....	344.190	293.062	-14.9
Gas (piped) and electricity .....	202.212	193.563	-4.3
Electricity .....	187.146	192.712	3.0
Utility (piped) gas service .....	247.803	193.717	-21.8
Water and sewer and trash collection services <sup>2</sup> .....	152.117	161.145	5.9
Water and sewerage maintenance .....	331.326	354.434	7.0
Garbage and trash collection <sup>9</sup> .....	364.695	376.402	3.2
Household furnishings and operations .....	127.800	128.701	.7
Window and floor coverings and other linens <sup>2</sup> .....	78.208	75.334	-3.7
Floor coverings <sup>2</sup> .....	118.119	118.794	.6
Window coverings <sup>2</sup> .....	85.779	82.202	-4.2
Other linens <sup>2</sup> .....	65.916	62.988	-4.4
Furniture and bedding .....	124.535	124.787	.2
Bedroom furniture .....	143.715	142.963	-.5
Living room, kitchen, and dining room furniture <sup>2</sup> .....	90.469	90.711	.3
Other furniture <sup>2</sup> .....	88.209	89.355	1.3
Infants' furniture <sup>1 4</sup> .....	-	-	-
Appliances <sup>2</sup> .....	89.896	91.063	1.3
Major appliances <sup>2</sup> .....	101.385	101.909	.5
Laundry equipment <sup>1</sup> .....	117.332	116.154	-1.0
Other appliances <sup>2</sup> .....	75.315	77.291	2.6
Other household equipment and furnishings <sup>2</sup> .....	75.614	73.991	-2.1
Clocks, lamps, and decorator items .....	69.854	67.192	-3.8
Indoor plants and flowers <sup>10</sup> .....	128.215	127.436	-.6
Dishes and flatware <sup>2</sup> .....	73.301	72.516	-1.1
Nonelectric cookware and tableware <sup>2</sup> .....	95.906	97.137	1.3
Tools, hardware, outdoor equipment and supplies <sup>2</sup> .....	93.454	94.170	.8
Tools, hardware and supplies <sup>2</sup> .....	98.953	99.244	.3
Outdoor equipment and supplies <sup>2</sup> .....	90.660	91.395	.8
Housekeeping supplies .....	176.544	183.138	3.7
Household cleaning products <sup>2</sup> .....	115.904	121.446	4.8
Household paper products <sup>2</sup> .....	146.845	156.070	6.3
Miscellaneous household products <sup>2</sup> .....	116.295	116.834	.5
Household operations <sup>2</sup> .....	147.542	150.265	1.8
Domestic services <sup>2</sup> .....	142.756	144.081	.9

See footnotes at end of table.

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## OPERATING AGREEMENT - FOOD SERVICE

This **OPERATING AGREEMENT** (the "Agreement") is made as of November 25, 2009 by and between the **County of Oklahoma** with offices at 320 Robert S. Kerr, Suite 117, Oklahoma City, OK 73102 (the "County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having a place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

### WITNESSETH:

1. **GRANT:** The County hereby grants to ARAMARK the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff and visitors at the Oklahoma County Detention Facility located at 201 North Shartel Avenue, Oklahoma City, OK 73102 (the "Facility"). ARAMARK hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association.
- B. The Food and Nutritional Board of the National Academy Science as prescribed for inmates.
- C. The State of Oklahoma.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **Facilities And Equipment:** The County shall, at its expense, provide ARAMARK with adequate preparation kitchen, office and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including local telephone service) as may be reasonably required for the efficient performance of the Agreement. ARAMARK shall be responsible for the cost of long distance telephone service.

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

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from ARAMARK to do so, ARAMARK may, in its discretion and at its option, choose to provide, and bill the County for the actual purchase price of such equipment, repair, maintenance and replacement services or supplies. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market, and shall be presented to the County with proof of actual purchase price for equipment, repair, maintenance, or replacement services or supplies.

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**B. Emergency Plan:** ARAMARK shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK's menu cycle and service methods. However, ARAMARK shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

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

**D. Food Products, Cleaning Supplies, and Consumable Supplies:** ARAMARK shall purchase and pay for all food products, kitchen cleaning supplies, and consumable supplies, including paper products, styrofoam products, and plastic silverware. Products purchased for use in the food service operation shall be the property of ARAMARK. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

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

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

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

**G. Sanitation:** ARAMARK shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside the kitchen facilities provided to ARAMARK. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

**H. Personnel:** ARAMARK shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The

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number of inmates required shall be determined by the County liaison and ARAMARK's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of ARAMARK shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of ARAMARK to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

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

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

**I. Equal Employment Opportunity:** ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age between 18 and 70, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

**J. 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 County upon written request.

**K. Insurance and Indemnification:** 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.

Each party to this contract shall be responsible for its own acts of negligence.

**L. Damages:** In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

**M. Compliance With Laws:** Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

**N. License, Fees, Permits, And Taxes:** ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. In the event that a sales or similar tax is assessed against ARAMARK related to the services provided for in this Agreement, the parties shall mutually agree as to what amount of the taxes the County shall reimburse ARAMARK for. The costs for expenses such as; laundry, uniforms, general liability insurance, long distance telephone expenses, computer for our use, office supplies, postage, food products, taxes and licenses, employment advertising expenses, and others as per your specifications, will be the responsibility of ARAMARK.

### **3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:**

**A. Meal Service and Prices:** ARAMARK shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. ARAMARK will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify ARAMARK of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, 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 June 30, 2010. Per meal prices for each subsequent 12-month period shall and must be negotiated annually, by an amount to be mutually agreed upon and set forth in an amendment to this Agreement. Price increase shall not exceed Five Percent (5%) for any one year period.

**C. Fresh Favorites:** ARAMARK shall implement its Fresh Favorites program at a date mutually agreeable to by both parties. ARAMARK shall determine the prices at which Fresh Favorites items shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in

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its product, labor or equipment costs, ARAMARK may increase its Fresh Favorites prices to recover such increased costs, maintaining its historical mark-up, upon written authorization by the County and/or Sheriff at mutually agreed upon prices. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite item purchased by an inmate is delivered.

ARAMARK shall pay to the County a commission in an amount equal to Twenty Percent (20%) of Net Sales on the Fresh Favorite items. Within fifteen (15) days after the end of each month, ARAMARK shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Paragraph "Net Sales" means total Fresh Favorite products sales, less sales or use taxes and authorized returns.

**D. Billing:** ARAMARK shall submit to the County on Monday of every week, for the preceding week an invoice for inmate/staff meals served and other goods or services provided by ARAMARK, if any. The invoice shall reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:

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

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

**E. Manner Of Payment:** Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after receipt of invoice. Such payment shall be sent to:

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

4. **MATERIAL ADVERSE CHANGE:** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the 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. If the parties cannot reach

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a mutual agreement as to price modifications, this Agreement shall terminate in accordance with Section 9(c) below.

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

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

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

7. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on December 14, 2009 (the "Effective Date") and continue through June 30, 2010. By mutual agreement, this Agreement may be renewed for two (2) additional one year periods and one (1) additional period which will commence on July 1, 2012 through December 13, 2012. Thereafter, the County and ARAMARK may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been negotiated and mutually agreed upon by the County and ARAMARK if approved by the Sheriff and the Board of County Commissioners at a regularly scheduled board meeting.

8. **TERMINATION:**

A. **Termination For Convenience:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon thirty (30) days notice to the other party.

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**B. Termination For Default:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

**C. Consequences Of Termination:** If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all actual inmate and staff meals, and other services, actually provided by ARAMARK to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided by ARAMARK shall survive the termination or expiration of this Agreement, but only if ARAMARK provides written receipt or proof of such actual costs.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by ARAMARK, to purchase ARAMARK's usable inventory of food and supplies. The purchase price for such inventory shall be ARAMARK's invoice cost.

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

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

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

12. **ASSIGNMENT:** ARAMARK may not assign this Agreement without the County's prior written consent; consent shall 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. Any affiliate must keep and honor all obligations currently contained within this Agreement.

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

14. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and ARAMARK and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and ARAMARK.

15. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. **WAIVER:** The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

*[Remainder of Page Intentionally Left Blank]*

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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 Oklahoma  
State of Oklahoma**

By: *David Kimmel*  
David Kimmel  
Vice President-Finance

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_

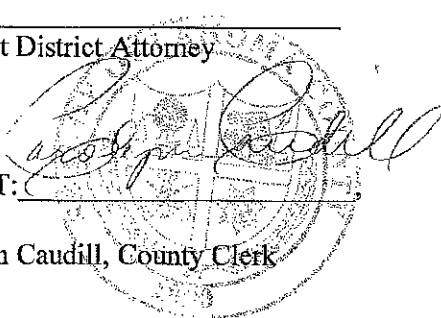
APPROVED this 25<sup>th</sup> day of November, 2009.

**Board of County Commissioners  
Oklahoma County, Oklahoma County**

Approved as to form and legality:

\_\_\_\_\_  
Assistant District Attorney

ATTEST: *Carolynn Caudill*  
Deputy  
Carolynn Caudill, County Clerk



*Raymond R. Vaughn*

Chairman

*Chilly A. [Signature]*

Member

*Brian Maughan*

Member

# PENDING APPROVAL

**Attachment A**  
**Oklahoma County, Oklahoma**  
**Effective December 14, 2009 through June 30, 2010**

<b>Inmate Price Per Meal:</b>	<b>\$0.672</b>
<b>Staff/Visitor Price Per Meal:</b>	<b>\$0.672</b>

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## Attachment B

**See Attached- ARAMARK's Technical Proposal, submitted in response to the Oklahoma County Request for Proposal 10909262.**

**See Attached- ARAMARK's Cost Proposal, submitted in Response to the Oklahoma County Request for Proposal 10909262.**