

AGREEMENT TO PROVIDE FOOD SERVICES FOR ADULT DETENTION FACILITY
between
LARAMIE COUNTY and SUMMIT FOOD SERVICE, LLC

THIS AGREEMENT is made and entered into by and between Laramie County, 310 W. 19th St., Suite 300, Cheyenne, Wyoming 82001 ("COUNTY"), and Summit Food Service, a New Mexico Limited Liability Company, 500 East 52nd Street, Sioux Falls, SD 57104 ("CONTRACTOR"). The parties agree as follows:

WHEREAS, Laramie County operates and maintains the Laramie County Adult Detention Facility and desires to contract for the feeding services with the CONTRACTOR;

WHEREAS, the purpose of this Agreement is to secure the services of CONTRACTOR in providing nutritious meals that meet the standards of the National Research Council and the American Corrections Association's (ACA) recommended Dietary Allowances (RDA) for the Laramie County Adult Detention Facility, located at 1910 Pioneer Ave, Cheyenne, WY 82001.

NOW THEREFORE, Laramie County and Summit Food Service agree to the following:

1.1 Food and Supplies

1.1.1 Procurement of Food

The CONTRACTOR shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food products related to food production, service and management applicable to the contract.

1.1.2 Compliance with U.S. Grades

All food and supplies purchased shall be in conformance with the specified minimum U.S. Standards for Grades. In the absence of grade labeling, the CONTRACTOR shall provide the COUNTY with packers' labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. The COUNTY shall periodically, or as necessary, inspect the CONTRACTOR's inventory of food and supplies to determine that purchase standards are maintained. Grade minimum for food items shall be as follows:

- a. Meat - USDA No. 1 or choice, cut to IMP specifications.
- b. Seafood - U.S. Grade A, certified
- c. Poultry- U.S. Grade A
- d. Eggs - U.S. Grade A medium size
- e. Pure ground beef - USDA utility or better, not to exceed 18% to 22% fat
- f. Fresh fruits, vegetables - USDA Grade A or B
- g. Canned fruits, vegetables, juices - USDA Grade A or B

- h. Frozen fruits, vegetables, juices - USDA Grade A or
- i. Dairy products, cheese - USDA Grade A or B

1.1.3 Use of Natural, Low Fat Products

The CONTRACTOR shall use natural, low fat products whenever possible. Natural, low-fat processed cheeses may be used for cooking purposes. Tropical oils may not be used by the CONTRACTOR for cooking purposes.

1.1.4 Meat Cuts

All meat cuts shall be in accordance with USDA IMP specifications. These grades are intended as minimum standards only and the CONTRACTOR is encouraged to exceed these minimums whenever possible. All other foodstuffs not included in the above categories shall be of comparable quality.

1.1.5 Meat Content

Ground beef patties may contain a maximum fat content of the finished raw patty of 18% to 22%.

1.1.6 Commodities

The CONTRACTOR agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The CONTRACTOR reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:

- a. The CONTRACTOR will properly handle, store and prepare all commodities.
- b. A weekly inventory of all commodities shall be taken by the CONTRACTOR. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft or shrinkage, and the balance at the end of the week.
- c. Commodities received will be used solely for the benefit of those persons in COUNTY correctional or institutional facilities.
- d. The CONTRACTOR shall not enter into subcontracts for further processing of commodities on behalf of the COUNTY.

1.2 Frequency of Meals

The CONTRACTOR shall provide meals at least three (3) times per day in a meal pattern of one (1) cold meal and two (2) hot meals per day. Different meal patterns may

be asked for and conducted when these different meal patterns are agreed on by the COUNTY and CONTRACTOR. Regular meal times will be established with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. The CONTRACTOR shall provide a sack lunch to inmates who miss the service of the regularly scheduled meal. The sack lunch shall meet the nutritional needs of the inmates. The lunch shall consist of 2 sandwiches with a total of 3 ounces of meat, cheese or peanut butter meat equivalent; 1 condiment, 1 fresh fruit, 1 dessert or chip item, and a milk beverage. Snacks and nutritional supplements may be required by certain facilities and will be charged separately.

The Laramie COUNTY Sheriff Department shall provide the number of meals to be prepared for each meal/sack lunch/snack which will be called the "Census Count". This count will be given at a mutually agreed upon time and this count will be used to prepare for all three (3) meals.

The daily billing count will be the greater of the "Census Count or the "Actual Count" whichever is greater.

1.3 Menu Cycles

Meals provided by the CONTRACTOR shall follow an approved menu cycle, pre-approved by a dietician registered with the State of Wyoming, with a minimum cycle length of three weeks. Cycle menus shall be changed a minimum of two times per year. A nutritional analysis of each menu cycle shall be submitted to the COUNTY to verify that nutritional standards are being met.

1.4 Menu Planning

Menus shall be planned by the CONTRACTOR in accordance with the National Research Council and the American Corrections Association's (ACA) recommended Dietary Allowances (RDA) to meet the nutritional needs of the individuals.

The CONTRACTOR menus shall provide a variety of foods in adequate amounts to meet the National Research Council and the American Corrections Association's (ACA) recommended Dietary Allowances (RDA) to meet the nutritional needs of the individuals. These shall be adjusted for age, gender, therapeutic modifications if needed, and activity level of the inmates. The CONTRACTOR shall retain copies of pertinent standards at the individual facilities. The menus at all COUNTY facilities shall have an average caloric base of 2500 to 3000 calories per day. A variety of food flavors, textures, temperatures, and appearances shall be used. The CONTRACTOR shall provide a method to monitor inmate preferences and to make acceptability adjustments. Therapeutic modifications are prescribed on an individual basis by physician/medical personnel order only and include, but are not limited to low fat/low cholesterol, low sodium, protein controlled, diabetic, and bland. To avoid excessive fat calories which result in more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall not exceed ½ ounce per serving. These

high fat items shall not be added to meals or menus when they are not appropriate. For example, margarine shall not be added to meals with entrees such as hot dogs when using a more appropriate condiment such as mustard is warranted.

1.5 Menu Review and Approval

The menus prepared by the CONTRACTOR shall be reviewed and approved by a Registered Dietitian who is licensed by the State of Wyoming, in order to ensure compliance with all of the previously mentioned regulations and RDAs for age and gender of all groups.

1.6 Recipes and Production Standards

The CONTRACTOR shall maintain standardized recipes and portion control procedures for the COUNTY. Standardized recipes must be followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements. All recipes and production directions shall be in writing and followed implicitly to assure consistency of taste and quality in food products served. Production such as grilling, French frying, steam cooking, etc., of items shall be continuous through each meal period with large quantities prepared as close as possible to the time they will be served, while still maintaining quality and adequate stock to avoid delay in service. The COUNTY shall have free access to any and all records of recipes, production sheets, product specifications, and quantities of food issued to each of the facilities served by this contract.

1.7 Menu Modifications and Substitutions

CONTRACTOR shall make modifications in the menu to accommodate medical nutrition therapy as prescribed by the physician/medical team for individuals. Modifications in the menu made to accommodate altered consistency needs for the individuals will be provided as prescribed by the medical team.

CONTRACTOR shall maintain documentation of all meals served, including substitutions. A written method for food substitutions shall be maintained and shall be reviewed by a Registered Dietitian who is licensed in Wyoming to assure nutrient content of substituted foods is comparable. Food substitutions must be available to accommodate food avoidances due to religious beliefs/practices/observances and inmate needs in compliance with Medicare/Medicaid standards. No vegetarian food substitutions will be allowed. Food allergies must also be accommodated, and a substitution provided.

1.8 Meal Preparation and Service

The CONTRACTOR shall supervise all meal preparation and service to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperatures are adequate and maintained throughout preparation, service and

delivery of food. The CONTRACTOR shall refrigerate a sample of each food item served from each meal for a minimum of 48 hours.

1.9 Holiday Meals

The CONTRACTOR shall provide a minimum of three holiday or special meals each year. Additional holiday or special meals may be requested by facilities and shall be determined by mutual agreement of the COUNTY and the CONTRACTOR.

1.10 Catering.

CONTRACTOR shall provide the catering for three (3) events as gifts for the Laramie County Sheriff's Office free of charge. These events include, but are not limited to award dinners, holiday events, and employee appreciation dinners and shall not exceed five hundred dollars (\$500) per event. Additional catering services may be requested by the Laramie County Sheriff's Office and shall be determined by mutual agreement of COUNTY and CONTRACTOR. Fees for any additional catering services, after the three (3) gifted events, shall be governed by the menu, manner and time of service, and shall be established by mutual agreement of Company and Client or the party sponsoring the Special Function.

1.11 Processing of Complaints

The CONTRACTOR shall provide a complaint resolution process for addressing complaints from inmates.

2.0 SPECIAL TERMS AND CONDITIONS

2.1 Contract Cancellation

The COUNTY may cancel the contract should the CONTRACTOR breach any terms or provisions of the contract, as determined by the COUNTY which shall consider such items as, but not limited to, insufficient insurance coverage, failure to provide required period statements, and/or failure to enforce required standards of sanitation or quality of service including but not limited to failure to maintain adequate personnel (whether arising from labor disputes) or any substantial change in ownership or proprietorship of the CONTRACTOR which in the opinion of the COUNTY is not in its best interest or failure to comply with the terms of the contract.

The COUNTY shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the COUNTY may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel the contract.

Should the COUNTY breach any terms or provisions of the contract, the

CONTRACTOR shall serve written notice to the COUNTY setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements made for corrections, the CONTRACTOR may cancel the contract by giving sixty (60) days notice in writing by registered or certified mailed of its intention to cancel the contract.

This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with sixty (60) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

The contract may be canceled by the COUNTY on the last day of the current fiscal year in the event funds are not appropriated for the subsequent year of the multiple year contract

2.2 Excused Performances

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the COUNTY are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

2.3 Additional Items

It is specifically understood and agreed that such items relative to food service operations that are not herein covered may be added to this proposal and resulting contract by the COUNTY without voiding in any manner the provisions of the existing contract.

2.4 Adjustment to the Contract

No later than ninety (90) days prior to the anniversary date, CONTRACTOR shall provide COUNTY with any proposed pricing adjustment. No pricing adjustment shall go into effect unless the Parties have entered into a mutually agreed to written agreement or addendum. Any agreed to pricing adjustment shall go into effect, on the date last executed by the duly authorized representatives of the parties to the agreement or addendum. Proposed pricing adjustments shall be created based on the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket Products.

Additional adjustments may be made where circumstances beyond the control of either

party require adjustments due to federally mandated legislation for medical coverage and any other uncontrollable circumstances. CONTRACTOR shall provide COUNTY with such advance notice of any price adjustment as is required by COUNTY to coincide with COUNTY's budget cycle.

2.5 Use of Space

The COUNTY permits the CONTRACTOR to use the kitchen facilities in the Laramie County Adult Detention Facility and other spaces as necessary to carry out the terms of the contract. Such spaces, as defined by the COUNTY, include areas for food service equipment and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement of the COUNTY and CONTRACTOR. The COUNTY shall provide heat, air conditioning, sewer, electricity, steam, and cold/hot water. The CONTRACTOR agrees to exercise care to keep these energy services to a minimum and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies.

The premises shall be in good condition and maintained by COUNTY to ensure compliance with applicable Governmental Rules and to enable CONTRACTOR to perform its obligations hereunder. COUNTY shall be responsible for any modifications or alterations to the workplace or the premises necessary to comply with any applicable Governmental Rules. CONTRACTOR shall have no obligation to maintain or repair the premises.

2.6 Right of Inspection

The COUNTY shall have the right of inspection of all food service areas, dining facilities, storage and auxiliary service rooms and the operation of the CONTRACTOR with respect to the quality and quantity of food service, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises. All areas shall be maintained at a level satisfactory to the COUNTY. The COUNTY shall have the right to establish reasonable regulations from time to time with regard to such matters and the CONTRACTOR agrees to comply with such regulations. Authorized representatives of the COUNTY shall have the full right of access to all areas of said premises at any and all times.

2.7 Profit or Loss

Any profit or loss from the CONTRACTOR food service operation resulting from this contract shall remain with the CONTRACTOR.

2.8 Contract Signatory Authority

a. Responsibility

The individual signing the contract is the person in the CONTRACTOR's

organization responsible for the decision as to the prices being offered herein.

b. Agent Authorization

The individual signing the contract is the person in the CONTRACTOR's organization responsible for the decision as to the prices being offered herein, and he/she has been authorized in writing to act as agent for the persons responsible for such decisions.

2.9 News Releases

News releases pertaining to this contract shall not be made without the prior written approval of the COUNTY.

2.10 Employment

The CONTRACTOR will not engage the services of any persons while such persons are employed by Laramie County or for six (6) months after their termination of their employment with Laramie County.

COUNTY shall not engage the services of any current or former CONTRACTOR personnel in the same capacity for one full year after termination of employment or one year after termination of this Agreement without written consent of CONTRACTOR. All personnel to be employed by CONTRACTOR in the Adult Detention facility shall be interviewed and hired, and appropriate background checks completed, through a joint effort between COUNTY and CONTRACTOR.

2.11 Insurance

2.11.1 Coverages and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
Workers Compensation	Statutory
Employer's Liability Coverage (B)	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000
<u>Automobile Liability (including hired/non-owned)</u>	
Combined Single Limit	\$500,000

2.11.2 Insurance Requirements

- a. The CONTRACTOR is required to maintain the above insurances and keep said insurances in effect during the course of this contract.

- b. Prior to beginning work on the effective date the CONTRACTOR shall provide the COUNTY a current certificate of insurance with the required coverages and limits of insurance issued by an insurance company licensed to do business in the State of Wyoming and signed by an authorized agent.
- c. Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- d. These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to the COUNTY before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the CONTRACTOR for each subsequent renewal period of the contract. The CONTRACTOR shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from the contract until specified coverage requirements are revised.
- e. In the event of non-renewal, cancellation or expiration of insurance, the CONTRACTOR shall provide the COUNTY evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the COUNTY's receipt of the sixty (60) day notice. In the event the CONTRACTOR fails to maintain and keep in force the insurance herein required, the COUNTY shall have the right to cancel and terminate the contract without notice.

2.12 Indemnification

Each party to this agreement shall be responsible for any liability arising from its own conduct and the conduct of its employees or agents. Neither party agrees to insure, defend or indemnify the other for the other's conduct. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provide in this Agreement.

2.13 Regular Meetings on Performance

Recognizing that the successful performance of the contract is dependent on favorable response from the users, the CONTRACTOR shall meet regularly with authorized agents of the COUNTY to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with inmates and staff.

2.14 Permits/Licenses/Bonds

The CONTRACTOR shall be financially responsible for obtaining all required permits,

licenses and bonds to comply with pertinent municipal, county, state and federal laws and regulations. The CONTRACTOR shall assume liability for all applicable taxes including, but not restricted to, sales tax, and excise tax.

2.15 CONTRACTOR Furnished Items

The CONTRACTOR shall furnish all food products and all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in the contract, and any subsequent extensions or amendments.

2.16 Facilities and Equipment

Upon termination or expiration of the contract, the CONTRACTOR shall vacate the premises and deliver up the premises in the same condition that the premises were in at the time the CONTRACTOR entered the premises with reasonable use and wear expected.

2.17 COUNTY Supplemental Food Service

The COUNTY may supplement food service in the contract with other means of dispensing food and beverage items by additional manual or vending food services as determined by the COUNTY. These additional supplemental food services will be included as part of this contract.

2.18 Advertising

The COUNTY shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, matches, menus and similar items, prior to purchase of items by the CONTRACTOR. The CONTRACTOR shall use recyclable packaging materials, cups, sick tray containers, plates, and similar items when possible.

2.19 Personnel

The CONTRACTOR will ensure an adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food. An adequate staff of employees shall also be in place to guarantee the efficient and accurate handling of financial records.

2.19.1 Management Assignment/Requirements

The CONTRACTOR's food service director assigned to each COUNTY facility shall be subject to the approval of the COUNTY. The food directors assigned to the COUNTY shall not be changed without thirty (30) days advanced notice and replacement selection made is acceptable to and mutually agreed by the COUNTY, unless they have been terminated from the company. The food service director shall have the full authority to work with authorized

representatives of the COUNTY. The director shall have a demonstrated proficiency with maintaining a sanitary food service operation, menu development, internal accounting and controls, financial management, and personnel management and supervision.

2.19.2 CONTRACTOR Contact People

The CONTRACTOR shall identify headquarters management staff by name who shall routinely review and inspect operation, fill staff vacancies, consult with the COUNTY on current and future food service programs, and act with full authority on the CONTRACTOR's behalf in any and all matters pertaining to the specifications of the contract.

2.19.3 Personnel Relations

Personnel relations of employees on the CONTRACTOR's payroll shall be the CONTRACTOR's responsibility. The CONTRACTOR shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

2.19.4 Staff Listing

The CONTRACTOR shall supply the COUNTY with a complete list of employees, supervisors, and management assigned to work areas at the start of the contract and as frequently thereafter as requested by the COUNTY. The list may be reviewed annually or at any time during the year by the COUNTY. All employees of the CONTRACTOR shall be subject to the approval of the COUNTY to include law enforcement background checks. All employees of the CONTRACTOR must comply with the Laramie County Sheriff's Office written policy and procedures relating to facility security. The COUNTY will provide security training.

2.19.5 Area Security

The CONTRACTOR's staff shall open, close and check COUNTY food service facilities as instructed and required by the COUNTY. COUNTY shall furnish instructions and initially train CONTRACTOR's full-time managers in approved procedures.

2.19.6 Available Labor

Inmate labor is available for cleaning of facilities, preparing and serving of prepared food. The COUNTY and CONTRACTOR shall mutually determine the amount of inmate labor that will be provided to the CONTRACTOR. The CONTRACTOR shall ensure that at no time may inmates supervise other inmates. The CONTRACTOR shall provide inmate training.

2.20 Equipment and Supplies

2.20.1 COUNTY Supplied Equipment

The COUNTY shall provide the CONTRACTOR with all cleaning chemicals, supplies, hand utensils, cleaning equipment, trays, pans, pots, dishes, glasses, silverware, supplies, paper goods such as paper cups, plates, napkins, sacks, plastic bags, plastic wrap, aluminum foil and other necessary equipment. The COUNTY shall maintain an up-to-date physical inventory record of supplies and capital equipment during the life of the contract. Additional new items or increased inventory level requirements shall be provided by the COUNTY to meet obligations of the contract through the appropriate purchasing authority and authorized funding procedures. At the start of the contract, the COUNTY and CONTRACTOR shall conduct joint physical inventories of all supplies and capital equipment, within thirty (30) days after the Effective Date. At that time, the extent of repair and replacement shall also be determined by the COUNTY. On completion and acceptance of these inventories by the CONTRACTOR, the CONTRACTOR shall assume responsibility for the equipment under the terms of the contract.

2.20.2 COUNTY Supplied Office Equipment

The COUNTY shall provide the following existing office furniture and equipment for use by the CONTRACTOR in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, computers, printers and other equipment as negotiated.

2.20.3 Other Equipment

Other equipment not provided by the COUNTY that the CONTRACTOR deems necessary may be provided by the CONTRACTOR at its own expense. Said equipment and installation shall require prior approval of the COUNTY. With respect to equipment provided by the COUNTY, the COUNTY makes no implied or express warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the CONTRACTOR shall have the benefit of any warranty or guarantee given to the COUNTY by the manufacturer or the seller of the equipment.

2.20.4 Ownership and Removal of Supplies and Equipment

Ownership of all non-expendable supplies and capital equipment shall remain with the COUNTY and shall not be loaned or removed from the facilities

without prior written approval. The CONTRACTOR shall take such measures as may be reasonably required by the COUNTY for the protection against loss by pilferage or destruction.

2.20.5 Leased Equipment

The CONTRACTOR shall make contracts for and payments on all leased rental food services related equipment purchased by CONTRACTOR.

2.20.6 Purveyor Owned Equipment

Purchase of products (food or supplies) which require equipment for their dispensing and have the equipment and service costs prorated in the cost of their product may be purchased for use at the COUNTY facilities without prior approval of the COUNTY.

2.20.7 Repair and Replacement

The COUNTY shall be responsible for repairs and replacement that arise due to normal wear and tear of equipment. The CONTRACTOR shall be responsible for the cost of repair and replacement of COUNTY food service equipment where it has been determined by the COUNTY that damages were due to the CONTRACTOR's verifiable negligence. The CONTRACTOR shall be responsible for the cost of replacement of COUNTY food service equipment where it has been determined that damages were due to the CONTRACTOR's verifiable negligence, up to an amount of twenty-five thousand dollars (\$25,000) over the contract term. COUNTY shall be responsible for any replacement of equipment over the twenty-five thousand dollars (\$25,000) allotment. Determination regarding replacement of equipment shall be mutually agreed upon by the PARTIES.

2.20.8 Sale of Food and Supply Inventory

On expiration or termination of the contract, the inventories of food and supplies of the CONTRACTOR shall be purchased by the new CONTRACTOR at invoice cost to insure adequate inventory for operational continuity. Arrangements for assumption of these inventories shall be completed by the start of the new contract.

2.20.9 Vehicle

The CONTRACTOR shall supply vehicle(s) to transport food service items in facilities. The CONTRACTOR shall provide qualified staff to operate the vehicle(s). The CONTRACTOR shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the CONTRACTOR. Each supply vehicle will be allowed a parking space

in the utility vehicle area.

2.20.10 Surplus

The CONTRACTOR has the responsibility to consult with the COUNTY on the disposition or use of excess capital, expendable or nonexpendable food service supplies and equipment. The disposition or declaration as surplus shall be the responsibility of the COUNTY and in accordance with COUNTY inventory control procedures.

2.21 Space Use

2.21.1 Food Service Areas

The CONTRACTOR may utilize all space assigned by the COUNTY for food service operations.

2.21.2 Use of Non-Food Service Areas by CONTRACTOR

When the CONTRACTOR uses areas that are not primarily intended for food service (e.g., meeting rooms and lounges) for such purposes as may be required, appropriate setup and tear down shall be undertaken by the CONTRACTOR. The CONTRACTOR shall be responsible for cleanup which shall involve maintenance and sanitation of the areas, furniture rearrangement and equipment and trash removal. If the CONTRACTOR caters beverages and snacks in a meeting room, the CONTRACTOR is responsible for prompt removal of food equipment and food residue from the area following completion of the meeting. When the CONTRACTOR uses regular food service dining areas and arrangements for setup are required, appropriate setup and breakdown shall be undertaken by the CONTRACTOR. The CONTRACTOR shall be responsible for cleanup.

2.21.3 Use of Dining and Service Areas by COUNTY

The COUNTY may, without interfering with normal food service, use the dining and service areas from time to time for other purposes. Appropriate setup and cleanup shall be undertaken by COUNTY personnel at no cost to the CONTRACTOR. Facilities shall be restored to conditions mutually satisfactory to the CONTRACTOR and the COUNTY before the next regularly scheduled meal service. Restoration shall involve maintenance and sanitation to the areas, dining and service equipment, and trash removal.

2.21.4 Facility Security

The CONTRACTOR is responsible for control of keys obtained from the COUNTY and the security of those areas that are used by its representatives.

Designated employees of the CONTRACTOR shall be responsible for ensuring that all equipment has been turned off, windows closed, lights and fans turned off, and doors locked. The CONTRACTOR shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas to the COUNTY. The COUNTY shall designate the authority who shall receive these reports and be responsible for key control. The COUNTY and CONTRACTOR shall mutually determine the additional security measures required to control unauthorized access to all food service areas included in the contract.

2.21.5 Lock/Cylinder/Key Installation and Replacement

The CONTRACTOR shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys. The COUNTY is responsible for the purchase of padlocks and other security devices within the food service areas.

2.21.6 COUNTY Security

The COUNTY shall provide the CONTRACTOR with safety and security services currently available to food service, such as night patrol, door checks, security consulting, call response, etc. This service shall not include armored car service. If the CONTRACTOR requires additional security, it shall be provided by, or coordinated through, the COUNTY for which the CONTRACTOR agrees to pay prevailing charges. In addition to Security staff, the CONTRACTOR may supplement with additional supervisory staff. The CONTRACTOR shall follow the COUNTY's policies in dealing with improper conduct and shall report all incidences to the COUNTY. Emergency calls shall be reported to the COUNTY as promptly as possible.

2.22 Utilities/Telephone

2.22.1 Utilities

The COUNTY will provide all utilities necessary for normal food service operations.

2.22.2 Telephone

The COUNTY shall provide the CONTRACTOR with telephone equipment, installation and service. The COUNTY shall determine the style, number and location of equipment to be provided. The CONTRACTOR, at its option, may install additional equipment at its expense. The CONTRACTOR shall have access to local and long distance service using equipment provided by the COUNTY and shall reimburse the COUNTY on a monthly basis for long

distance service. The COUNTY shall pay for equipment repair and replacement and line maintenance.

2.22.3 Uninterrupted Service

The COUNTY will not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration. However, the COUNTY shall use its best efforts to restore services following an interruption or failure of any such utility services or equipment. Scheduled outages by the COUNTY will be coordinated through the County Facilities Manager.

2.23 Equipment and Facility Maintenance, Replacement and Sanitation

2.23.1 Cleanliness and Sanitation

The CONTRACTOR shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items. The CONTRACTOR shall comply with the Wyoming Department of Health, Food Service Health and Sanitation guidelines and regulations. The State Health Department shall inspect the food service area at a minimum of once per year. All reported violations will be immediately corrected and written documentation of the corrections along with the inspection report will be provided to the facility director and the COUNTY.

2.23.2 Safety Requirements

All materials, equipment and supplies provided by the COUNTY and CONTRACTOR must comply fully with all safety requirements as set forth by the Wyoming Administrative Code, rules of the Industrial Commission of Safety, and all applicable OSHA Standards. During the course of the contract, the CONTRACTOR is fully liable for public and private protection while work is in process at any site identified as a potential hazard. The CONTRACTOR must provide prominently displayed warning devices and/or signs that are in compliance with the safety regulations. All hazardous conditions, physical surroundings, or fire shall be reported immediately to the COUNTY. Verbal reports will be followed with written reports by the CONTRACTOR within twenty-four (24) hours listing details of the posted hazard.

2.23.3 Facility Inspections

Authorized agents of Laramie County shall have complete cooperation and access to all food service, production and storage areas and records on inspections that they may conduct. These inspections may be at the COUNTY's

discretion. A management representative of the CONTRACTOR shall conduct equipment and facilities' maintenance and sanitation inspections periodically. Supplier representatives who normally provide equipment and product inspections shall furnish a copy of each report to the COUNTY and CONTRACTOR. The CONTRACTOR is responsible for implementing corrective operating measures required as a result of these inspections and reports within ten days of notification and by mutual agreement of the COUNTY. Should the CONTRACTOR fail to meet the sanitation standards required by the contract or by any agency having jurisdiction, the COUNTY reserves the right to hire outside contractors to perform the necessary work or have the work done by COUNTY personnel, and, in either case, charge back to the CONTRACTOR actual labor and materials costs plus twenty-five (25) percent of the labor and materials total cost. The COUNTY reserves the right to withhold payment for services not rendered by the CONTRACTOR as set forth in the contract. The CONTRACTOR shall comply with all applicable accreditation standards. The CONTRACTOR shall provide documentation of compliance with the applicable standards as specified by the appropriate facility Director or the COUNTY. The COUNTY shall provide the CONTRACTOR with copies of all applicable accreditation standards.

2.23.4 Cleaning Responsibilities

The CONTRACTOR shall provide daily and weekly routine cleaning and housekeeping in the food preparations and service areas. The COUNTY be responsible for quarterly and annual cleaning of all major cleaning. Major cleaning includes but is not limited to stripping and waxing floors (as needed), cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, pest control and roof fans. All Material Safety Data Sheets must be posted for these chemicals.

2.23.5 Stripping and Sealing of Floors

The COUNTY shall be responsible for the periodic stripping, sealing and waxing of floors in the food service areas as determined by mutual agreement.

2.23.6 Pest Control

The COUNTY shall be responsible for the costs and maintenance of insect and pest control in all food service, production and storage areas.

2.23.7 Food Service Linens and Uniforms

The CONTRACTOR shall provide adequate inventory of employee uniforms. All aprons, jackets, towels, bar swipes, potholders, and such other related food service linens shall be paid by the COUNTY. The COUNTY shall provide

laundry service of these items if such facilities are available. The COUNTY and the CONTRACTOR shall mutually agree upon selection of employee uniforms.

2.23.8 Trash Removal

The CONTRACTOR shall adhere to applicable state, county and municipal recycling and waste disposal requirements. The COUNTY shall be financially responsible for costs of removal of trash and garbage from food service and production operations to the COUNTY's remote dumpsters.

2.23.9 Waste Containers

The COUNTY shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The COUNTY shall provide trash bag liners as needed. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the CONTRACTOR.

2.23.10 First Aid Equipment

The COUNTY shall be responsible for the costs of first aid equipment and supplies in all production and service areas.

2.23.11 Fire Extinguisher System

The COUNTY shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems.

2.23.12 Hood Ducts and Vent Cleaning

The COUNTY is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The CONTRACTOR shall be responsible for routine day to day cleaning and of hood and filters.

2.24 Statements, Audits, Payments, and Billings.

2.24.1 Weekly Billings

The CONTRACTOR shall submit to the COUNTY, on a weekly basis, an invoice for meals served at each facility. A breakdown of types of meals served and the census count for each day must be included. All invoices will be presented for approval and payment during the weekly meeting of the Laramie COUNTY Commissioners.

2.24.2 Reporting Period

The CONTRACTOR's year-to-date reports shall correspond with the COUNTY's fiscal reporting period of June 30 through July 1. A month shall be a calendar month. A week shall run from Saturday through Friday.

2.24.3 Business Reviews

Upon request of the COUNTY, the CONTRACTOR shall meet with the COUNTY and review the food service operation to discuss problems, and mutually agree on courses of action to improve the results of the required services included in the contract.

2.24.4 Record Retention/Audits

The CONTRACTOR shall retain all financial records and statements pertaining to the contract for a period of three years from the close of each year's operation.

2.24.5 Purchases and Expenses

The taxes or costs described below which are applicable are components of the financial consideration of the contract.

- a. Payroll taxes for the CONTRACTOR's employees shall be paid by the CONTRACTOR to the appropriate Federal, State and local authorities.
- b. Licenses and permits, such as health and food service permits, shall be paid by the CONTRACTOR to the appropriate COUNTY and local authorities.
- c. All purchases of non-food supplies for use in the performance of the contract are subject to the State sales and use tax and CONTRACTOR shall pay the tax to the supplier or to the proper government agency.

2.24.6 Other Services and/or Sales

Sales tax applies to all direct sales of meals to employees and visitors.

3.0 STANDARD TERMS AND CONDITIONS

3.1 Applicable Law

The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as

provided in this Agreement.

3.2 Agreement Assignment

Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to CONTRACTOR's transfer to a parent, sister, or successor company where CONTRACTOR provides COUNTY at least thirty (30) days written notice.

3.3 Agreement Modifications

This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

3.4 Recycled Materials

Laramie COUNTY wishes to encourage the purchase of recycled materials whenever technically or economically feasible or required by law. CONTRACTOR is encouraged to use recycled materials.

3.5 Material Safety Data Sheet

If any item(s) used by the CONTRACTOR is a hazardous chemical, as defined under 29CFR 1910.1200, the CONTRACTOR must provide one (1) copy of a Material Safety Data Sheet for each item to the COUNTY for approval prior to use, including reformulated chemicals.

3.6 Commissary

Commissary operations are to be contracted separate from this contract.

3.7 Agreement Term

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until April 30, 2024, or until terminated in accordance with the provisions herein. The Agreement shall be subject to review and may be renewed in one (1) year increments on the anniversary date of the Agreement by written addendum mutually agreed to by the parties subject to the necessary appropriation of funds and agreeable renewable terms by the parties.

3.8 Agreement Payment

- A. COUNTY shall pay CONTRACTOR for food service on a price-per-meal basis as set forth below:

Pricing

Average Daily Meal	Rate
Adult Inmate	\$3.06
Snack	\$1.456
Staff member (min. of 54 officers)	\$3.50

Special Agreements

- Prices are for 1 cold meal and 2 hot meals
- Price includes special diet/medical meals
- Religious meals shall be provided and billed at the rate of any meal. If pre-packaged Kosher meals preferred or needed, they will be charged at \$7.00.
- Meals may qualify for federal reimbursement
- CONTRACTOR shall provide the syrup for the Pepsi Machine. COUNTY is responsible for keeping machine functioning.
- All uneaten staff meals will be wrapped and stored in the staff break room refrigerator for any staff working the night shift.

B. Payment Due Date and Method

CONTRACTOR shall issue and invoice at the each of each week (which shall run Saturday through Friday) showing the amounts due. Payments shall be made after receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be made in accordance with Wyo. Stat. § 16-6-602 (as amended). Payment Method shall be as agreed upon by the parties.

3.9 Entire Agreement

This written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms or conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority. Any future amendments to the contract shall be in writing and attached to the original contract as an addendum. Any dispute arising from the terms and conditions of the contract that cannot be resolved by mutual agreement will be tried in Laramie County, Wyoming.

3.10 Additional Terms

Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

Confidential Information: “Confidential Information” means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as “Confidential” at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provide to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek and appropriate protective order, or (ii) to the receiving Party’s professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. This Section shall not affect either Party’s right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

Third Party Beneficiary: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement

ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Limitation of Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

Severability: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable

Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

Acceptance not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

Independent CONTRACTOR: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract

and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

Counterparts; Electronic Signature: This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original and all of which shall be taken as one and the same instrument with the same effect as if each party has signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.

Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Compliance with Law: CONTRACTOR, and all work performed by CONTRACTOR pursuant to this Agreement, shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Further, CONTRACTOR warrants that its work will be, at a minimum, in accord with accepted industry standards.

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AGREEMENT TO PROVIDE FOOD SERVICES FOR ADULT DETENTION FACILITY
between
LARAMIE COUNTY and SUMMIT FOOD SERVICE, LLC

This Agreement is effective the date of the last signature affixed to this page.

Signature Page

LARAMIE COUNTY

By: _____ Date _____
Chairman, County Board of Commissioners


ATTEST:

By: _____ Date _____
Clerk, Laramie County

SUMMIT FOOD SERVICE, LLC

By: Decubigned by Brittany Mayer-Schuler Date 10/11/2023
RELEASE TO SIGNATURE
Name: Brittany Mayer-Schuler
Title: President

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 11/13/23
Laramie County Attorney's Office