

**JUDICIAL COMMITTEE**

**RESOLUTIONS**





**Judicial Committee  
Resolution #10-60**

**RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS**

**APPROPRIATING DONATED FUNDS FROM JOLIET ELK'S LODGE #296  
IN WILL COUNTY JUVENILE DRUG COURT BUDGET**

WHEREAS, the Will County Drug Court Coordinator is in receipt of generously donated funds from the Joliet Elk's Lodge #296 in the amount of \$1,000.00, and

WHEREAS, in order to expend these funds and operate the departments efficiently, the State's Attorney's Office has requested the grant funds be appropriated into the Will County Juvenile Drug Court Budget, as indicated below, and

WHEREAS, the Finance and Judicial Committees have recommended approval of this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget, by appropriating said grant funds in the total amount of \$1,000.00 into the Will County Drug Court Budget as follows:

Revenue:

From: 249-00-000- 39996 Anticipated New Revenue \$1,000.00

To: 249-00-000- 33180 Drug Court Contributions \$1,000.00

Expenses:

From: 249-44-408- 6999 Anticipated New Expenses \$1,000.00

To: 249-44-408 - 2020 Office Supplies \$1,000.00

BE IT FURTHER RESOLVED, that the Will County Finance Department, Auditor, and Will County Treasurer are directed to make the necessary line item and fund adjustments according to statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18<sup>th</sup> day of February, 2010.

Vote: Yes \_\_\_\_\_ No \_\_\_\_\_ Pass \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

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

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive

# James W. Glasgow

## State's Attorney of Will County

121 N. Chicago St.  
Joliet, IL 60432  
815/727-8453 Fax 815/727-8045

January 27, 2010

James Moustis  
Executive Committee Chairman  
Will County Board  
302 N. Chicago Street  
Joliet, IL 60432

Dear Chairman Moustis:

I am writing in regards to the Will County Drug Court Program. As you are aware, Joliet Elk's Lodge #296 has awarded \$1,000.00 to our Juvenile Drug Court Program. That check will be presented at the February 18, 2010 Will County Board Meeting. The money will be deposited into the Juvenile Drug Court Revenue Account.

I would appreciate it if you could place on the Executive Committee agenda my request to increase the appropriation to Juvenile Drug Court by \$1,000.00. I would like to have \$1,000.00 allocated to 249-44-408-2020.

I can be reached at (815) 774-7852 if you have any further questions. Thank you for your consideration.

Sincerely,

Julie McCabe-Sterr  
Drug Court Coordinator  
Office of the Will County  
State's Attorney



**Judicial Committee  
Resolution #10-61**

**RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS**

**RENEWING CONTRACT FOR FOOD SERVICE AT RIVER VALLEY JUVENILE  
CENTER WITH ARAMARK CORRECTIONAL SERVICES**

WHEREAS, the current contract for food service for River Valley Juvenile Center has expired, and

WHEREAS, the current contract allows for the extension of said contract for two (1) one-year renewal options, if the County so chooses, and

WHEREAS, the Director of River Valley Juvenile Center has recommended, and the Judicial Committee has concurred, that the contract for food service for River Valley Juvenile Center be renewed with Aramark Correctional Services pursuant to the terms described in the original bid document awarded on December 18, 2008, and

WHEREAS, sufficient appropriations have been budgeted.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to renew the contract for food service at River Valley Juvenile Center with Aramark Correctional Services for the period February 2, 2010 through and including February 1, 2011.

BE IT FURTHER RESOLVED, that the County Executive be authorized to execute any and all documents necessary to carry out the intent of this resolution with the final review and approval of all documents by the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18<sup>th</sup> day of February, 2010.

Vote: Yes \_\_\_\_\_ No \_\_\_\_\_ Pass \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

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

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive



**OPERATING AGREEMENT - FOOD SERVICE**

This **OPERATING AGREEMENT** (the "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ by and between the **County of Will, Illinois**, with offices at 302 N. Chicago Street, Joliet, IL 60432 (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:**

**WHEREAS**, the County did issue Invitation to Bid # 2008-2 ("ITB") on August 13, 2008 in order to solicit bids for the provision of food services to the River Valley Juvenile Detention Center located at 3200 W. McDonough Street, Joliet, IL 60431 ("Facility");

**WHEREAS**, ARAMARK did respond to said ITB by submitting a Sealed Bid Proposal for Food Service Management on September 10, 2008 ("Proposal");

**WHEREAS**, the County did award ARAMARK the contract for food services and ARAMARK did accept said award; and

**WHEREAS**, the parties wish to acknowledge and confirm the terms of their agreement as hereinafter set forth, effective as of February 2, 2009.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Contract Documents**: The agreement between the parties shall consist of the terms, obligations and conditions as set forth in this Agreement, the Proposal, and the ITB. In the event of an inconsistency or discrepancy between these documents, such inconsistency or discrepancy shall be resolved by consulting the above-referenced documents in the following order: first, this Operating Agreement; second, the Proposal; and third, the ITB.

2. **Term**: The initial term of this Agreement shall commence on February 2, 2009, and shall continue through February 1, 2010. By mutual agreement, this Agreement may be renewed for two (2) additional one year periods.

3. **Per Meal Prices**: ARAMARK shall provide meals to the County's residents and detainees at the per meal prices set forth in Attachment A. The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on February 1, 2010. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index, published by the U.S. Department of Labor. The base period for determining CPI increases shall be October of the immediately preceding year to October of the then-current year.

4. **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.

**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 Will**  
**State of Illinois**

By:            David Kimmel  
                Vice President, Finance

By: \_

<b>Attachment A</b> <b>Will County, IL</b> <b>Effective February 2, 2009 through February 1, 2010</b>
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<u>Population</u>	<u>Price per Meal</u>
54 or less	\$ 3.649
55-59	\$ 3.429
60-64	\$ 3.246
65-69	\$ 3.092
70-74	\$ 2.959
75-79	\$ 2.844
80-84	\$ 2.744
85-89	\$ 2.655
90 and above	\$ 2.576
Snacks	\$ 0.50 (per snack)

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

**Amendment No. 1 to Operating Agreement**

**THIS AMENDMENT NO. 1** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **County of Will, Illinois** ("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").

**WITNESSETH:**

**WHEREAS**, County and ARAMARK entered into an Operating Agreement effective February 2, 2009 for the management of the food service operation at the River Valley Juvenile Detention Center (as amended, the "Agreement");

**WHEREAS**, the parties acknowledge the need to address volatility in the cost of food commodities; and

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective February 2, 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 2 of the Operating Agreement, the term of the Agreement shall be renewed for a one-year period, effective from February 2, 2010 through February 1, 2011.
2. **Per Meal Prices:** In accordance with Paragraph 3 of the Operating Agreement, the prices per meal charged to the County by ARAMARK shall be changed as a result of changes in the Consumer Price Index and shall be as set forth in Attachment A. The prices shall be effective from February 2, 2010 through February 1, 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 as of the day and year first above written.

**ARAMARK Correctional Services, LLC**

**County of Will State of Illinois**

By: David Kimmel  
Vice President, Finance

By: \_\_\_\_\_

**Attachment A**

**Will County, Illinois  
Effective February 2, 2010 through February 1, 2011**

<b><u>Population</u></b>	<b><u>Price per Meal</u></b>
54 or less	\$ 3.731
55-59	\$ 3.506
60-64	\$ 3.319
65-69	\$ 3.162
70-74	\$ 3.026
75-79	\$ 2.908
80-84	\$ 2.806
85-89	\$ 2.715
90 and above	\$ 2.634
Snacks	\$ 0.50 (per snack)

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

