**FOOD SERVICE AGREEMENT**

**THIS FOOD SERVICE AGREEMENT** (this “Agreement”) is entered into this 5th day of October, 2020, by and between Sauk County Sheriff’s Office, 1300 Lange Court, Baraboo, WI 53913 (hereinafter referred to as “Client”), and Consolidated Correctional Foodservice a division of Consolidated Management Company, 2670 106th Street, Suite 140, Des Moines, IA 50322 (hereinafter referred to as “Consolidated”).

WITNESSETH:

WHEREAS, Client is the owner and operator of the facilities located at 1300 Lange Court, Baraboo, WI 53913 (the “Facility”); and

WHEREAS, Consolidated is engaged in the business of operating restaurant and food service facilities; and

WHEREAS, Client wishes to retain Consolidated to operate the food service at the Facility, and Consolidated is willing to undertake such responsibilities, on the terms and subject to the conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements made herein, and for other good and valuable consideration, the parties hereby agree as follows:

# Operation of Facilities; Access: For the Term of this Agreement and subject to the conditions set forth in this Agreement, Client hereby engages Consolidated as its exclusive food service provider at the Facility to manage, control and operate the kitchen and dining areas and all equipment, fixtures and furnishings associated therewith owned by Client at the Facility. Client and its authorized representatives shall provide Consolidated with access to the Facility during business hours and reasonable access to the Facility during non-business hours in order for Consolidated to perform its services hereunder.

# Term; Termination:

## Term; Termination for Convenience. Unless earlier terminated as set forth in this Agreement, the initial term of this Agreement (the “Initial Term”) shall begin on October 5, 2020, and shall continue until June 30, 2026, and, following the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods. At any time during the Term (defined below) either party may terminate this Agreement by providing the other party written notice of termination no less than sixty (60) days prior to the end of the then-current term. The Initial Term and any subsequent term of this Agreement, if any, shall hereinafter be collectively referred to as the “Term”. Either party reserves the right to terminate this agreement for convenience upon providing one hundred and twenty (120) days written notice.

## In the event that Client becomes dissatisfied with Consolidated’s performance of its services hereunder, Client shall immediately notify Consolidated thereof, and the parties shall work together in good faith to resolve any issues Client has identified to Consolidated. Unless the parties mutually agree otherwise, while the parties are attempting to resolve Client’s concerns with Consolidated’s performance hereunder, both parties shall continue to perform their obligations under this Agreement in accordance with the terms hereof.

## Breach. Each of the following events shall constitute a breach of this Agreement:

### subject to the provisions of Section 2.2, a party materially breaches an obligation, covenant or condition set forth herein and fails to cure such breach within 10 days (or, to the extent the nature of the breach requires a longer cure period and the defaulting party actively pursues a cure of such a breach, such longer period as reasonably agreed upon by the parties) after the receipt of written notice thereof from the non-defaulting party; or

### a party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or makes a general assignment for the benefit of creditors, or has an involuntary case or other proceeding instituted against it seeking similar relief.

## Parties’ Rights Upon Breach. Subject to an applicable cure period, if any, upon the occurrence of a breach of this Agreement, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and (a) may immediately terminate this Agreement without any liability whatsoever, (b) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof, (c) may exercise any other right or remedy available to it under law or in equity and (d) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each shall be cumulative, and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

## Termination in General. In the event of termination of this Agreement, Consolidated shall cease performing all services hereunder and Client shall promptly pay to Consolidated all amounts due hereunder for services performed by Consolidated hereunder prior to the effective date of such termination, including any and all cancellation fees or other costs incurred by Consolidated directly related to the termination of this Agreement incurred prior to and including the effective date of termination.

## Termination and Inventory: On expiration or termination of this contract, the inventories, and expendable supplies of Consolidated shall remain those of Consolidated until purchased by the Client. The Client shall purchase all inventory items at the end of the contract. The Client’s obligation to purchase such inventory shall extend only to merchandise which is of good, merchantable, and useable quality. This payment is due in full within fifteen (15) days of the end of the food service contract. Payment may not be withheld due to any discussions, disagreements, or any other reason relating or not relating to the food service contract.

# Specific Terms; and Client’s Maintenance Obligations:

## The parties agree to the following terms:

1. Consolidated will hold the current meal rates through December 31, 2023.
2. Beginning January 1, 2024, annual rate increases will be determined by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, Table 1, Food Away from Home increase percentage for one year. For Client’s budgetary purposes, Consolidated will determine and notify Client of rate changes the preceding June or July for the upcoming calendar year.
3. If the inmate count drops below one hundred (100) inmates per meal, Consolidated will invoice the Client for a minimum of one hundred (100) meals at the then current 100-124 meal rate.

## The premises, equipment, offices, and utilities at the Facility shall be serviced and kept by Client in a good workmanlike manner, in a safe operating condition, and further shall be maintained, replaced, and/or repaired to ensure continued fitness for their particular and intended purposes. If Consolidated determines, in its sole reasonable discretion, that any equipment provided by Client has become inoperative, hazardous, or inefficient to operate, Consolidated shall notify Client thereof, and Client shall have ten (10) days after receipt of the notice from Consolidated to repair or replace such deficient equipment. If Client fails to repair or replace such equipment within the ten (10) day period, Consolidated shall have the right to effect the repairs or replacements at the expense of Client. In addition to paying or reimbursing Consolidated for the repair/replacement as contemplated above, Client shall, if applicable, also pay any and all additional expenses (such as costs of paper products, ice, purchased prepared product, etc.) incurred by Consolidated as a result of the equipment deficiency during the period that the equipment is inoperable.

## Conditions

1. Consolidated provides meals with a 4-week cycle, 2850 calorie menu with a cold breakfast, hot lunch, and hot dinner. Special dietary needs requested, whether medical or religious, will be met. Menus will include nutritional breakdown and be in compliance with the standards set by the American Correctional Association. The menu will be certified annually by Consolidated’s Registered Dietician. Consolidated will provide special Holiday meals at no added expense to the Client.
2. Consolidated will serve meals at a time mutually agreed upon between Consolidated and the Client. Consolidated will provide late arrival meals if requested by the Client.
3. Food and beverage service for functions held within the Client’s facility shall be provided when requested. Inmate labor shall not be used to prepare or distribute catered services.
4. Consolidated shall keep all areas of the kitchen allocated for Consolidated’s use including refrigerators, freezers, stoves, vats, counter tops, utensils, storage areas, containers, food carts, and related equipment, offices utilized, break area, locker area, cooks bathroom and kitchen, janitor’s rooms in a state of cleanliness that meets with the satisfaction of the local health authority. Consolidated shall be responsible for all kitchen and related equipment cleaning with the exception of Client cleaning of the upper portion of the walls. (Client will clean walls and ceilings. Consolidated will clean portion of walls that are within reach by standing on kitchen floor). Consolidated shall remove all refuse created from food production and food service operations and shall dispose of them in the designated location.

### Consolidated shall provide security and control of all Client issued keys and work tools. All tools such as knives, peelers, and like instruments shall be kept in a lockable area when not in use. Recordable inventory control shall be maintained of all such items, and a count of all sharps shall be conducted at the start and end of each shift. Any discrepancy in knives, peelers, and like instruments shall be immediately reported to the Client.

### Consolidated will maintain a comprehensive quality assurance program outline concerning the purchase, delivery, storage, preparation, and delivery of food within the facility.

### All food and supplies purchased shall be in conformance with the specified minimum standards of Federal and State specifications. The Client shall periodically, or as deemed necessary, inspect Consolidated’s inventory of food and supplies to determine that purchase standards are maintained.

### Client will provide, install, maintain, repair, and permit Consolidated to use the capital equipment, smallwares, and kitchen utensils which the Client deems necessary for food service and related activities. Consolidated will take all reasonable measures necessary to assume Client that is equipment is being properly used and maintained. Consolidated shall be responsible for repair of damaged equipment due to the negligence of its employees. Client will provide preventative maintenance and repair service on all Client owned equipment.

### Semi-annually, and jointly, all Client owned capital equipment and service ware under Consolidated’s direct control will be inventoried. Client shall provide equivalent quality replacement supplies as necessary throughout the term of the contract. All replacement supplies shall be the property of the Client.

1. Ownership of all non-expendable supplies and capital equipment shall remain with the Client and shall not be loaned or removed without their prior written approval. Consolidated shall take such measures as may be reasonably required by the client for the protection against loss by pilferage or destruction.
2. On termination or expiration of this contract, Consolidated shall surrender the facilities and equipment to the Client in as good condition as at the start of the contract; ordinary wear and tear and loss or damage by fire, flood and other perils covered by extended coverage insurance exempted.

### Client is financially responsible for paper supplies, cleaning supplies, floor care chemicals, and automatic dishwasher chemicals.

### Client is financially responsible for the periodic cleaning of grease trap, hood ducts, plenums, and related vents and fans. Consolidated is responsible for routine cleaning maintenance of hoods and filters.

### Client is responsible for exterminator expenses, trash removal expenses, local telephone service, Internet, and utilities.

### Client shall furnish and maintain fire extinguisher equipment and supplies. Consolidated shall notify Client immediately of any extinguisher use.

## The Client shall be responsible for any food or product loss due to equipment failure that is not caused by Consolidated.

## Consolidated shall maintain on-duty at the account an adequate staff of team members for efficient operation. Client will be responsible for conducting background checks for all team members. The Client has the right to reject any team member of Consolidated. Personnel of Consolidated shall observeall regulations of the Client. Failure to do so may be grounds for dismissal. All Consolidated team members will be in uniform. No charge to the Client will be made for meals consumed by regular team members of Consolidated.

## Client will provide inmate workers to assist in the service, processing, cleaning, and other duties of the food service operation. Client will provide security and assignment of appropriate inmates, but will not supervise daily tasks. Consolidated will provide appropriate training and supervision of duties performed by inmate workers.

## The Client will provide all utilities for normal operation. Consolidated will direct efforts to conserve utilities whenever possible. Client shall not guarantee an uninterrupted supply of water, electricity, gas, telephone, and heat or air-conditioning. However, it shall be diligent in restoring service following an interruption. Client shall not be liable for any product loss that may result from the interruption or failure of any such utility unit.

# The Client shall provide the following office furniture for the use of Consolidated in the performance of this contract at no charge under the same terms applicable to capital equipment contained in this contract: Desk, Chair, Filing Cabinet

# Permits, Licenses, Bonds: Consolidated is financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent municipal, State and Federal laws and assumes liability for all applicable sales taxes, if necessary.

# Confidentiality; Proprietary Information and Marks; Non-solicitation:

## Protection of Proprietary Information. “Proprietary Information” means all non-public or proprietary documentation, reports, financial or other data, records, forms, technical knowledge, marketing plans, trade secrets, menus, recipes, promotional items, and management training programs and other proprietary or confidential materials and information of Consolidated obtained by Client from Consolidated under this Agreement, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented. Proprietary Information includes, without limitation, records and information that have been marked as proprietary or confidential as well as information that, due to its character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Proprietary Information does not include information that: (i) is or becomes publicly known through no wrongful act or failure of Client; (ii) was in Client’s possession or known by Client prior to receipt from Consolidated, as established by documentary evidence; or (iii) is received by Client from a third party that is not under and does not thereby breach an obligation of confidentiality. Client agrees to protect the Proprietary Information at all times and in the same manner as it protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Client agrees not to use the Proprietary Information except for purposes of this Agreement and, subject to Section 4.2, shall not disclose or permit access to Proprietary Information other than to its employees and officers pursuant to this Agreement. Client will return to Consolidated the Proprietary Information and all copies thereof when Consolidated requests the same or immediately upon termination of this Agreement, whichever occurs earlier.

## Disclosure Pursuant to Law. If Client or any of its representatives are required by applicable law or a valid legal order to disclose any Proprietary Information, Client shall, before such disclosure, notify Consolidated of such requirements so that Consolidated may seek a protective order or other remedy, and Client shall reasonably assist Consolidated therewith. If Client remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Proprietary Information that, in the written opinion of legal counsel, Client is required to disclose; and (b) use reasonable efforts to ensure that such Proprietary Information is afforded confidential treatment.

## Ownership of Proprietary Information; Non-Infringement. Consolidated owns all rights to the Proprietary Information. Nothing herein is deemed to convey to Client any rights to the Proprietary Information. Client agrees that it will not in any way infringe upon or appropriate any of the Proprietary Information, either during the Term of this Agreement or at any time thereafter.

## Proprietary Marks: Client acknowledges that Consolidated’s names, artwork, logos, service marks, trademarks, trade dress, trade names, symbols, copyrights or other proprietary marks, whether or not registered by Consolidated, are proprietary marks of Consolidated, and Client will not use Consolidated’s proprietary marks for any purpose except as expressly permitted in writing by Consolidated. Consolidated acknowledges that Client’s names, artwork, logos, service marks, trademarks, trade dress, trade names, symbols, copyrights or other proprietary marks, whether or not registered by Client, are proprietary marks of Client, and Consolidated will not use Client’s proprietary marks for any purpose except as expressly permitted in writing by Client.

## Non-Solicitation.

### During the Term and for two (2) years following termination of this Agreement, Client shall not solicit to hire, hire, or contract for any capacity or position, any of Consolidated’s current or past management level, sales representative, Regional Manager, Food Service Director, manager, director or officer personnel.

### The ability of Consolidated to remain competitive depends upon the knowledge and effectiveness of its management personnel trained by Consolidated with regard to the proper use of the Proprietary Information and the overall management of a food service facility like the Facility. Client agrees that a violation of this non-solicitation restriction would cause irreparable damage to Consolidated. In the event that Client breaches the terms of this non-solicitation restriction, Client shall pay Consolidated two (2) times the annual salary of the applicable employee that is in effect at the time ofClient’s breach of this non-solicitation restriction.

## Injunctive Relief. Client acknowledges that Consolidated has expended an extensive amount of corporate resources in the research and development of its Proprietary Information and training of its employees, and Consolidated considers the Proprietary Information and its personnel to have qualities which set Consolidated apart from its competitors. Therefore, Client agrees that a violation of this Section 8 would cause irreparable damage to Consolidated, which could not adequately be remedied with money damages. Therefore, if there is a violation of any of the terms of this Section 8, the parties agree that in addition to any other damages available to Consolidated at law, Consolidated may obtain injunctive relief against Client.

# Billings and Payments:

## Invoicing. Consolidated operates on an accounting period that is four (4) weeks long, with thirteen (13) of such accounting periods constituting an accounting year. Following the end of each accounting period, Consolidated shall submit an invoice to Client for any monies owed hereunder by Client to Consolidated for such accounting period. All payments due hereunder shall be paid by Client at the address set forth on the invoice. Consolidated can accept partial payments without waiving any of its rights under this Agreement.

## Payment. Client shall pay Consolidated within thirty (30) days after receipt of the statement and/or any other billings. Any billings outstanding for more than thirty (30) days will be considered past due. Past due billings will be assessed a finance charge at the lower of (a) one and one half (1 ½) percent per month or (b) the highest lawful rate of interest, calculated from the date such amount was due until the date full payment is received by Consolidated. Failure by Client to make timely payments shall be a breach of this Agreement.

# Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Consolidated hereunder, are based on conditions in existence on the date Consolidated commences operations including, without limitation, sales levels; population; labor costs; food and supply costs; and federal, state and local sales, use and excise taxes (the “Conditions”). Client acknowledges that in connection with the negotiation and execution of this Agreement, Consolidated has relied upon Client’s representations regarding existing and future conditions (the “Representations”). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Services as provided under this Agreement, the financial terms and other obligations assumed by Consolidated shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy. In the event that the parties cannot agree upon updated terms, then Consolidated shall have the option to terminate this Agreement upon thirty (30) days’ written notice to Client.

# Insurance:

## During the Term: The insurance will be charged as a direct cost of the operation. Consolidated shall maintain, during the life of the contract, Worker’s Compensation, comprehensive general liability, and comprehensive automobile liability insurance.

## Kind of Insurance

### Worker’s Compensation (including Employer’s Liability)

### Each accident $1,000,000

### Disease-Policy Limit $1,000,000

### Disease-Each Employee $1,000,000

### Comprehensive General Each Occur Aggregate

### Bodily Injury Liability $1,000,000 $2,000,000

### Property Damage

### Comprehensive Automobile $1,000,000

### (Including owned and Non-owned Auto)

### Umbrella Liability $15,000,000

## These policies shall contain a covenant requiring thirty (30) days written notice to Client before cancellation, reduction, or other modifications of coverage.

## In the event Consolidated fails to maintain and keep in force the insurance and Worker’s Compensation as herein provided, Client shall have the right to cancel and terminate the established contract forthwith and without notice. Consolidated shall advise each inquiring agent to automatically renew all policies when coverage requirements are revised.

## Client shall bear the full responsibility for all risk of loss from equipment damage, including that owned or leased by Client, and money or product loss resulting from vandalism, theft, and equipment failure.

# Attorney’s Fees: In the event of a breach of this Agreement by either party, the substantially non-prevailing party shall pay all reasonable attorney’s fees and collection fees and costs of the substantially prevailing party incident to any action brought to enforce this Agreement. In the event Client fails to pay Consolidated any amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Consolidated refers such matter to an attorney, Client agrees to pay, in addition to all amounts due, any and all costs incurred by Consolidated as a result of such action, including, reasonable attorneys’ fees incurred in connection therewith.

# Excused Performance: Neither party hereto shall be liable to the other for any loss or damage due to its failure to perform or delay in performance hereunder to the extent such performance is delayed or prevented by contingencies beyond such party’s reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, pandemics, fires, flood, earthquake, terrorism, acts of God or any other cause beyond the reasonable control of such party, and such failure shall not constitute a breach of this Agreement.

# Limitation on Liability and Damages: Consolidated shall have no liability with respect to any work product created or delivered by Consolidated under this Agreement to the extent Client (or any of its employees, agents, or subcontractors) modifies such work product, contracts directly with a third party for any portion of the services to be provided by Consolidated hereunder, or fails to follow the recommendations provided by Consolidated.

NEITHER CONSOLIDATED NOR CLIENT WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR FOR ANY LOST PROFITS OR SALES, REGARDLESS OF THE TYPE OF CAUSE OF ACTION, AND EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

THE AGGREGATE LIABILITY OF CONSOLIDATED RELATING TO OR ARISING FROM THIS AGREEMENT AND FOR ANY AND ALL CAUSES OF ACTION SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO CONSOLIDATED HEREUNDER DURING THE SIX-MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. THIS SECTION SHALL NOT APPLY TO ANY TORT LIABILITY BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PHYSICAL DAMAGE TO TANGIBLE PROPERTY OR PERSONAL INJURY OR DEATH.

# Warranty Disclaimer: THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND EACH PARTY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN THE OTHER PARTY.

# Notices: Any notice required or desired to be given with respect to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (iii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, in each case sent to or made at the addresses written below or to such e-mail addresses, facsimile numbers or addresses as subsequently modified by written notice given in accordance with this Section.

If to Client:

Sheriff Richard Meister

Sauk County Sheriff’s Office

1300 Lange Court

Baraboo, WI 53913

Email: [richard.meister@saukcountywi.gov](mailto:richard.meister@saukcountywi.gov)

If to Consolidated:

Consolidated Correctional Foodservice

2670 106th Street, Suite 140

Des Moines, IA 50322

Fax: 515-254-0394

E-mail: [info@consolidatedmgmt.com](mailto:info@consolidatedmgmt.com)

# Independent Contractors:

## The parties agree that Consolidated is an independent contractor under this Agreement, and nothing in this Agreement will be construed as being inconsistent with that status or any joint employer relationship, partnership or joint venture between Client and Consolidated.

## Client has a non-employer relationship with Consolidated employees and as such has no authority and will not participate in hiring, firing, promotion, demotion or disciplinary decisions with regards to the Consolidated employees. Further, Client will not be responsible for supervising work performed, payment of wages, employment benefits, workers’ compensation insurance, or qualified retirement plans. Client will not provide or be responsible for training of Consolidated employees. Consolidated explicitly accepts these employer responsibilities. The parties specifically agree that they do not intend to create, and are not creating, a joint employment arrangement under the Fair Labor Standards Act (FLSA) , the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), or any other state or federal statute or regulation.

## Client may periodically inspect the Facility to ensure quality and safety standards are being met

# Legislative, Regulatory or Other Mandated Changes: If any federal, state or other governing body mandates any legislation, regulation, executive order, or change that would change Consolidated’s cost of doing business with the Client, (such as, but not limited to, increasing the minimum wage, enactment or application of any “living wage” or “prevailing wage”, or mandatory parental leave with pay) then Consolidated will adjust the agreement to offset the cost of such legislation, regulation, executive order, or mandate at the time said change takes effect unless some other arrangement can be mutually agreed upon with the Client.

# Mobile Food Vendors: Client agrees to prohibit mobile food vendors (Food Trucks) access to the facility premises during the hours Consolidated is operating the facility cafeteria.

# Binding Effect: The terms of this Agreement shall be binding on the successors and assigns of the parties.

# Headings: The headings of sections and paragraphs herein included are solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

# Waiver of Breach: Any waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by such party of any provision of this Agreement. No waiver by Consolidated shall be valid unless in writing and signed by President or Chief Financial Officer of Consolidated.

# Law Governing; Venue: The terms of this Agreement shall be governed by the laws of the State of Iowa, without regard to the conflict of laws provisions. The parties agree that any action pertaining to or arising out of this Agreement shall be brought exclusively in the courts located in the county of Sauk, State of Wisconsin.

# Assignment and Use of Subcontractors: No right or duty in whole or in part of Consolidated under this contract may be assigned or delegated without the prior written consent of the Client. Subcontractors may not be utilized without prior approval of the Client. If subcontractors are proposed to be used, the Client must be notified immediately. Consolidated will be responsible for contract performance whether or not subcontractors are used.

# Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

# Survival: The provisions of Sections 2.3, 2.4, 4, 5, 6 and 8-19 shall survive the termination of this Agreement.

# Entire Agreement: This Agreement contains the entire understanding and agreement between the parties, and the parties agree that no representations, documents, promises or agreements, oral or otherwise, trade usage, or course of conduct between the parties not embodied herein will be of any force or effect. This Agreement supersedes any prior agreements, commitments, and obligations between the parties, and any such prior agreement, commitment or obligation is hereby canceled and of no further force and effect.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have executed this Food Service Agreement as of the date first above written.

**SAUK COUNTY SHERIFF’S OFFICE CONSOLIDATED CORRECTIONAL FOODSERVICE**

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

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_Dominic H. Trader \_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_President\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_