

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO
AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO
FORT BEND COUNTY RFP 15-058

This SECOND AMENDMENT of the AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO FORT BEND COUNTY RFP 15-058 is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and Aramark Correctional Services, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about July 7, 2015, the Parties entered into AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO FORT BEND COUNTY RFP 15-058, amended on or about October 28, 2015 and attached hereto as Exhibit "One" and incorporated by reference;

and WHEREAS, the Parties now desire to amend a certain portion of the Agreement;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

Section One, "Food Service" is amended as follows:

F. Off Site Services

- I. During a mutually agreed upon period, not expected to exceed a duration of 30 days, Contractor shall provide the following services at a location in the Fort Bend County Independent School System (FBISD) ("Off Site Service"):
 - a. Prepare meals needed to feed the inmates at the Fort Bend County Jail at on offsite location to be identified by to be identified by the Fort Bend County Sheriff (FBCSO). No officer/staff meals will be prepared.
 - b. Keep the rental kitchen at location in the same or better working order than received.
 - c. Clean the kitchen before leaving every day.

- d. Store any temperature controlled food in the freezers and coolers.
- e. Provide the FBCSO with a schedule of names and times for employees that will be present at the school each day prior to shift beginning. Transport prepared food from the school to the jail for meal service in a truck rented and operated by Contractor.
- f. Maintain the exterior entrance to the same or better condition than which it is found if affected by any Contractor employee or operation.
- g. Park only in the designated parking spaces as designated by FBISD.
- h. Report any problems to the appropriate representative at FBISD and the FBCSO.

Notwithstanding the foregoing mutually agreed upon period, the provisions and pricing terms within this Second Amendment will apply for the duration of the Off Site Service.

- 2. During the period of Off Site Service County agrees to the following costs:
 - a. Cost per tray shall be increased by an \$0.3879 per inmate tray, above the pricing shown in Exhibit C, Supplemental Negotiated Terms.
 - b. Truck rental shall be reimbursed at actual cost, not to exceed \$35 per day plus any direct costs for fuel, as invoiced.
 - 3. Contractor has read the "FORT BEND INDEPENDENT SCHOOL DISTRICT CONTRACT FOR USE OF SCHOOL FACILITIES" Contract attached as Exhibit Two to this Amendment and agrees to ensure that Contractor's agents, servants and employees provide services in a manner that is consistent with County's obligations under this document.
 - 4. Contractor acknowledges and agrees that the indemnification requirements of Section Sixteen apply regardless of whether service is provided at the County jail or "Off Site."
- II. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. In the event of conflict, the contents of the most recently executed document shall prevail with regard to the conflict.

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

"County"
FORT BEND COUNTY

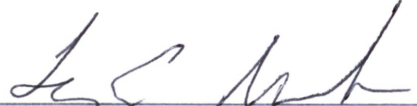
By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:


Laura Richard, County Clerk

Reviewed:



Troy E. Nehls, Sheriff

"Contractor"
Aramark

By:  _____

Name: Bryant Newman

Title: District Manager

Date: 7/27/17

ATTEST:

Name

Date: _____

Attachments:

Exhibit One: AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO FORT BEND COUNTY RFP
15-058

Exhibit Two: FORT BEND INDEPENDENT SCHOOL DISTRICT CONTRACT FOR USE OF SCHOOL
FACILITIES

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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