STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR INMATE FOOD SERVICES
IN RESPONSE TO COVID 19

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Aramark Correctional Services, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, extraordinary measures are being taken by the County to contain the novel coronavirus, now designated as COVID-19, and prevent its spread throughout the County, including a declaration of a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code; and

WHEREAS, Contractor currently provides Inmate Food Services on site to County pursuant to a separate Agreement, which the disaster has currently rendered non-viable for health related reasons and because the pricing in that Agreement was dependent on the use of inmate workers that cannot be sustained during the public health emergency;

WHEREAS, County desires that Contractor provide inmate food services that are responsive to the needs created by the disaster; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, County has determined that this Agreement is necessary to preserve or protect the public health or safety and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1: COVID 19 Food Service

A. Except as provided for in this Agreement titled AGREEMENT FOR INMATE FOOD SERVICES IN RESPONSE TO COVID 19 and its attachments hereinafter collectively referred to

("COVID-19 Agreement") Contractor shall render Services in accordance with AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO FORT BEND COUNTY RFP 15-058 and all amendments (hereinafter collectively referred to "RFP 15-058 Agreement") which is incorporated by reference and attached as Exhibit One. However, the COVID 19 Agreement is not entered into pursuant to RFP 15-058 because Contractor affirms and agrees to perform COVID 19 Food Services in response to the public health emergency and to comply with the federal clauses made part of this Agreement, which were not part of the RFP 15-058 Solicitation. Contractor further agrees to require all of their staff to comply with Federal documentation requirements administered by the County.

B. Upon notification of the Fort Bend County Jail Detention Administrative Lieutenant that COVID 19 Services are needed, Contractor shall provide Service immediately reflecting the modifications to the RFP 15-058 Agreement identified in the attached and incorporated Exhibit Two. The particular modifications from Exhibit Two that will be utilized will be as directed by the Fort Bend County Jail Detention Administrative Lieutenant

C. COVID 19 requirements:
    1. Contractor will create and enforce a COVID-19 Safe Workplace policy with, at minimum, the following elements:
        A. Initial testing of each worker for COVID-19;
        B. Process for reporting employees exhibiting COVID symptoms and/or positive test results to County;
        C. Daily worker temperature check, health screening, and monitoring;
        D. Workplace distancing and hygiene protocols;
        E. Mandatory use of masks and other necessary PPE; and
        F. Thorough and frequent cleaning of worksites and vehicles.
    2. Contractor shall provide a copy of their COVID-19 Safe Workplace policy and proof of compliance with same on request of County.

Section 2: <u>Compensation and Payment and Limit of Appropriation</u>

A. Contractor's fees for COVID-19 Services shall be calculated at the rates set forth in the attached Exhibit Two. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit Two is $228,240.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original

copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

D. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of $228,240.00 specifically allocated to fully discharge any and all liabilities County may incur.

E. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed $228,240.00.

Section 3: <u>Term and Termination</u>

A. This Agreement is effective as of upon signature of both Parties and will expire on December 31, 2020, unless sooner terminated by a party in accordance with the Termination provisions below. This Agreement may be renewed under the same terms, conditions and pricing if agreeable to the Parties.

B. Termination for Convenience: Either Party may terminate this COVID 19 Agreement at any time upon five (5) days written notice.

C. Termination for Default:
   1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
      a. If Contractor fails to perform screening services within the time specified in the Scope of Work or any extension thereof granted by the County in writing;
      b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of forty eight (48) hours after receipt of notice from County specifying such breach or failure.

D. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in

accordance with this Section. Upon termination of this Agreement, County shall compensate Contractor in accordance with the Compensation and Limit of Appropriation Section of this Agreement above, for services administered under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice will be presented to and paid by County in the same manner set forth in the Compensation and Limit of Appropriation Section of this Agreement.

E. If County terminates this COVID 19 Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

F. The Parties acknowledge and agree that termination of the COVID 19 Agreement does not terminate RFP 15-058 Agreement and that termination of that Agreement must be in accordance with the terms of the RFP 15-058 Agreement.

Section 4: Modifications and Waivers

A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 5: Entire Agreement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled AGREEMENT FOR INMATE FOOD SERVICES IN RESPONSE TO COVID 19 second: Exhibit Two and last: Exhibit One: AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO FORT BEND COUNTY RFP 15-058

Section 6: Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 7: **Certain State Law Requirements for Contracts**:

The contents of this Section are required by Texas Law and are included by County regardless of content.

A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 8: **Federal Clauses**:

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below and as attached in Exhibit Three to this Agreement. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that the clauses shown below and as attached be included in each covered transaction at any tier. Contractor will also require all of their staff to comply with Federal documentation requirements administered by the County.

A. Americans with Disabilities Act (ADA) – Contractor shall comply with all federal, state, County , and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

B. Drug-Free Workplace – Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

C. Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (1) through (5) above.

D. Energy Policy and Conservation Act – Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

E. Debarment and Suspension –

1. The Contractor certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).
2. This certification is a material representation of fact relied upon by the County . If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment – Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. Political Activities – Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

H. Procurement of Recovered Materials – Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

I. Access to Records

1. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

J. DHS Seal, Logo, and Flags – The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

K. Compliance with Federal Law, Regulations, and Executive Orders – The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government – The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County , Contractor, or any other party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts – The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

N. Civil Rights and Non-Discrimination – During the performance of this contract, the Contractor agrees as follows:

1. Nondiscrimination on the Basis of Race, Color, and National Origin – Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA's implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department's implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2. Nondiscrimination on the Basis of Sex – Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA's implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and the Department's implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

3. Nondiscrimination on the Basis of Disability – Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

4. Nondiscrimination on the Basis of Handicap – Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's

implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

5. Nondiscrimination on the Basis of Age – Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

6. Nondiscrimination on the Basis of Limited English Proficiency – Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

O. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

1. Placing small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;

5. Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Contractor must require subcontractors to take the five affirmative steps described in 1-5 above.

P. Environmental and Historic Preservation Protections

1. Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.

2. Contractor shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

Q. Disaster Reservists – Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

R. False Statements Act – Contractor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

S. Fraud Waste and Abuse – Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

T. Prompt Payment – The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later

than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

U. Retention of Records – The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

V. Veteran Preference – The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the _____ day of _____, 2020.

FORT BEND COUNTY	ARAMARK CORRECTIONAL SERVICES, LLC
_____	_____
KP George, County Judge	Authorized Agent – Signature
_____	_____
Date	Authorized Agent- Printed Name
ATTEST:	_____
	Title
_____	_____
Laura Richard, County Clerk	Date

Reviewed by:

_____
Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

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

Exhibit Two: SCOPE CHANGE AGREEMENT DUE TO CORONAVIRUS

Exhibit Three: FEDERAL CLAUSES FOR CARES ACT

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 Edward Sturdivant, County Auditor

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EXHIBIT ONE:

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

EXHIBIT TWO:

SCOPE CHANGE AGREEMENT
DUE TO CORONAVIRUS

SCOPE CHANGE AGREEMENT DUE TO CORONAVIRUS

Aramark and Client are facing new and uncertain challenges in reacting to the rapidly changing information and conditions with respect to the Coronavirus or COVID-19, which impact the services provided by Aramark to Client. This document is meant to reflect the changes noted below to the current agreement between Aramark and Client.

Client Name & Address: **Fort Bend County Jail** 1410 Richmond Pkwy. Richmond, TX 77469 **Client Contact:** Sheriff Troy Nehls **Title: Sheriff** **Telephone:** Office – 281-341-4669 **Email:** Troy.Nehls@fortbendcountytx.gov **Services Provided by Aramark:** Food and Commissary	**Aramark Team**	
	Region Vice President	David Lauria
	District Manager	Patrick Templin
	Front Line Manager	Harry Cubbage
	Requester Name & Telephone	
	Patrick Templin – 214-335-8796	

AGREEMENT OF THE PARTIES

Aramark and Client are parties to a certain Agreement for Inmate Food Service dated July 7, 2015 (as amended, the "**Agreement**"). The parties find themselves in the midst of a global pandemic due to the rapid spread of the novel coronavirus COVID-19 and subsequent disruption of the economy and business throughout the nation resulting from various federal and state emergency orders placing restrictions on businesses and people in an effort to slow the spread of the virus (the "**Pandemic**"). The parties acknowledge that the duration, intensity, and consequences of the Pandemic are difficult to predict, but desire to establish certain levels of contingency to enable the continuation of services under the Agreement through the Pandemic. This agreement sets forth the mutually agreed terms between Aramark and Client, including changes to services with commensurate pricing adjustments relating to the Agreement, which the parties agree are appropriate adjustments to address the material adverse change in circumstances due to the impact of the Pandemic on operations pursuant to the Agreement.

Facilities that this Scope Change Agreement applies to: Fort Bend County Jail (Richmond, Texas)

Description of additional or modified services: Certain changes in menu, staffing, service distribution and food production location as described in the contingencies below, based on factors such as (1) product availability, (2) extent of Aramark staff permitted access to the facility and food preparation/service areas, and (3) availability of trustee workers provided by Client and/or other Client staff to support for food preparation/service.

Description of timing/effective date of additional or modified services: Commencing the earlier of May 25, 2020 or as the parties may otherwise mutually agree, and ending upon such dates as mutually agreed by the parties based on the status of the Pandemic and its effects on the impacted facility above.

Description of Pandemic contingencies with financial/billing impact for additional or modified services:

- In the event that Aramark is able to maintain management staff at the facility and utilize trustee workers provided by Client to support for food preparation/service at the facility, and serve a Cold, Hot, Cold ("CHC") menu, the price per meal shall increase by $0.644 to $2.024.

- In the event that Aramark is able to maintain management staff at the facility, but is not able to utilize trustee workers provided by Client nor utilize other Client staff to support for food preparation/service at the facility, and serve a CHC menu, the price per meal shall increase by $1.71 to $3.09 per meal.

- In the event that Aramark is able solely to provide a food service director (e.g. Harry Cubbage) to supervise Client staff (on overtime) to support for food preparation/service at the facility, and serve a CHC menu, the price per meal shall increase by $1.79 to $3.17 per meal, provided that Aramark shall reimburse Client for the actual hourly wages paid to such Client staff used to support such food preparation/service at the facility.

- If circumstances require, upon Client request, Aramark shall make available to Client certain shelf stable meals (for Lunch meal use only) for purchase through a third party vendor pursuant to such third party vendor's pricing sheet (collectively, the "**Third Party Shelf Stable Meals**"). Aramark will purchase such Third Party Shelf Stable Meals through the third party vendor, and Aramark will invoice Client for the actual costs incurred by Aramark (including shipping costs) for the same. Such invoiced amounts will be paid by Client to Aramark in accordance with the payment terms of the Agreement and are in addition to any fixed meal rate billings described herein.

- In addition to the provision of the Third Party Shelf Stable Meals (and potentially for the period prior to delivery of such meals), if the Client facility is unable to be used for food preparation, Aramark shall be permitted to use an offsite facility for meal production and, in lieu of the CHC menu, shall produce three (3) "sack lunch" meals instead (each, a "**Sack Lunch Meal**"). The parties anticipate use of an Aramark managed-facility in Harris County (such as NRG Stadium) for Sack Lunch Meal production. Aramark will deliver Sack Lunch Meals to Client's facility, but Client staff shall take delivery and be responsible for distribution of such meals within the facility. For Sack Lunch Meals, the price per meal shall increase by $1.79 to $3.17 per meal (this amount is in addition to and separate from any Third Party Shelf Stable Meals billings). Additional agreements of the parties regarding this contingency:

    - Aramark shall not be obligated to provided religious and medically prescribed diet meals ("**Special Meals**"), rather Client will be required (through use of Client staff) to produce such Special Meals following the Aramark dietician's menu and direction.

    - Neither Third Party Shelf Stable Meals nor any Sack Lunch Meal will satisfy the dietary requirements for any Special Meals. Accordingly, Client will be required (through use of Client staff) to produce any side items for religious Special Meals to meet prescribed caloric intake requirements.

    - For some of the breakfast meals, Aramark will make available to Client peanut butter P/C's, and will also keep a supply of milk and juice available at the facility. Client staff shall be responsible to distribute such items in the quantities and portion sizes listed on the menu and production sheets.

- Notwithstanding anything to the contrary in the Agreement, each party shall be responsible for its actions in performing the obligations described in the service modifications and contingencies described above.

Client Signature	Aramark Signature
Name, Title, and Date	**Name, Title, and Date**

EXHIBIT THREE:

FEDERAL CLAUSES FOR CARES ACT

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1
Date: 2014-01-01
Original Date: 2014-01-01
Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.