

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
COMMISSARY MANAGEMENT SERVICES PURSUANT TO RFP 18-094**

This FIRST AMENDMENT TO the **COMMISSARY MANAGEMENT SERVICES PURSUANT TO RFP 18-094** 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 (hereinafter "Aramark"), a non-profit corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about JANUARY 30, 2019 the Parties entered into **COMMISSARY MANAGEMENT SERVICES PURSUANT TO RFP 18-094** which is incorporated by reference;

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

Whereas, Section VII, 7.1 (F) allowed the Parties to renegotiate the commission rate based on jail population changes; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Aramark agree as following changes to be effective as of the date signed by both Parties.

I. Amendments

Section VII. Payment for Services is amended to reflect reduced jail population:

7.1 Commissions to SHERIFF from product sales services shall be paid as follows:

- A. Net Sales. Net sales is defined as total product sales (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Products) less sales or use taxes, authorized returns and handling charges. The parties agree that SHERIFF shall receive a commission on Net Sales based on actual weekly sales at the Facility in accordance with the below percentages:

Population	% (Commissary and i-care)
500	38%
600	42%
700	44%
800	45%
900	46%
1000	47%
1100	48%

- B. Subject to Paragraph 4.10, ARAMARK guarantees a minimum of \$535,000 in commissions each year during the term of this Agreement as long as ARAMARK provides the commissary services subject to this Agreement ("Minimum Annual Guaranteed Commission"). The parties agree that a review of commissions each one year term, on or about August 15 of each term year, and any deficit to the guaranteed minimum due to SHERIFF will be identified and remitted within ten (10) calendar days of the end of the annual review meeting and no later than September 1 of each term year.

Section XIX. Miscellaneous is amended to add Section 19.10:

19.10 Human Trafficking. BY ACCEPTANCE OF CONTRACT, ARAMARK 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.

- II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.


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Execution page follows

III. Execution

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

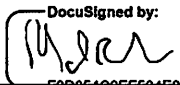
FORT BEND COUNTY SHERIFF:



Troy E. Nehls

10/19/20
Date

ARAMARK Correctional Services, LLC

DocuSigned by:


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Signature 10/13/2020

Date

Printed Name & Title: Mark Adams VP Finance

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