

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

**FIRST AMENDMENT TO INMATE FOOD SERVICES  
IN RESPONSE TO COVID 19**  
(extension of services)

**THIS FIRST AMENDMENT**, 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.

WHEREAS, the parties executed and accepted that certain AGREEMENT FOR INMATE FOOD SERVICES IN RESPONSE TO COVID 19 on or about July 28, 2020 (hereinafter “Agreement”) which is incorporated by reference;

WHEREAS, at the time of execution, County determined that the Agreement was 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 and finds that the exemption is still necessary to preserve or protect the public health or safety;

WHEREAS, the parties desire to extend the term of the Agreement in order to continue services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. The Agreement is hereby renewed; effective January 1, 2021 and shall terminate on MARCH 31, 2021. Terms, conditions, pricing, additional renewal periods and termination shall remain the same, except as noted herein.
2. The Maximum Compensation payable to Contractor for all Services rendered shall be increased to an amount not to exceed the amounts certified to date by the Fort Bend County Auditor and additional amounts of funds from time to time certified available, authorized as follows:
  - a. \$228,240.00 under the Agreement; and
  - b. Additional compensation under this Amendment not to exceed the amount certified below by the County Auditor effective as of the date certified; and
  - c. Any additional amounts that may be certified by the County Auditor (if any) during the course of this Agreement, and only as of the date certified.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without

an agreement executed by the parties or certification of available funds by the County Auditor.

4. In the event of conflict the most recently executed document shall prevail with regard to the conflict.
5. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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 date signed by the final party.

FORT BEND COUNTY

ARAMARK CORRECTIONAL SERVICES, LLC

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Michelle L. Turner  
Fort Bend County Attorney's Office  
General Counsel Division Chief

aramark 12.15.2020 agenda item extension til CARES 12.9.202 mlt

**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 for services provided for the below time period:

\_\_\_\_\_  
Service period

\_\_\_\_\_  
Robert Ed Sturdivant

\_\_\_\_\_  
Date Certified

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