

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**TENTH AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICES
PURSUANT TO FORT BEND COUNTY RFP 15-058**

THIS TENTH AMENDMENT (“Amendment”), is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court (“County”), and Aramark Correctional Services, LLC (“Contractor”), a Delaware limited liability company, authorized to conduct business in the State of Texas, having its principal place of business located at 2400 Market St., Philadelphia, PA 19103 (collectively referred to as the “Parties”).

WHEREAS, on or about July 2, 2015, the parties entered into an agreement for Inmate Food Services pursuant to Fort Bend County RFP 15-058 (as amended, the “Agreement”), which was amended on October 28, 2015, August 1, 2017, June 26, 2018, October 1, 2019, October 1, 2020, October 21, 2021, July 20, 2022, October 4, 2022 and February 14, 2023; and

WHEREAS, the aforementioned amendments to the Agreement are incorporated herein by reference as if written herein verbatim; and

WHEREAS, County and Contractor desire to amend said Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. **Extension.** The parties agree that the aforementioned amendments to the Agreement are incorporated herein by reference as if written herein verbatim. This amendment shall extend the Agreement effective from October 1, 2023 through September 30, 2024, in all respects. The Parties acknowledge and agree that services will be supported by good and valuable consideration during the Term of this Amendment, the sufficiency of which is acknowledged by the Parties.

2. **Pricing.** In accordance with Exhibit C of the Agreement, the parties agree that the price per meal charged to the County by Contractor for the Inmate meal shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from October 1, 2023 through September 30, 2024 and shall supersede in all respects any prior price per meal.

3. **Maximum Compensation.** Contractor further agrees that the Compensation for performance for services provided from October 1, 2023 through September 30, 2024, pursuant to this Amendment, shall not exceed One-Million Eight Hundred Ninety-Two Thousand Three Hundred Eighteen dollars and 00/100 (\$1,892,318.00). Maximum

Compensation for each service year shall remain as stated herein if the average daily population of inmates during the term of the Agreement does not exceed one thousand (1000) inmates in custody. In no case shall the amount paid by County under this Amendment exceed the Maximum Compensation without an approved change order and certification of additional funds by the Fort Bend County Auditor.

- 4. **Effect of Amendment.** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

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

DocuSigned by:
Stephen Yarsinsky
Authorized Agent
Stephen Yarsinsky, Vice President-Finance

Date

Date 10/9/2023

ATTEST:

Laura Richard, County Clerk

Reviewed by:

Eric Fagan
Eric Fagan, Fort Bend County Sheriff

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

Attachment A

Fort Bend, Texas
Effective October 1, 2023 through September 30, 2024

Population		October 1, 2023 through September 30, 2024
Low	High	Proposed Pricing
100	149	\$7.595
150	199	\$5.425
200	249	\$4.341
250	299	\$3.690
300	349	\$3.256
350	399	\$2.946
400	449	\$2.714
450	499	\$2.532
500	549	\$2.810
550	599	\$2.270
600	649	\$2.172
650	699	\$2.088
700	749	\$2.016
750	799	\$1.993
800	849	\$1.974
850	899	\$1.956
900	949	\$1.927
950	999	\$1.895
1000	1049	\$1.860
1050	1099	\$1.849
1100	1149	\$1.825
1150	1199	\$1.801
1200	1249	\$1.781
1250	1299	\$1.763
1300	1349	\$1.736

*The population will be determined by dividing total inmate meals served per week by 21.

Trustee meals: \$3.812 per meal

Staff Meals: \$3.890 per meal

Walk-in Staff Meals: \$3.890 per meal

A la carte items, as determined by SO Staff: Priced by item at Aramark's actual cost + 10%