

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS ELEVENTH 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, February 14, 2023, and October 24, 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, 2024 through September 30, 2025, 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, 2024 through September 30, 2025 and shall supersede in all respects any prior price per meal.
3. **Maximum Compensation Increase for FY2024.** The parties agree, due to an increase in inmates, that the Compensation for performance for services provided from October 1,

2023 through September 30, 2024, pursuant to this Amendment shall be increased to, and therefore shall not exceed, Two-Million Forty-Two Thousand Three Hundred Eighteen dollars and 00/100 (\$2,042,318.00). 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. **Maximum Compensation for FY2025.** Contractor further agrees that the Compensation for performance for services provided from October 1, 2024 through September 30, 2025, pursuant to this Amendment shall not exceed Two-Million Two Hundred Ninety-Nine Thousand Five Hundred Seventy dollars and 00/100 (\$2,299,570.00). 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.
5. **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.

EXECUTION PAGE FOLLOWS

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
8DD54D02B0CD4AA...

Authorized Agent

10/14/2024

Date

Date

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, 2024 through September 30, 2025

Population		Oct 1, 2024 to September 30, 2024	
Low	High	Proposed Pricing	
100	149	\$	7.906
150	199	\$	5.647
200	249	\$	4.519
250	299	\$	3.841
300	349	\$	3.389
350	399	\$	3.067
400	449	\$	2.825
450	499	\$	2.636
500	549	\$	2.925
550	599	\$	2.363
600	649	\$	2.261
650	699	\$	2.174
700	749	\$	2.099
750	799	\$	2.075
800	849	\$	2.055
850	899	\$	2.036
900	949	\$	2.006
950	999	\$	1.973
1000	1049	\$	1.936
1050	1099	\$	1.925
1100	1149	\$	1.900
1150	1199	\$	1.875
1200	1249	\$	1.854
1250	1299	\$	1.835
1300	1349	\$	1.807

*Population will be determined by dividing total inmate meals per week by 21

Trustee Meals	\$3.968 per meal
Staff Meals	\$4.049 per meal
Walk in Staff Meals	\$4.049 per meal
Ala Carte items	Priced by item at Aramark's actual cost + 10%