



- accordance with the "Modifications and Waivers" Section of this Agreement or as provided herein. Contractor agrees to provide an improved quality of meal for inmates and officers. To measure the improvement, County will administer the Food Satisfaction Survey contained in Exhibit D to inmates and staff prior to the commencement of the Agreement and bi-annually thereafter. The results of the survey will be summarized and provided in a report to the Designated Representatives of each party.
- D. Contractor will be given the current daily population report so meals can be prepared accordingly. If the population is above the 1000 threshold Contractor will require authorization from Fort Bend designee. Contractor will provide a variance report if at any time more meals are ordered than the current count of inmates. Any variance between the inmate population and the number of trays ordered will require an on duty jail supervisor to approve and justify. A weekly report will be presented to the Designated Representative(s) identified in the "Personnel" Section of this Agreement.
  - E. It expressly understood by and agreed to by the Parties that the pricing stated in Exhibit C reflects all food service requirements including, but not limited to: Section 8.4.3 of advertised bid specifications for FBC RFP 15-058 required Specialized Catering service at no additional cost to County (i.e. Special Breakfast, Lunches, cookies, pastries).

## **Section Two. Equipment and Maintenance**

- A. County shall, at its expense, provide Contractor with adequate preparation kitchen, office and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including local telephone and internet service) as may be reasonably required for the efficient performance of the Agreement.
- B. Contractor is responsible for regular cleaning of the Kitchen Facility and ODR.
- C. It is the responsibility of Contractor to promptly notify County's Facilities Department when maintenance/repair service is required. Contractor shall utilize the County Work Order system for all repairs and replacements which must be approved by County's Facilities Department prior to maintenance or repair service commencing
- D. Upon advance approval of County's Facility Department, Contractor may perform, or secure a 3<sup>rd</sup> party to perform, maintenance/repairs services determined to be necessary to fulfill obligations under this Agreement. Cost for such service shall be competitive with the cost of obtaining such products or services from an independent source in the open market and will be invoiced to County with no additional fees assessed by Contractor.
- E. Routine pest control services shall be the responsibility of County.

### **Section Three. Capital Improvement**

- A. Contractor agrees to be financially responsible for two hundred and fifty thousand dollars and 0/100 (\$250,000.00) (the "Financial Commitment) in kitchen equipment and infrastructure improvements for the food operations at the Jail to commence within the first six (6) months of this Agreement.
- B. County will prioritize the equipment and improvements to be covered by the Financial Commitment based on need and estimated price. Purchasing process will be determined by County in accordance with County policy and State law.
- C. County shall hold title to all such equipment bought from the Financial Commitment.
- D. The Financial Commitment shall be amortized on a straight-line basis over a period of six (6) years and two (2) months, commencing upon the effective date of this Agreement.
- E. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Contractor for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement and shall not exceed the amount allowed by Texas Government Code Section 2251.025, computed each accounting period on the declining balance. In the event such amounts owing to Contractor are not paid to Contractor within 30 days of expiration or termination, County agrees to pay interest on such amounts allowed by Texas Government Code Section 2251.025, compounded monthly from the date of expiration or termination, until the date paid. The right of Contractor to charge interest for late payment shall not be construed as a waiver of Contractor's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Contractor.

### **Section Four. Inmate Requests, Grievances & Complaints**

- A. Contractor shall use best efforts to ensure that inmate dietary requests are met as soon as possible, but not later than 48 hours after the request is entered into the Jail Inmate Request Manager.
- B. Inmate complaints or grievances regarding services under this Agreement shall be forwarded to Contractor's on-site supervisor who shall promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the Sheriff's grievance procedures. Contractor shall respond to all inmate complaints or grievances concerning services provided under this Agreement within seventy-two (72) hours of Contractor's receipt of such complaint or grievance.

**Section Five. Personnel**

- A. County, by through the County Sheriff, Sheriff, designates the Detention Administrative Lieutenant as the "Designated Representative(s)" of the County with regard to the services performed under this Agreement. County will notify Contractor in writing of any changes in Designated Representatives.
- B. Contractor hereby appoints Glenn Hamlett as "Designated Representative(s)" for County with regard to the services to be performed under this Agreement. Contractor will notify County in writing of any changes in Designated Representatives.
- C. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- D. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
- E. All employees of Contractor will wear identification badges at all times in a visible manner. Contractor shall return all identification badges and/or visitor passes immediately after an employee, contractor, or any agent or representative of Contractor's resignation, removal, termination, or re-assignment.
- F. Contractor will provide sufficient staffing to supervise the work of the inmate workers in the kitchen to prevent injuries to inmates and vandalism, meeting the minimum requirements of:
  - 1. A ratio of at least one (1) Contractor employee to every twenty (20) inmate workers maintained at all times in food service or preparation areas when inmates are working; and
  - 2. At least one Contractor employee on the floor supervising the food service operations.

## **Section Six. Security**

- A. Contractor understands and agrees that the highest level of security is necessary for the safety of the agents, employees, contractors and subcontractors of Contractor, as well as for the security of inmates and the Facility personnel. County, by and through the Sheriff, shall provide security sufficient to enable Contractor to safely and adequately provide the health care services described in this Agreement. Nothing herein shall be construed to make the Sheriff, his deputies or employees, or County, a guarantor of the safety Contractor's employees, agents, contractors, and subcontractors, including their employees.
- B. Loss of Equipment and Supplies. Neither County nor the Sheriff shall be responsible for any loss or damage to any equipment or supplies of Contractor, its agents, employees or subcontractors, unless such loss or damage is proven to have been caused by the negligence of the Sheriff or his employees. Contractor shall immediately report any and all lost items to the Sheriff.

## **Section Seven. Compensation and Payment**

- A. The Parties acknowledge and agree that County is only financially responsible for those meals that are prepared as a result of the daily population reports which will be invoiced in accordance with the rates identified in Exhibit C attached to this Agreement. County bears no financial obligation for "self-pay" meals purchased from Contractor.
- B. Contractor agrees that the Maximum Compensation for performance of Services pursuant to this Agreement will not exceed one million, five hundred thousand, three dollars and 20/100 (\$1,503,891.20), as long as the average daily population of inmates during the term of the Agreement does not one thousand (1000) inmates in custody. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- C. 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.
- D. Payment shall be made by check payable to Aramark Correctional Services, LLC within thirty (30) days after the invoice date.
- E. If any invoices are not paid within forty-five (45) days of the invoice date, interest shall be charged in the maximum amount allowed by the amount allowed by Texas Government Code Section 2251.025, computed each accounting period on the declining balance. In the event such amounts owing to Contractor are not paid to Contractor within 30 days of expiration or termination, County agrees to pay interest on such

amounts allowed by Texas Government Code Section 2251.025, compounded monthly from the date of expiration or termination, until the date paid.

- F. Contractor shall incur a compliance assessment fee as provided in the below Compliance assessment Chart for failure to comply with the requirements of RFP 15-0058:

Compliance Issue	RFP Reference	Compliance assessment fee
Failure to receive a <u>passing grade</u> inspection on a health inspection due to issues within Contractor's control	8.16.1	\$1,000 compliance assessment fee for the first instance and \$5,000.00 compliance assessment fee for each subsequent instance. Any re-inspection costs will be paid by Contractor.
Failure to receive a grade of <u>90 or greater</u> on a health inspection due to issues within Contractor's control.  Contractor will have thirty (30) days to correct any issues within its control and provide proof of compliance.	8.16.1	Failure to provide proof of compliance after 30 days shall result in \$1,000 compliance assessment fee for the first instance and \$5,000.00 compliance assessment fee for each subsequent instance. Any re-inspection costs will be paid by Contractor.
Failure to provide and supply one (1) certified jailer per shift	8.11.4	\$100.00 compliance assessment for each day working onsite past the one (1) year anniversary of the employee.
Failure of having a qualified jailer certified manager onsite	8.11.3	\$100.00 per occurrence
Failure to meet delivery requirement for time or temperature if Contractor is at fault	8.5.1	Credit to the customer's/county account/invoice of \$1.00 per occurrence

- G. 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.
- H. Any compliance assessment fee assigned against Contractor per the Compliance assessment Chart will be deducted from Contractor's next due monthly payment from County.
- I. The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Contractor's control, including, but not limited to, a change in the scope of Contractor's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside Contractor's control, then Contractor shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Contractor and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Contractor's price per meal, modifications to the menu, or modifications to Contractor's scope of services.

**Section Eight.            Limit of Appropriation**

- A. 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 hereinafter certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities County may incur.
- B. 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 the amount certified as available by the Fort Bend

County Auditor specifically allocated to fully discharge any and all liabilities County may incur.

**Section Nine. Term**

- A. The initial term of this Agreement shall commence on August 1, 2015, and shall continue through September 30, 2018.
- B. By mutual agreement, this Agreement may be renewed for three (3) additional one year periods. Thereafter, the County and Contractor may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Contractor.

**Section Ten. 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 Eleven. Termination**

- A. Termination for Convenience: Either party may terminate this Agreement at any time upon sixty (60) days written notice.
- B. 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 services within the time specified in the Scope of Services 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 ten (10) calendar days after receipt of notice from County specifying such breach or failure.

2. 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 Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
  - D. If County terminates this 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.

**Section Twelve. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

**Section Thirteen. Inspection of Books and Records**

- A. Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services.
- B. Contractor will provide detailed invoices of Contractor food costs to confirm that the prices charged for the short order menu items do not exceed Contractor's actual costs, plus 10 percent.
- C. County's right to inspect survives the termination of this Agreement for a period of four years.

**Section Fourteen. Insurance**

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written

notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

**Section Fifteen. Performance and Payment Bond**

Contractor shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

**Section Sixteen. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

**Section Seventeen. Confidential and Proprietary Information**

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and

agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section Eighteen.     Independent Contractor**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers

performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section Nineteen. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Sheriff  
1410 Williams Way Blvd  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Aramark  
Attn: Vice President, Finance  
Aramark Tower  
1101 Market Street  
Philadelphia, PA 19107

- C. Notice is effective only if the addressee has received the Notice. A Notice is deemed received as follows:
  - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section Twenty. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section Twenty-One. Performance Warranty**

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section Twenty-Two. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section Twenty-Three. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section Twenty-Four. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section Twenty- Five. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section Twenty-Six. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section Twenty-Seven. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section Twenty-Eight. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section Twenty-Nine. Entire Agreement**


This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit A *RFP 15-0058*, Exhibit B *Aramark Proposal submitted March 10, 2015*, Exhibit C *Supplemental Negotiated Terms* and Exhibit D *Food Satisfaction Survey* –,all of which are incorporate by reference as if set forth herein verbatim for all purposes.

**Section Thirty. Conflict**

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled *Agreement for Inmate Food Service Pursuant to Fort Bend County RFP 15-058*, second: Exhibit C *Supplemental Negotiated Terms*, third: Exhibit A *RFP 15-0058*, fourth: Exhibit D *Food Satisfaction Survey* and fifth: Exhibit B *Aramark Proposal submitted March 10, 2015*.

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 7 day of July, 2015.

FORT BEND COUNTY



Robert E. Hebert, County Judge

ARAMARK CORRECTIONAL SERVICES, LLC



Authorized Agent- Signature

Mark R. Adams

Authorized Agent- Printed Name

Vice President Finance

Title

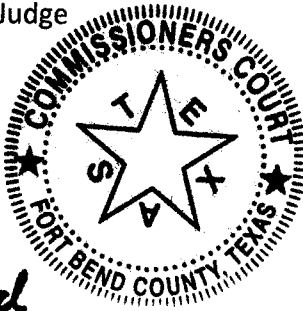
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Date

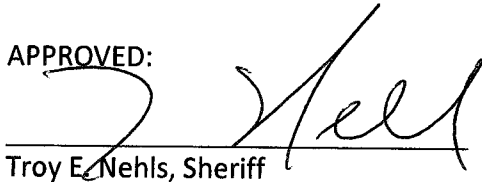
ATTEST:



Laura Richard, County Clerk



APPROVED:



Troy E. Nehls, Sheriff

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,503,891.20 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor