

**Amendment No. 1 to Operating Agreement –
Food Services for the Williamson County Juvenile Service**

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this ____ day of March, 2020, by and between the County of Williamson, Texas ("County"), and Aramark Correctional Services, LLC, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

WHEREAS, the parties desire to add the mid-morning snack service;

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. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. In accordance with Aramark's response to RFP 1903-307, which was incorporated into the Agreement according to paragraph 14 of the Agreement; for the avoidance of doubt, the Parties mutually agree that the following provision from Aramark's response to RFP 1903-307 shall be added to the Agreement as 3F:

3.F. FINANCIAL COMMITMENT: Aramark shall make a financial commitment to County in an amount up to \$15,000 (the "Financial Commitment"). County agrees to invest the Financial Commitment in Convection Steamer as described in Attachment A at the Facility. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis through June 30, 2024, commencing upon when the Convection Steamer is placed into service. 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 Aramark 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 Amendment at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark'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 Aramark.

2. **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 caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

**County of Williamson
State of Texas**

By: 
Mark R. Adams 3-10-2020
Vice President, Finance

By: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Mar 27, 2020)

Attachment A
Convection Steamer Gas

COOK'S

Quote

04/08/2019

Project:
Williamson County Jail/ARA-
Steamer

From:
Cook's Direct
Linda Stock
27725 Dahl Rd.
Warrenville, IL 60555
800-956-5571 x139

Job Reference Number: 6695

Item	Qty	Description	Sell	Sell Total
1	1 ea	CONVECTION STEAMER, GAS Vulcan Model No. C24GA5 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (6) 12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, 125,000 BTU	\$13,749.26	\$13,749.26
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Gas type to be specified		
	1 ea	120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3-prong plug, standard		
	2 ea	HOSEWTR 3/4"SSV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit required for gas & electric, 5 with filter system, 1 per unit for direct steam)	\$114.18	<Optional>
			ITEM TOTAL:	\$13,749.26
2	1 ea	CONVECTION STEAMER, GAS Vulcan Model No. C24GA10 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (10)12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU	\$14,289.79	<Alternate>
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details		<Alternate>
	1 ea	1 year limited parts & labor warranty, standard		<Alternate>
	1 ea	Gas type to be specified		<Alternate>
	1 ea	120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3-prong plug, standard		<Alternate>

04/08/2018

Item	Qty	Description	Sell	Sell Total
	2 ea	HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit required for gas & electric, 3 with filter system, 1 per unit for direct steam)	\$114.18	<Optional>
			ITEM TOTAL: <Alternate>	\$14,810.15
			Total	\$13,743.26

Returned equipment may be subject to manufacturer restock fee.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$13,743.26









Agenda Item 23884 - Amendment 1 - Aramark

Final Audit Report

2020-03-27

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