

OPERATING AGREEMENT
FOOD SERVICE FOR WILLIAMSON COUNTY JUVENILE SERVICES

This **OPERATING AGREEMENT** (the “Agreement”) is made as of July 1, 2024 (the “Effective Date”) by and between the **County of Williamson**, Texas with offices at 710 S. Main Street, Suite 101, Georgetown, TX 78626 (the "County"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WITNESSETH:

1. GRANT: The County hereby grants to Aramark the exclusive right to provide food service (excluding vending machine operation) for the County’s inmates, staff and visitors at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (the “Facility”). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff, and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association.
- B. The Food and Nutritional Board of the National Academy of Sciences as prescribed for inmates.
- C. The State of Texas.

2. OPERATIONAL RESPONSIBILITIES:

A. Facilities And Equipment: The County shall, at its expense, provide Aramark 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 telephone and internet service) as may be reasonably required for the efficient performance of the Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from Aramark to do so, Aramark may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance, and replacement services or supplies at the

prices billed by Aramark, excluding any sales tax. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

B. Emergency Plan: Aramark shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery: Facility personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to Aramark at the County kitchen, in a timely manner.

D. Food Products And Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation shall be the property of Aramark. The County shall be responsible for providing maintenance supplies and for maintaining County-owned kitchen appliances and equipment at the County's expense.

Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

E. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

F. Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to

the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

H. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques, and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall not be directly solicited for employment by the County for the term of this Agreement and twelve (12) months thereafter (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Aramark, and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Aramark management or supervisory employee hired by direct solicitation by the County in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state, and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

I. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

J. Insurance and Indemnification: Aramark shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Aramark may satisfy these requirements through a combination of primary and excess coverage.

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Damages to Rented Premises coverage in the minimum amount of \$100,000.00.

Medical Expenses coverage in the minimum amount of \$5,000.00.

Aramark agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents and servants for all third-party personal injuries caused by the negligence or a wrongful act of Aramark in its performance of the services defined in this Agreement (with counsel of the County's choosing), and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. However, it is expressly understood that Aramark shall not be responsible for damages, injuries, losses, or claims caused by inmates or the County, its officers, employees, agents, servants, or other independent contractors. Neither any of the County's officers, employees, agents, servants, or contractors, nor any inmates, are or will be deemed to be agents or employees of Aramark and no liability is or will be incurred by Aramark to such persons, except for bodily injury to such persons caused by Aramark's negligence. To the extent permitted by law, the County agrees to defend, indemnify, and hold Aramark harmless from any liability claim by or through such persons against Aramark. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents, and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents, and servants.

K. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead,

fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the “Hazardous Substances”) at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County’s premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a “Designated Person” (within the meaning of the Asbestos Hazard Emergency Response Act, “AHERA”), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement (“Pre-Existing Conditions”), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

L. Damages: Aramark’s liability hereunder shall not under any circumstances exceed the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.J.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect, or punitive damages.

M. Compliance With Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.

N. License, Fees, Permits, And Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. It is expressly understood

that the County is neither liable for any taxes, charges, or fees assessed against Aramark for the supplies or products provided or any services rendered.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the County's inmates, staff, and visitors at the per meal prices set forth in Attachment A. Aramark will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2025. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the

overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

C. Financial Commitment: Aramark shall make a financial commitment to County in an amount up to \$10,000 (Ten Thousand Dollars) (the "Financial Commitment). County agrees to invest the Financial Commitment in a steam table 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 over a period of five (5) years, commencing upon the effective date of this Agreement. 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 Agreement 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 31 days of expiration or termination, County agrees to pay interest in accordance with Chapter 2251 of the Texas Government Code. 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 31 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.

D. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by Aramark upon written authorization by the County at mutually agreed upon prices for such services.

E. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

Aramark shall provide the County with a comprehensive monthly summary of meals, services, and credits. This summary shall be forwarded to the County Administrator or his designee each month.

F. Manner Of Payment: The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Payment shall be made by check payable to Aramark Correctional Services, LLC. Such payment shall be sent to the address listed in the invoice. Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 8 hereof. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Aramark, the County shall notify Aramark of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of Aramark, Aramark shall be entitled to receive interest on the unpaid balance of the invoice submitted by Aramark beginning

on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Aramark shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of Aramark and similar information in the event the payment is to be made to a different address.
 - B. The County Contract, Purchase Order.
 - C. Identification of items or service as outlined in the Contract.
 - D. Quantity or quantities, applicable unit prices, total prices, and total amount.
 - E. Any additional payment information which may be called for by the Contract.
- Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4. MATERIAL ADVERSE CHANGE: 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 Aramark's control, including, but not limited to, a change in the scope of Aramark'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, supply, and labor 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 Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark 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 Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services.

5. RIGHT TO AUDIT: Aramark agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Aramark which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Aramark agrees that the County shall have access during normal working hours to all necessary Aramark facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Aramark reasonable advance notice of intended audits.

6. TERM OF AGREEMENT: The initial term of this Agreement shall commence on July 1, 2024, and shall continue through June 30, 2025. By mutual agreement, this Agreement may be renewed for four (4) additional one-year periods. Thereafter, the County and Aramark 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 Aramark.

7. TERMINATION:

A. Termination For Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days' notice to the other party.

B. Termination For Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. Consequences Of Termination: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

8. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

9. CONFLICTS OF INTEREST: Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. Aramark shall provide services as an independent contract. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

10. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. All materials deemed confidential shall be clearly labeled "CONFIDENTIAL." The County shall keep all Aramark Proprietary Information confidential, unless required to disclose by law, and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

11. ASSIGNMENT: Aramark may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

12. PRESS RELATIONS: Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

13. PUBLICITY RIGHTS: Neither Aramark nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither County nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable).

14. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following: (a.) Williamson County RFP #24RFP32, which is incorporated herein as if copied in full; (b.) Aramark Response to RFP #24RFP32, which is incorporated herein as if copied in full; and (c.) Any required insurance certificates evidencing required coverages. In the event of a conflict between documents; the following is the order of control:

1. Agreement
2. Aramark's Response to RFP #24RFP32

3. Williamson County RFP #24RFP32

15. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. **WAIVER:** The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

17. **COUNTERPARTS; PDF AND FACSIMILE SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

18. **LIABILITY:** The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, the County does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

19. **NON-APPROPRIATION AND FISCAL FUNDING:** The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that the County shall have the right to terminate this Agreement at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. The County may effect such termination by giving Aramark written notice of termination at the end of its then-current fiscal year.


20. **PUBLIC INFORMATION ACT:** Aramark understands that the County will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

21. GOVERNING LAW AND VENUE: The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC

**County of Williamson
State of Texas**

By: 

Stephen Yarsinsky
Vice President, Finance

By: _____
County Judge/Presiding Officer

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 17 2024 Time: 11:09 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 17 2024 Time: 10:59 am

Attachment A
Williamson County, Texas
Effective July 1, 2024 through June 30, 2025

Price per Meal

Breakfast	\$4.52
Lunch	\$4.52
Dinner	\$4.52
Snack	\$3.03
Incentive Meals:	
Double Angus w/ Tots	\$4.98
Buffalo Sandwich w/ Tots	\$3.79
Southwest Chicken Sandwich w/ Tots	\$3.84
Incentive Bags	\$6.01

Attachment B

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "Amendment"), is entered into this ____ day of _____, 20__ by and between _____, with offices at _____ ("_____"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("Aramark").

WHEREAS, _____ and ARAMARK entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

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. **Price Adjustment:** In accordance with [*Paragraph __ of Amendment No. __ to the Agreement*]/[*Paragraph __ of the Agreement*], the parties agree that the price per meal charged to _____ by ARAMARK shall be changed as set forth on Attachment A as a result of [*changes in the Consumer Price Index*]/[*changes in the Market Basket of Products*]/[*mutual agreement of the parties*]. This price shall be effective from _____, 20__ through _____, 20__ . , and shall supersede in all respects the price per meal set forth in Paragraph [__] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

[_____]

By: _____
Stephen Yarsinsky
Vice President Finance

By: _____

Attachment C

Sample Client Statement - Market Basket of Products Calculation

[INSERT CLIENT NAME] Exhibit

Sample Market Basket Price Redetermination Statement

(All)			
Market Basket Price Redetermination Statement			
CATEGORY	Market Basket Weighting	August BLS Market Basket CPI Index	Weighted CPI %
Cereals and Bakery Products	10.48%	5.99%	0.63%
Meats, Poultry, Fish and Eggs	20.41%	0.02%	0.00%
Dairy and Related Products	10.40%	0.31%	0.03%
Fruits and Vegetables	13.23%	2.10%	0.28%
Non-Alcoholic Beverages and Beverage Materials	5.41%	5.80%	0.31%
Other Food at Home	40.07%	4.49%	1.80%
TOTAL	100.00%		3.06%
August FY 2023 CPI Food Away from Home Index			6.54%
Greater of Market Basket to August CPI - Food Away from Home			6.54%

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.