

## **Amendment No. 1 to Agreement for Services**

**THIS AMENDMENT NO. 1** (the "Amendment"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **Lexington-Fayette Urban County Government**, with offices at 200 East Main Street, Lexington, Kentucky 40508 (the "LFUCG"), 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**, LFUCG and Aramark entered into an Agreement dated November 7, 2013 for the management of the food service (excluding vending machine operation and commissary operations) for inmates and staff at LFUCG's Division of Community Corrections (the "Facility") located at 600 Old Frankfort Circle, Lexington, Kentucky 40510 (as amended, the "Agreement");

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective March 1, 2018.

**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. **Financial Commitment:** Aramark shall make an additional financial commitment to LFUCG in an amount up to Forty-Six Thousand Dollars (\$46,000.00) for food service equipment at the Facility (the "2018 Financial Commitment"). Any equipment purchased by Aramark on LFUCG's behalf shall be purchased as a "sale-for resale" to LFUCG. LFUCG 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. LFUCG acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate prior to purchase of any equipment.

2. 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. 1 to be signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC**

By: \_\_\_\_\_

Mark R. Adams  
Vice President, Finance

**Lexington-Fayette Urban County Government  
State of Kentucky**

By: \_\_\_\_\_

Name:  
Title: