

THE STATE OF TEXAS     §  
  §  
COUNTY OF EL PASO     §

**FIFTH AMENDMENT TO  
SERVICES AGREEMENT BETWEEN  
COUNTY OF EL PASO TEXAS AND  
SELRICO SERVICES, INC. FOR  
CONGREGATE AND HOME DELIVERED MEALS FOR THE CITY-COUNTY  
NUTRITION PROGRAM**

**WHEREAS**, on April 8, 2019, the County of El Paso Texas (“**County**”) and Selrico Services, Inc. (“**Selrico**” or “**Vendor**”), entered into a Services Agreement (County Contract 2019-0158), and subsequently amended the original Services Agreement (Contracts 2020-0930, 2020-0486, 2022-0220 and 2022-0331 for the preparation and delivery of the Congregate and Home Delivered Meals, (the “**Agreement**”); and

**WHEREAS**, The County and Vendor desire to amend the Agreement in this fifth amendment (the “**Amendment**”) in accordance with the existing mutually agreed terms, to exercise the second of three optional renewal terms of the Contract, make certain revisions to requirements related to congregate and home-delivered meals requirements; and

**WHEREAS**, regardless of the date signed by the County and Vendor, the Amendment shall have an effective date of **DATE**.

**NOW, THEREFORE**, the County and Selrico Services Inc., in consideration of the mutual covenants and agreements contained in the Amendment and those set forth herein, do hereby agree to amend the Agreement as follows:

**AMENDMENT**

**1. Section 1 of the Third Amendment to Contract:**

**1. Term.** The County and Vendor agree to exercise the second of three (3) optional renewal terms of the Agreement. The term of the second renewal shall not exceed six (6) months. The first renewal term commenced on April 9, 2022 and will expire October 8, 2022. The second renewal term will commence on October 9, 2022 and will expire April 9, 2023.

**2. Section 3, Obligations of Selrico, Sub-section B.6 of the original Services Agreement:**

**B. For Congregate meals Selrico shall:**

6. Serve meals in bulk, with the exception of the following eight (8) centers, which require individual plating (Chihuahuita, Clint, McCall, Montana Vista, Northeast, O’Rourke (Friendly), San Elizario, and Socorro).

**Shall be replaced as follows:**

6. Serve meals in bulk, with the exception of the following five (5) centers, which require individual plating (Clint, McCall, Montana Vista, San Elizario and Socorro).

**3. Section 3, Obligations of Selrico, Sub-section C.5 of the original Services Agreement:**

**C. For Home-Delivered meals Selrico shall:**

5. Selrico shall be required to have at least one weekly face-to-face encounter with the program participants and will provide verification of the encounter by having the participant sign for the delivery of the meal that day.

**Shall be replaced as follows:**

5. Selrico shall be required to have at least two weekly face-to-face encounters with the program participants and will provide verification of the encounter by having the participant sign for the delivery of the meal that day.

Except as modified herein, all other terms and conditions of the original Agreement and First, Second, Third and Fourth Amendments remain the same.

[Signatures on the following page]

[Signature page for County]

COUNTY OF EL PASO:

\_\_\_\_\_  
Ricardo A. Samaniego  
County Judge

APPROVED AS TO LEGAL FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
[Click here to enter text.](#)  
Assistant County Attorney

\_\_\_\_\_  
Irene Valenzuela, Executive Director  
Community Services Department

Acknowledgment

**THE STATE OF TEXAS** §  
§  
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by **Ricardo A. Samaniego**, as **County Judge** of the **County of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

[Signatures continue on next page]

