ORDER: APPROVE AND EXECUTE AMENDMENT 3 TO THE FOOD SERVICE AGREEMENT WITH SUMMIT FOOD SERVICE, LLC

Motion was made by Scott Allen, duly seconded by John Morgan, to approve and execute amendment 3 to the Food Service Agreement with Summit Food Service, LLC.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor John Morgan, voted yes Supervisor Tim Gordon, voted yes Supervisor Scott Allen, voted yes Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 16th day of June, 2025.

Brent Larson, President Board of Supervisors Mike Roberts, Chancery Clerk

AMENDMENT #3 TO THE FOOD SERVICE AGREEMENT

This Amendment is made and entered into by and between Lafayette County Detention Center ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Food Service Agreement (the "Agreement"), effective August 1, 2022;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

- 1. <u>Term.</u> This Agreement shall be extended for an additional year beginning August 1, 2025. Per section 1.2 of the Agreement, the term shall automatically renew for additional one-year periods thereafter unless otherwise terminated per the Agreement.
- 2. <u>Payment Arrangement.</u> Per section 7.5, as amended, of the Agreement, pricing at section 7.1.A. shall be amended to reflect that Company shall charge per the following scale:

POPULATION SCALE	CURRENT PRICE	NEW RATE
0-90	TBN	TBN
91-100	\$2.734	\$2.838
101-110	\$2.579	\$2.677
111-120	\$2.452	\$2.545
121-130	\$2.343	\$2.432
131-140	\$2.252	\$2.338
141-150	\$2.173	\$2.256
151-160	\$2.116	\$2.196
161+	\$2.066	\$2.145
Religious	\$4.774	\$4.955

3. Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; tariffs; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

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This Amendment is effective as of August 1, 2025. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT: Lafayette County Detention Center

COMPANY: Summit Food Service, LLC

Signature:

Name:

Title:

Date:

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Signature:

Roslian Coa

Roshon Cody

Name:

President

Title: Date:

6/6/2025