

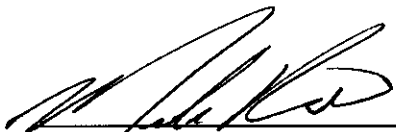
**ORDER: AUTHORIZE A THREE PERCENT INCREASE IN FOOD SERVICE  
AGREEMENT WITH SUMMIT FOOD SERVICE LLC FOR LAFAYETTE  
COUNTY JAIL**

Motion was made by David Rikard, duly seconded by Brent Larson, to authorize a three percent increase in food service agreement with Summit Food Service LLC for Lafayette County Jail.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 7<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
**Mike Roberts, President  
Board of Supervisors**  
\_\_\_\_\_  
**Sherry Wall, Chancery Clerk**

## AMENDMENT #1 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 with pricing adjustment the partnership; 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. **Term.** This Agreement shall be extended for an additional year beginning August 1, 2023.
2. **Price.** Per section 7.6 of the Agreement, pricing shall be adjusted as follows:

Item	Current Price	Adjustment	New Price
1-90	TBN	3.0	TBN
91-100	\$2.577		\$2.654
101-110	\$2.431		\$2.504
111-120	\$2.310		\$2.379
121-130	\$2.209		\$2.275
131-140	\$2.122		\$2.186
141-150	\$2.048		\$2.109
151-160	\$1.994		\$2.054
161-1000	\$1.948		\$2.006
Religious Meals	\$4.50	---	\$4.6350

3. **Future Pricing.** Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
4. **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; 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.

This Amendment is effective as of August 1, 2023. 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.

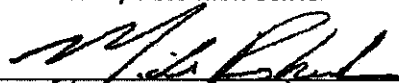
**CLIENT: Lafayette County Detention Center**

Signature:

Name:

Title:

Date:

  
Mike Roberts  
President BOS  
8/21/23

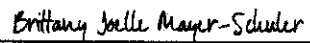
**COMPANY: Summit Food Service, LLC**

Signature:

Name:

Title:

Date:

Designated by:  
  
Brittany Mayer-Schuler  
President  
8/16/2023