

AMENDMENT #1 TO THE AGREEMENT TO PROVIDE FOOD SERVICE FOR JUVENILES SERVICES CENTER

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

WHEREAS, The Parties have entered into a certain Agreement To Provide Food Service For Juveniles Services Center (the "Agreement"), effective November 21, 2023;

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 term through June 30, 2026.
2. **Price.** Company shall charge and Client shall pay:

Average Daily Meal Count	Rate Per Meal
10 or less	TBN
11-15	\$21.25
16-20	\$13.75
21-25	\$10.50
26+	\$8.750
Snack	\$1.302
Extra Milk	\$0.714

3. **Payment Due Date and Method.** Section III.B. shall be amended to include the following:
Payment method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.
4. **Future Pricing.** Pricing adjustments shall be made on an annual basis 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 to the Fee(s). On the anniversary of the Commencement Date, Company's proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

5. **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 November 21, 2024. 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: Laramie County

Signature: _____

Name: _____

Title: _____

Date: _____

COMPANY: Summit Food Service, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:

Brittany Mayer-Schuler

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Brittany Mayer-Schuler

President

11/22/2024

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

[Signature] *Brittany Lamy*
11-27-24