

**Amendment No. 13  
To Food Service Contract  
Between Laramie County and Summit Food Service, LLC**

This Amendment No. 13 (the "Amendment"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Laramie County Sheriff's Office ("County") located at 1910 Pioneer Avenue, Cheyenne, Wyoming and Catering By Marlin's, Inc. d/b/a CBM Managed Services now known as Summit Food Service, LLC ("Contractor") located at 500 East 52<sup>nd</sup> Street, North, Sioux Falls, South Dakota.

**WITNESSETH:**

**WHEREAS**, County and Contractor entered into a Food Service Contract, (the "Agreement") dated, June 1, 2005 for the management of the food service operation at the Laramie County Jail;

**WHEREAS**, effective April 1, 2017, CBM is now known as Summit Food Service, LLC;

**WHEREAS**, County and Contractor amended the Agreement previously via an Amendment dated June 1, 2006, via an Amendment dated June 1, 2007, via an Amendment dated June 1, 2008, via an Amendment dated June 1, 2009, via an Amendment dated June 1, 2011, via an Amendment dated July 1, 2012, via an Amendment dated July 1, 2013, via an Amendment No. 8 dated May 6, 2014, via an Amendment No. 9 dated April 7, 2015, via an Amendment No. 10 dated March 3, 2016, via an Amendment No. 11 dated March 10, 2017, and via an Amendment No. 12 dated March 12, 2018;

**WHEREAS**, County and Contractor desire to extend the term of the Agreement for one (1) additional year to cover the period from July 1, 2019 through June 30, 2020 ("Renewal Term");

**WHEREAS**, Article 3.8 "Contract Payment" of the Agreement provides that the Contractor and the County agree to negotiate the price per meal prior to the annual anniversary date of the contract for each remaining year of the agreement. The Contractor and the County agree that the Consumer Price Index will be the primary, but not the only, basis for price per meal negotiations. ";

**NOW THEREFORE**, the County and Contractor hereby agree to amend the Agreement as follows:

The Foregoing recitals are deemed substantive and are incorporated herein as if fully set forth.

1. Renewal Term: County and Contractor agree to renew the term of the Agreement for one (1) additional year, effective July 1, 2019 through June 30, 2020.

2. Cost per Meal: County and Contractor agree to the following cost per meal to be effective during the renewal term:

- Inmate meals will be billed at the rate of \$2.65. This is based on a 2.5% CPI increase.
- All staff meals will be billed at the rate of \$2.65. This is based on a 2.5% CPI increase.
- Per agreement between County and Contractor, all Kosher and Halal meals will be billed at the rate of \$5.50.
- All additional doctor ordered medical snacks will be billed at the rate of \$1.37. This is based on a 2.5% CPI increase.
- Milk will be billed at the rate of \$0.51. This is based on a 2.5% CPI increase.
- All name brand nutritional supplements will be billed at the rate of \$1.50.

3. Effect of Amendment: Amendment No. 13 along with all previous amendments shall be attached to the original Agreement and all terms, conditions and provisions of the original Agreement and all subsequent amendments shall remain in full force and effect unless otherwise modified by this Amendment.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment No. 13 as of the day and year written below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

Laramie County

By: \_\_\_\_\_, Chairman  
Laramie County Commissioners

\_\_\_\_\_  
County Clerk

Dated this 2nd day of may, 2019

Summit Food Service, LLC

By: Marlin Sejnoha  
President and CEO

Naomi C. McLaughlin  
Witness

REVIEWED AND APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Laramie County Attorney