

**Amendment
To Nutrition and Commissary Management Services Agreement
Between Sedgwick County and Summit Food Services**

This Amendment No. 2 (the "Amendment"), is entered into by and between Sedgwick County ("County") and Catering By Marlin's, Inc. d/b/a CBM Managed Services ("CBM") now known as Summit Food Service a New Mexico Limited Liability Company ("Summit").

WITNESSETH:

WHEREAS, County and Summit entered into a Nutrition and Commissary Management Services Agreement (the "Agreement") dated, February 9, 2017 to provide nutrition and commissary management services to Sedgwick County;

WHEREAS, CBM and Summit merged as of August 15, 2019 and is now known as Summit Food Service, LLC;

WHEREAS, County and Summit wish to extend the term of the agreement for an additional five years to February 8, 2025;

WHEREAS, Summit respectfully requests a 9.12% increase to price per meal for year one of this extension;

WHEREAS, Summit agrees to provide \$120,000.00 per year of the extension, not to exceed \$600,000.00, to be used for equipment purchases and improvements to the food service facility.

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

1. **Name Change.** CBM Managed Services is now known as Summit Food Service.
2. **Term.** The Agreement shall be extended for an additional five years ending February 8, 2025. The parties may extend the Agreement further at any time by mutual written consent.
3. **Cost Per Meal.** County and Summit agree to the following cost per meal for the period from May 1, 2020 to February 8, 2021,:


<u>Current Meal Price</u>	<u>Increase</u>	<u>New Meal Price</u>
\$1.2935	9.12%	\$1.4115


If at any time the inmate population falls below 1350 (including residential center meals) for a period longer than 3 consecutive weeks, Summit reserves the right to adjust


meal price upon mutual agreement with the County until such time as the population raises above the threshold.

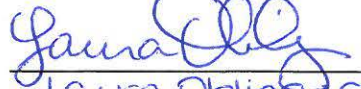
4. Annual Price Increase. The Parties agree that the annual price increase for years 2-5 of the extension shall be based on CPI-Food Away from Home and shall not exceed 3% beginning February 8, 2021.
5. Equipment and Facility Improvements. Summit agrees to provide \$120,000.00 each year of this five-year extension, not to exceed \$600,000.00. The dollars provided are to be used to upgrade or replace equipment for the Food Service Facility. In the event this agreement is terminated for any reason, County shall reimburse Summit for that year's dollars, (i.e. if the Agreement is terminated in June of year two, County would reimburse Summit that year's funds of \$120,000.00).

This Amendment is effective as of May 1, 2020. All other terms and conditions of the original Contract (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Contract.

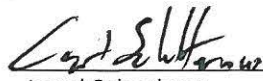
COUNTY
Signature: 
Name: Jeffrey Easter
Title: Sheriff
Date: 4/30/20

COMPANY
Signature: 
Name: Marlin C. Sejnoha, Jr.
Title: President and CEO
Date: 4/30/2020

COUNTY
Signature: 
Name: BRIAN W. HUME
Title: UNDERSHERIFF
Date: 04/30/20

COUNTY
Signature: 
Name: Laura Oblinger
Title: Sheriff's Office Counsel
Date: 4/30/20

ATTESTED TO

COUNTY
Signature: 
Name: Jared Schechter
Title: Captain
Date: 4-30-2020

COMPANY
Signature: 
Name: Naomi C. McLaughlin
Title: Business Excellence Director
Date: 4/30/2020