

Summit Food Services Amendment Two

THIS SECOND AMENDMENT (“Second Amendment”) has an effective date October 1, 2025 (Second Amendment Effective Date”) between the County of Lake, a political subdivision of the State of California (“County”) and Summit Food Services (“Vendor”) with an address of 500 East 52nd Street North Sioux Falls, SD 57104.

WHEREAS, on October 1, 2022, County and Vendor entered into an Inmate Food Services Agreement (“Agreement”), under which the Vendor agreed to provide meals and services to the inmate population at the Lake County Jail. The parties hereto desire to further amend the terms of the Agreement to modify **SECTION 2 TERM**.

1. Section 2 **TERM** is hereby deleted in its entirety and replaced with the following:
 - a. County and Vendor entered into an Inmate Food Services Agreement on October 1, 2022, for an initial term of three years with an expiration date of September 30, 2025, (“Initial Term”). The County exercises its right to further renew this Agreement for an additional one (1) year term which shall begin on October 1, 2025 (“First Renewal Term”). This agreement shall not bind, nor purport to bind, County for any contractual commitment in excess of the Renewal Term(s). However, County, at its sole option shall have the right to renew this Agreement for an additional one (1) year term or on a month-to-month basis (not to exceed 12 months), with 30 days written notice to Vendor prior to the expiration of the First Renewal Term of this Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement and its Amendments, shall remain the same and apply during the Renewal Terms(s). This Agreement will not automatically renew.
2. **Except as expressly modified by this Second Amendment, the provisions, and conditions of the original Agreement, as amended, are unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by this Second Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations whether written or oral and may not be further modified or amended except by written amendment.**

Summit Food Services Amendment Two

IN WITNESS WHEREOF, the parties hereto have executed this Operating Plan:

COUNTY:

Contractor:

Chair, Board of Supervisors

Date

ATTEST:

Susan Parker
Clerk of the Board

Deputy Clerk

Date

Signed by:



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Summit Food Services

Roshon Cody

Type or Printed Name

President

Title

9/5/2025

Date

APPROVED AS TO FORM:



Lloyd Guintivano

County Counsel By: Carlos Torrez
Sr. Deputy County Counsel

09/11/2025

Date

AMENDMENT #2B TO THE FOOD SERVICE AGREEMENT

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

WHEREAS, the Parties have entered into a certain Food Service Agreement (the "Agreement"), effective October 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. **Term.** This Agreement shall be extended for an additional year beginning October 1, 2025. The term shall automatically renew for additional one-year periods thereafter unless otherwise terminated per the Agreement.
2. **Payment Arrangement.** Per Exhibit C, section 2.4 of the Agreement, pricing at Exhibit C, section 1.A.a. shall be amended to reflect:
 - a. **Scaled Rate.** Client shall pay Company the rate per meals served:

Population	Current Price	CPI %	New Price
>129	TBN		TBN
130-150	\$3.757	3.8%	\$3.899
151-171	\$3.398	3.8%	\$3.527
172-192	\$3.127	3.8%	\$3.245
193-213	\$2.914	3.8%	\$3.024
214-234	\$2.776	3.8%	\$2.881
235-255	\$2.666	3.8%	\$2.767
256-276	\$2.576	3.8%	\$2.673
277-297	\$2.504	3.8%	\$2.599
298-318	\$2.445	3.8%	\$2.537
319-339	\$2.398	3.8%	\$2.489
340-360	\$2.361	3.8%	\$2.450
Staff Meals	\$6.83	3.8%	\$7.089

This Amendment is effective as of October 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: County of Lake

COMPANY: Summit Food Service, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Signed by:

Roshon Cody

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Name: _____

Roshon Cody

Title: _____

President

Date: _____

9/10/2025

Approved AS to Form

Carlos Torrez

CARLOS TORREZ

SR. Deputy County Counsel

9/12/2025