

## AMENDMENT #1 TO THE FOOD SERVICE AND COMMISSARY AGREEMENT

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

**WHEREAS**, the Parties have entered into a certain Food Service and Commissary Agreement (the "Agreement"), effective January 29, 2025;

**WHEREAS**, the Parties have agreed to adjust pricing for the Agreement; 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. **Payment Arrangement.** Per section 7.8 of the Agreement, pricing at section 7.1.A. shall be amended to reflect that:
  - a. **Flat Rate.** Client shall pay Company the amount of \$1.269 per meals served. The rate shall not include charges for medical meals, religious meals, supplements, cleaning supplies, equipment purchases or repairs.
  - b. **Bag Lunches.** Client shall pay Company the amount of \$1.723 per Bag Lunch.
  - c. **Religious Meals.** Common Fare (cooked onsite) Religious Meals shall be provided and billed at the rate of any inmate meals, which is \$1.269 per meal served.
2. **Change in Conditions.** Section 7.7 of the Agreement shall be amended to the following language: 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; tariffs; inmate labor; 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. In the case that Client provides inmate labor to assist with duties under the Agreement, Client acknowledges that Client is solely responsible for any pay, compensation, benefits or other remuneration (if any) payable to the inmate. 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.
3. All capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.
4. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall prevail with respect to matters expressly set forth in this Amendment, and the Agreement shall prevail with respect to all other matters. No representations, inducements, or agreements, oral or in writing, between the parties with respect to such matters, unless contained in the Agreement or this Amendment, shall be of any force or effect.

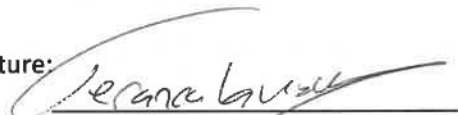
5. Except as expressly amended herein, all other terms of the Agreement are hereby ratified and confirmed and will continue in full force and effect, and the parties hereby ratify and confirm the terms of the Agreement, as modified by this Amendment.
  
6. Counterparts; Electronic Delivery. This Amendment may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document with the same effect as if such signatures were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Amendment may be executed electronically.

This Amendment is effective as of January 29, 2026.

**CLIENT: Weber County Sheriff's Office**

**COMPANY: Summit Food Service, LLC**

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Terance Lovely

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Chief Deputy

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3-19-2026

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Froerer voted \_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_

Commissioner Bolos voted \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor