

## **AMENDMENT #2 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.** Section 7.1.c. shall be deleted in its entirety and replaced with the following language:  
"C. Religious Meals. Pre-packaged religious meals shall be provided at a rate of \$6.75 per meal. Client may elect to implement a Common Fare religious meal program, either in lieu of or in addition to pre-packaged religious meals. Meals provided under any such Common Fare program shall be billed at the rate of any inmate meal."
2. All capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.
3. 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.
4. 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.
5. **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 E-SIGN Act of 2000, e.g., [www.docusign.com](http://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 30, 2026.

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

**COMPANY: Summit Food Service, LLC**

Signature:



Name:

Terrence Lavelly

Title:

Chief Deputy

Date:

4-27-2026

Signature:

Name:

Title:

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