

AMENDMENT #5 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

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

WHEREAS, the Parties have entered into a certain Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price (the "Agreement"), effective July 1, 2021;

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 July 1, 2025.
2. **Payment Arrangement.** Per section 5.1 of the Agreement, pricing shall be amended to reflect that Company shall charge per the following scale:

Population	Current Price	5.0% CPI Increase	New Price Per Meal
7500-8000	\$1.925	\$0.096	\$2.021
8001-8500	\$1.871	\$0.094	\$1.965
8501-9000	\$1.820	\$0.091	\$1.911
9001-9500	\$1.775	\$0.089	\$1.864
9501-10000	\$1.734	\$0.087	\$1.821
10001-10500	\$1.696	\$0.085	\$1.781
10501-11000	\$1.659	\$0.083	\$1.742
11001-11500	\$1.634	\$0.082	\$1.716
11501-12000	\$1.609	\$0.080	\$1.689
12001-12500	\$1.588	\$0.079	\$1.667
Staff Meal	\$2.309	\$0.115	\$2.424

3. **Payment Methods.** Section 5. of the Agreement shall be modified to include sub-section "5.2 Payment Method" with the following language:

Payment method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

This Amendment is effective as of July 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: Yellowstone County Detention Facility

COMPANY: Summit Food Service, LLC

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:
