

**ADAMS COUNTY, COLORADO  
AMENDMENT #2 2017.444 FOR  
DETENTION CENTER FOOD SERVICE MANAGEMENT**

THIS AMENDMENT #2 TO PURCHASE OF SERVICE AGREEMENT is entered into this 3 day of OCTOBER, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Summit Food Service, LLC, located at 1751 County Road B West, Suite 300, Roseville, MN 55113, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, on May 13, 2015, the County entered into a Purchase of Service Agreement 2014.318 with the Contractor; and,

WHEREAS, on June 7, 2016, the County amended the agreement to extend the agreement for one year; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year.

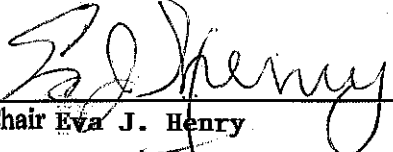
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year.
2. The fee schedule will increase from \$1.1581 to \$1.1859 per regular inmate meal and from \$10.014 to \$10.2543 for Kosher inmate meals.
3. The Service Agreement is hereby amended to change the name of the contractor from ABL Management Inc., to Summit Food Service, LLC.
4. The Service Agreement and this Amendment # 2 contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment #2, the terms, conditions, and provisions of this Amendment # 2 shall control.
5. The Recitals contained in this Amendment # 2 are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. This Amendment # 2 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Nothing expressed or implied in this Amendment # 2 is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment # 2 or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment # 2 by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
8. If any provision of this Amendment # 2 is determined to be unenforceable or invalid for any reason, the remainder of the Amendment # 2 shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
9. Each party represents and warrants that it has the power and ability to enter into this Amendment #2, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

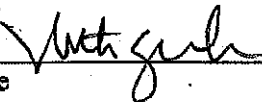
  
Chair Eva J. Henry

10/3/17  
Date

SUMMIT FOOD SERVICE LLC


MITZ SPEICHER  
Print Name

CFO  
Print Title

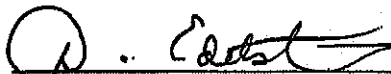
  
Signature

9/20/17  
Date

ATTEST: STAN MARTIN  
CLERK AND RECORDER

  
Deputy Clerk

APPROVED AS TO FORM:

  
County Attorney