

## CONTRACT APPROVAL

### SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

### Received as of January 11, 2022:

- Summit Food Service LLC—contract amendment for Jail inmate meals increasing costs by 4.7% effective March 1, 2022.



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# Office of the Sheriff

Jesse Jahner, Sheriff

January 3, 2022

Mr. Rick Steen, Chair  
Cass County Commission  
via Email

Chairman Steen,

I am submitting a request for Commission review and approval of an amendment to the existing contract with Summit Food Service, LLC for food services at the Cass County Jail.

The enclosed amendment is for an annual renewal extension of one year, to take effect March 1, 2022. This amendment calls for a modest increase in food costs of 4.7%.

The approved 2022 budget for the Sheriff's Office includes an anticipated 5% increase in costs, and this amendment is within what was expected and approved, so there will be no budgetary modification necessary if this amendment is approved.

I request that this amendment be considered for approval during the next available commission meeting.

Sincerely,

Capt. Andrew Frobig  
Jail Administrator

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**Cass County Sheriff**  
**Law Enforcement Center**  
1612 23rd Avenue North  
P.O. Box 488  
Fargo, North Dakota 58107-0488  
Phone: 701-241-5800  
Fax: 701-241-5806

**Cass County Sheriff**  
**Courthouse**  
211 9th Street South  
P.O. Box 488  
Fargo, North Dakota 58107-0488  
Phone: 701-241-5800  
Fax: 701-241-5805

**Cass County Jail**  
450 34th Street South  
Fargo, North Dakota 58103  
Phone: 701-271-2900  
Fax: 701-271-2967

**AMENDMENT #12 TO THE FOOD SERVICE PARTNERSHIP AGREEMENT**

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

**WHEREAS**, The Parties have entered into a certain Food Service Partnership Agreement (the "Agreement"), effective February 20, 2007

**WHEREAS**, The Parties have agreed to extend with pricing adjustment the partnership; 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 March 1, 2022.
2. **Price.** Company shall charge and Client shall pay:

Population	Current Price	Increase	New Price
160-169	\$1.686	4.7%	\$1.765
170-179	\$1.640	4.7%	\$1.717
180-189	\$1.600	4.7%	\$1.675
190-199	\$1.573	4.7%	\$1.647
200-209	\$1.441	4.7%	\$1.509
210-219	\$1.428	4.7%	\$1.495
220-229	\$1.398	4.7%	\$1.464
230-239	\$1.380	4.7%	\$1.445
240-249	\$1.363	4.7%	\$1.427
250-259	\$1.347	4.7%	\$1.410
260-269	\$1.331	4.7%	\$1.394
270-279	\$1.319	4.7%	\$1.381
280-289	\$1.305	4.7%	\$1.366
290-299	\$1.293	4.7%	\$1.354
300-309	\$1.281	4.7%	\$1.341
310+	\$1.272	4.7%	\$1.332
Snack	\$0.953	4.7%	\$0.998
Kosher & Halal	\$6.500		\$6.500
Milk	\$0.401	4.7%	\$0.420
Name Brand Nutritional Supplements	\$1.500		\$1.500

This Amendment is effective as of March 1, 2022. 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: Cass County**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMPANY: Summit Food Service, LLC**

Signature: \_\_\_\_\_  
Name: Marlin C. Sejnoha, Jr.  
Title: President & CEO  
Date: \_\_\_\_\_