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Office of the Sheriff

Jesse Jahner, Sheriff

November 28, 2022
Mr. Rick Steen, Commission Chair
Cass County Commission
Via Email

Dear Commission Chair Steen,

Submitted with this letter is a request from Summit Food Services to amend our current meal rates starting upon approval by the Cass County Commission. Attached are the two amendment options, the original food service contract, and Summit Food Service letters explaining the increases to aid the review.

As the Jail's Operation Lieutenant, my responsibilities include the food service contract. Earlier this month, on a call, I, Lt. Tommy Ray, discussed with the Summit Regional Manager and the company's executives their need to increase inmate daily meal pricing due to inflationary increases. The Regional Manager submitted alternative food amendments for our facility's consideration due to the price increase. With the Summit Food Service assessment, I agreed to forward pricing amendments to the Commission for review. For the awareness of the Commission Chair, the food amendment price option one and option two would not exceed our current food budget.

I am requesting to add the Food Service contract amendments to the next Commission agenda. Also, I will have a representative of Summit Food Services at the Commission meeting for any questions the Commissioner might have. Below is a brief description of the Food Service option Amendments.

Option one: This option is preferred for our facility. Option one increases the daily meal pricing but keeps the current menu items. Jail Administration reasoned that option one would cause less facility operational disruption, which is important in running an efficient jail.

Option two: A lesser price increase than option one by removing the milk from the menu at Lunch time only.

Thank you all for your time and consideration in this matter.

Respectfully,
Lt. Tommy Ray
Jail Operations Commander

Cass County Sheriff
Law Enforcement Center
1612 23 Ave N, PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th St S, PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-21-5805

Cass County Jail
450 34 St S
Fargo, ND 58103
Phone: 701-271-2900
Fax: 701-271-2967



November 15, 2022

Cass County Jail
450 34th St. S.
Fargo, ND 58103

Capt. Andrew Frobig,

I would like to thank you for taking the time to meet with our Summit team to discuss your food service program. Since 2007, Summit Food Service (formally known as CBM) and Cass County Jail have had a strong partnership and we would like to see this continue for a very long time. Due to many factors, some listed below we must ask for a larger than normal increase to be profitable. Below is our current fixed price per meal along with our new sliding scale. I have included some bullet points to help explain our position.

Population	Current Price	Increase	New Price
160-169	\$1.765	29.5%	\$2.286
170-179	\$1.717	29.5%	\$2.224
180-189	\$1.675	29.5%	\$2.169
190-199	\$1.647	29.5%	\$2.133
200-209	\$1.509	29.5%	\$1.954
210-219	\$1.495	29.5%	\$1.936
220-229	\$1.464	29.5%	\$1.895
230-239	\$1.445	29.5%	\$1.871
240-249	\$1.427	29.5%	\$1.848
250-259	\$1.410	29.5%	\$1.826
260-269	\$1.394	29.5%	\$1.805
270-279	\$1.381	29.5%	\$1.788
280-289	\$1.366	29.5%	\$1.769
290-299	\$1.354	29.5%	\$1.753
300-309	\$1.341	29.5%	\$1.737
310+	\$1.332	29.5%	\$1.725
Snack	\$0.998	29.5%	\$1.292
Kosher & Halal	\$6.500	29.5%	\$8.418
Milk	\$0.420	29.5%	\$0.544
Name Brand Nutritional Supplements	\$1.500	29.5%	\$1.943

This agreement will reflect no changes to the current menu

- Financial challenges Summit has incurred this year, highest inflation rate in 40+ years
- Salary, wages and benefits were increased to maintain quality staff
- Food cost has significantly increased due to inflation
- Current CPI at 8.5% when typically, it has been in the 2% - 3% range

If you have any questions, please feel free to let me know.

Best Regards,

Kurt TeGantvoort
Director of Operations
Corrections Mid-West Region
Cell: 651.592.7817
kurt.tegantvoort@summitfoodservice.com

AMENDMENT #13 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, 2023.
2. **Price.** Company shall charge and Client shall pay:

Population	Current Price	Increase	New Price
160-169	\$1.765	29.5%	\$2.286
170-179	\$1.717	29.5%	\$2.224
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This agreement will reflect no changes to the current menu.

This Amendment is effective as of March 1, 2023. 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: _____
Title: _____
Date: _____



November 15, 2022

Cass County Jail
450 34th St. S.
Fargo, ND 58103

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Population	Current Price	Increase	New Price
160-169	\$1.765	22.5%	\$2.162
170-179	\$1.717	22.5%	\$2.103
180-189	\$1.675	22.5%	\$2.052
190-199	\$1.647	22.5%	\$2.017
200-209	\$1.509	22.5%	\$1.848
210-219	\$1.495	22.5%	\$1.832
220-229	\$1.464	22.5%	\$1.793
230-239	\$1.445	22.5%	\$1.770
240-249	\$1.427	22.5%	\$1.748
250-259	\$1.410	22.5%	\$1.728
260-269	\$1.394	22.5%	\$1.707
270-279	\$1.381	22.5%	\$1.692
280-289	\$1.366	22.5%	\$1.674
290-299	\$1.354	22.5%	\$1.658
300-309	\$1.341	22.5%	\$1.643
310+	\$1.332	22.5%	\$1.631
Snack	\$0.998	22.5%	\$1.222
Kosher & Halal	\$6.500	22.5%	\$7.963
Milk	\$0.420	22.5%	\$0.514
Name Brand Nutritional Supplements	\$1.500	22.5%	\$1.838

This agreement will reflect removing one serving of milk from the lunch menu seven times per week.

- Financial challenges Summit has incurred this year, highest inflation rate in 40+ years
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CLIENT: Cass County

Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY: Summit Food Service, LLC

Signature: _____
Name: _____
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