

BOS AGREEMENT NO. **23-015-A1**

AMENDMENT 1

Original Agreement No.	<b>BOS-23-015</b>
	<b>JA-B23-015</b>

**FIRST AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS-23-015**

This first Amendment to Agreement No. BOS-23-015 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ELIOR, INC. dba SUMMIT FOOD SERVICE, LLC, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-23-015 was entered into on January 24, 2023 (the "Initial Agreement") with a total contracted amount of \$2,616,000; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this first Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, due to significant inflationary food and operational costs, COUNTY and CONTRACTOR desire to amend the Agreement by adding funding to the existing term through January 30, 2026, in the amount of \$286,530; and

WHEREAS, COUNTY and CONTRACTOR mutually agree to extend the Agreement term by one year, from January 30, 2026, through January 30, 2027, with additional funds in the amount of \$1,008,552 during the new term.

NOW, THEREFORE, the parties agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$1,295,082, from \$2,616,000 to \$3,911,082.
2. The termination date set out in the Agreement is hereby extended from January 30, 2026, to January 30, 2027.
3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: John Magnan

DEPARTMENT HEAD

Date: 12/01/2025

Budgeted:  Yes  No

Budget Unit: 2510

Line Item: 862080 and 862090

Org/Object Code: JA-862080 and 862090

Grant:  Yes  No

Grant No.: n/a

COUNTY OF MENDOCINO

By: Bernie Norvell, Chair  
BOARD OF SUPERVISORS

Date: 01/06/2026

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Annie Deputy 01/06/2026

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Annie Deputy 01/06/2026

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 11/24/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  RFP 060-22  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: \_\_\_\_\_

CONTRACTOR/COMPANY NAME

By: Roshon S. Cody (Dec 10, 2025 14:41:38 CST)

SIGNATURE

Date: 12/10/2025

NAME AND ADDRESS OF CONTRACTOR:

Elior, Inc. dba Summit Food Service, LLC

500 East 2<sup>nd</sup> St. North

Sioux Falls, SD 57104

Ph: 208-966-1084

Em: Roshon.cody@summitfoodservice.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton  
COUNTY COUNSEL

Date: 11/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Alana Pen  
Deputy CEO or Designee

Date: 11/24/2025

## EXHIBIT B

### PAYMENT TERMS

COUNTY shall pay CONTRACTOR per the following instructions:

1. COUNTY will use 30-day periods from receipt of invoice as a basis for payment for this Agreement.
2. COUNTY will pay CONTRACTOR an annual amount of Eight Hundred Seventy-Two Thousand Dollars (\$872,000) for the initial three-year Agreement term, with additional costs of Two Hundred Eighty-Six Thousand Five Hundred Thirty Dollars (\$286,530) during the final four months of the first term, due to significant inflationary food and operational costs. Additional one-year term extension pricing adjustments shall be made and agreed-upon by both parties at a rate no less than the greater of three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index ("CPI"), All Urban Consumers, National Average Unadjusted, Food Away From Home. As of August 2025, the U.S. Department of Labor CPI Food Away From Home rate rose by 3.9%. As such, COUNTY will pay CONTRACTOR an adjusted amount of One Million Eight Thousand Five Hundred Fifty-Two Dollars (\$1,008,552) during the fourth one-year term, for all services under this contract, based on an inmate population of 300, that will include the following:
  - a. CONTRACTOR will staff one management position seven days per week to oversee the entire operation including food service, laundry and staff dining.
  - b. Menus, food ordering, inventory, training, vocational program and other services required to maintain the food and laundry programs.
  - c. COUNTY will staff all hourly cook and laundry positions, as well as one supervisor.
  - d. CONTRACTOR will bill for all costs associated with the management of the program plus a 20% management fee. This includes all food, labor, any labor needed to backfill vacant county positions, chemicals, travel, and other expenses associated with managing the food service and laundry programs.
3. CONTRACTOR will submit an invoice, with itemized actual costs of each billing period, addressed to:

Mendocino County Sheriff's Office  
951 Low Gap Road  
Ukiah, CA 95482  
Attn: Fiscal  
or via email to: [accounting@mendocinosherriff.org](mailto:accounting@mendocinosherriff.org)
4. Payments under this Agreement shall not exceed Three Million Nine Hundred Eleven Thousand Eighty-Two Dollars (\$3,911,082) for the term of this Agreement.

[END OF PAYMENT TERMS]