

AMENDMENT #4 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 (“Client”), and Summit Food Service, LLC (“Company”) (collectively “the Parties”).

WHEREAS, the Parties have entered into a certain The 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, 2024.
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	4.5% CPI Increase	New Price
7500-8000	\$1.842	\$ 0.083	\$1.925
8001-8500	\$1.790	\$ 0.081	\$1.871
8501-9000	\$1.742	\$ 0.078	\$1.820
9001-9500	\$1.699	\$ 0.076	\$1.775
9501-10000	\$1.659	\$ 0.075	\$1.734
10001-10500	\$1.623	\$ 0.073	\$1.696
10501-11000	\$1.588	\$ 0.071	\$1.659
11001-11500	\$1.564	\$ 0.070	\$1.634
11501-12000	\$1.540	\$ 0.069	\$1.609
12001-12500	\$1.520	\$ 0.068	\$1.588
Staff Meal	\$2.210	\$ 0.099	\$2.309

3. **Change in Conditions.** The Agreement shall be amended to the following language:
The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the “Conditions”). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client’s representations regarding existing and future conditions (the “Representations”). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and

other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

This Amendment is effective as of July 1, 2024. 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

COMPANY: Summit Food Service, LLC

Signature: _____

Signature: _____

Name: _____

Name: Brittany Mayer-Schuler

Title: _____

Title: President

Date: _____

Date: _____