

Summit Food Service, LLC
Food Services for El Dorado County Jails
AGREEMENT FOR SERVICES #9868

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Summit Food Service, LLC, Limited Liability Company, duly qualified to conduct business in the State of California whose principal place of business is 500 East 52nd Street N Sioux Falls, SD 57104, (hereinafter referred to as "Contractor").

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Sheriff's Office in providing food services to the El Dorado County Jails located 300 Forni Road, Placerville California 95667 and 1051 A1 Tahoe Boulevard, South Lake Tahoe, California 96150;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(a), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;;

WHEREAS, on A u g u s t 19 , 2025, Contractor was formally awarded competitive Request for Proposal (RFP) #2025-0111 to provide food services to the El Dorado County Jails;

NOW, THEREFORE, County and Contractor mutually agree as follows:

DEFINITIONS

1. Accounting Period. Contractor's accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.

2. **Agreement.** In order of precedence: (i) this Food Service Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Contractor's Proposal and (iii) the Solicitation.
3. **Food Preparation Equipment.** Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer, and fire extinguishing equipment that is in good condition and of a commercial grade.
4. **Food Service. Operations and Products** to be provided by Contractor in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise, and other items at the Premises.
5. **Food Service Facilities.** Space for Contractor to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office, and storage areas.
6. **Governmental Rule.** Any statute, law, rule, regulation, ordinance, or code of any governmental entity (whether federal, state, local or otherwise).
7. **Office Equipment.** All office items reasonably necessary for Contractor staff to perform office- related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces, and locker/break room facilities.
8. **PCI Standards.** All rules, regulations, standards, or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
9. **Premises.** The County's food service facility (ies) located at 300 Forni Road, Placerville, CA 95667 and 1051 Al Tahoe Boulevard, South Lake Tahoe, California 96150.
10. **Products.** Food, beverages, goods, merchandise, and supplies.
11. **Proprietary, Confidential and Trade Secret Information.** Items used in Contractor Food Services (owned by or licensed to Contractor) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the County.
12. **Supervisory Employee.** Those persons who have directly or indirectly performed management or professional services on behalf of Contractor for the County at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook, or dietitian.
13. **Servicewares.** Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables.
14. **Smallwares.** Items used in the preparation of food including, without limitation, pots, pans, and kitchen utensils.
15. **Utilities and Amenities.** All utilities reasonably requested by Contractor to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

ARTICLE I

Scope of Work: Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Food Services," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

FOOD SERVICES

1. Food Service. Contractor will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to County's employees, staff, and guests.
2. Program Specifications.
 - A. Menu. Contractor shall provide a menu cycle, based on a 2400 calories average per day requirement, as it deems necessary for operations. To the extent Contractor complies with nutritional regulations and menu requirements under this Agreement, County shall be responsible for payment of all costs associated with defense of inmate claims brought against Contractor.
 - B. Meal Service. Contractor shall provide meal service every day of the week. Meal service shall include a cold breakfast, hot lunch, and cold dinner.
 - C. Inmate Labor. County shall provide 4-6 inmate workers per meal period. County shall be solely responsible for inmate wages.
 - D. Staff Meals. Contractor shall provide Staff Meals upon request.
 - E. Bag Lunches. Contractor shall provide Bag Lunches upon request.
 - F. Medical Meals. Contractor shall provide Medical Meals upon request.
 - G. Religious Meals. Contractor shall provide Religious Meals upon request.
 - H. Holiday Meals. Contractor shall provide Holiday Meals upon request.
1. Special Functions/Catering. Contractor shall provide Food Service for special occasions, including County's conferences, dinners, meetings, parties, and other functions, as well as catering services to employees, guests and outside groups in connection with this Agreement. Fees for these services shall be governed by the menu, manner, and time of service, and shall be established by mutual agreement of Contractor and County or the party sponsoring the Special Function.
- J. Locations. Contractor shall operate and manage Food Services at the Premises and locations as the County and Contractor mutually agree.
- K. Hours. Contractor shall provide necessary Food Services at such hours as the County and Contractor mutually agree.
3. Purchasing. Contractor shall purchase those Products and supplies necessary to comply with Contractor's obligations as set forth in this Agreement from Contractor's approved vendors that meet Contractor's guidelines and requirements.
4. Inventory. Contractor will purchase and own all inventories of food, beverages, and supplies. Upon termination of this Agreement for any reason, at Contractor's option, (i) Contractor may remove and retain any remaining Product inventory or (ii) County will purchase from Contractor, at Contractor's invoice cost, any remaining Product inventory.
5. Cleaning. County shall be responsible for housekeeping and sanitation in the food preparation, storage, and service areas of Premises. County shall perform routine cleaning and housekeeping in the food preparation and service areas and shall provide cleaning supplies necessary for food service operations. County shall perform major

cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control and roof fans throughout the Food Service Facilities as defined herein. County shall be responsible for setting up and cleaning the Premises for functions not managed by Contractor, in addition to any related charges. County shall be responsible for removal of refuse from the collection areas and all refuse removal charges. Should the manner in which County conducts major cleaning, cleaning for non-Contractor functions, or refuse removal impede Contractor food and safety standards, Contractor shall have the right to rectify at County's expense.

EMPLOYEES

1. **Employees.** County shall hire, schedule, and maintain at all times an adequate number of employees necessary for the performance of this Agreement, including appropriate shift coverage to ensure continuous Food Service operations. Contractor shall provide a Food Service Director ("FSD") at each location. Contractor's pricing reflects this allocation of responsibility and further assumes that the Contractor's on-site manager will work no more than forty (40) hours per week. If County fails to maintain adequate staffing levels or shift coverage and such failure causes Contractor's FSD or other Contractor personnel to work additional hours or incur additional costs, Contractor shall have the right to (a) invoice County for the additional labor costs incurred at Contractor's then-current hourly rates, or (b) adjust service levels to align with available staffing, or (c) both.

Persons employed by County will be the employees of County and not of Contractor. Contractor's employees and agents shall comply with applicable rules and regulations concerning conduct on the County's premises which the County imposes upon its employees and agents, provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. County agrees to provide Contractor notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Contractor will consider County's written requests to remove the Contractor's FSD or other Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.

2. **Existing Employees.** County, in its sole discretion, may elect to retain any managers or employees of County or County's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available, and willing to provide Food Service at the Premises. County shall have the authority to establish the terms of employment for all Existing Employees that County elects to retain in connection with this Agreement. County represents that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.
3. **Wages and Hours.** County shall comply with all applicable federal, state, and local laws and regulations pertaining to the wages and hours of employment for County's employees. Contractor shall comply with all applicable federal, state, and local laws and regulations pertaining to the wages and hours of employment for Contractor's employees.
4. **Payroll Taxes.** Contractor shall be responsible for all withholding and payroll taxes relative to Contractor's employees. County shall be responsible for all withholding and payroll taxes relative to County's employees.
5. **Background Checks.** County reserves the right to conduct its own background checks,

at County cost, on Contractor's employees and subcontractors assigned to perform work under this Agreement, prior to such employees and subcontractors beginning this assignment.

6. Equal Opportunity and Affirmative Action Employer. Contractor abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation, or national origin. Contractor employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
7. Non-Hire. County acknowledges that Contractor has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the County agrees that during the Supervisory Employee's employment with Contractor and for a period of twelve (12) months thereafter County will not actively solicit Supervisory Employees of Contractor to apply for employment with the County, nor any facility affiliated with County. This provision shall survive the termination of this Agreement.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

1. Premises. The Premises shall be in good condition and maintained by the County to ensure compliance with applicable Governmental Rules and to enable Contractor to perform its obligations hereunder. County shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Contractor shall have no obligation to maintain or repair the Premises. County shall be responsible for safe ingress and egress of Premises including but not limited to snow/ice removal from parking lots.
2. Equipment. Without limiting the foregoing, County shall permit Contractor to use all of the County's Food Preparation Equipment in the performance of Food Service. The Food Preparation Equipment provided by County shall be commercial grade, in good condition and shall be maintained, repaired, and replaced by County to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Contractor and County shall inventory County's current Equipment within thirty (30) days after the Commencement Date. Contractor shall take reasonable care of all Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit County's obligation to maintain, repair, and replace (as necessary) the Food Preparation Equipment. At its own expense, County will maintain, repair, replace, and keep in safe operating condition said utilities, facilities, and equipment, such that no Contractor employee is exposed to or subjected to any unsafe situation. Contractor shall have the right to effect equipment repairs or replacements at County's expense if, within a reasonable amount of time after receiving notice, County fails to make necessary repairs or replacement to essential equipment that becomes inoperative, hazardous, or inefficient to operate or interferes with Contractor's ability to provide Services in a safe and sanitary manner. Contractor shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section and shall retain title to equipment purchased hereunder. Once the cost of the purchased equipment or equipment repair has been recovered, Contractor shall release the security interest and title for any such purchased equipment to County. County shall reimburse Contractor for any product damaged by County's malfunctioning or inoperative Food Preparation Equipment.
3. Facilities, Utilities. At its own expense, County shall maintain, repair, replace, and keep

in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.

4. Servicewares. County shall provide Servicewares as defined above.
5. Smallwares. At its own expense, County shall furnish Contractor with the appliances, wares and equipment reasonably requested by Contractor including all Cooking Equipment and Smallwares as defined above. County shall be responsible for furnishing trays and carts.
6. Computer Equipment.
 - A. Internet Access. If Contractor is to implement a point-of-sale system, County shall either allow Contractor to use County's point-of-sale system ("POS System") and required internet access or, in the alternative, shall provide and maintain the system requirements necessary for Contractor to install and maintain its own POS System. To the extent Contractor installs and maintains its own POS System, County shall provide electrical outlets and wireless IP network connectivity terminating in necessary cabling connection between the cash registers, the timeclocks, the foodservice office, and Contractor's router. County shall allow Contractor and the internet provider physical access to the area where a high-speed internet connection will be installed and shall permit Contractor's installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the foodservice office, workstations (if any) and Contractor's network.
 - B. Software. Contractor will license products, software, and maintenance for use in providing services in accordance with this Agreement. Contractor has procured a license to access and use Contractor's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for County's Premises. County agrees that all software associated with the operation of the Food Service, including without limitation, the NDB, food production systems, and accounting systems, is owned by or licensed to Contractor. County's access or use of such software shall not create any right, title, or copyright in such software. Upon termination of this Agreement, County shall have no right to access or retain any Contractor software or Confidential Information produced by that software.
 - C. Credit Card Processing. If requested by County, Contractor will accept and process credit card payments for sales of food, beverage, goods, merchandise, and services in the Food Service operation. If Contractor processes credit card transactions using equipment solely provided by Contractor, then Contractor will be responsible for compliance of its equipment in accordance with PCI Standards. If Contractor uses computers, software, network equipment ("Systems") or other property of County to process credit card transactions, then County will be required to provide Systems that fully support PCI standards and requirements or reimburse the Contractor for the acquisition of Systems that sufficiently meet the requirements of current PCI Data Security Standards. In that case, if Contractor is considered the "merchant of record", County will provide Contractor with a certificate of compliance if requested by Contractor. Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, and services necessary to provide food services required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.
7. Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory

completion.

8. Deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.
9. Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective December 1st, 2025 upon final execution by both parties hereto and shall expire three (3) years thereafter on November 30, 2028. The Agreement shall automatically renew for two (2) additional one-year periods unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the expiration date, or unless this Agreement is otherwise terminated as set forth herein.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, Contractor shall issue an invoice at the end of each Accounting Period showing the amounts due and County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment for the full invoice amount shall be made within thirty (45) days following County's receipt and approval of itemized invoices identifying the services rendered.-

For the purposes hereof, the billing rates shall be in accordance with Compensation for Services, marked "Payment Arrangement," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$3,000,000.00, inclusive of all costs, taxes, and expenses.

Payment Arrangement:

A. Inmate Meal Rate and Scaled Pricing.

1. Scaled Pricing.

County shall pay Contractor a per-meal rate based on the total number of Meals served

per Meal Period, as set forth in the Meal Price Matrix below ("Scaled Rate"). For purposes of determining the applicable Scaled Rate:

- a) **Included in Scale Count:** All standard inmate meals, medical meals, and common-fare religious meals shall be counted toward the total Meals used to determine the applicable tier in the Meal Price Matrix.
- b) **Excluded from Scale Count:** Staff meals shall not be included when determining the scale tier.

COMBINED SCALE PRICING MEAL PRICE MATRIX	
Meals Served per Meal Period	Price per Meal
< 211	To be negotiated
211 - 220	\$2.817
221 - 230	\$2.761
231 - 240	\$2.710
241 - 250	\$2.662
251 - 260	\$2.619
261 - 270	\$2.578
271 - 280	\$2.540
281 - 290	\$2.504
291 - 300	\$2.471
301 - 310	\$2.440
311 - 320	\$2.411
321 - 330	\$2.393
331 - 340	\$2.377
341 - 350	\$2.365
351 - 360	\$2.351
361 - 370	\$2.339
371 - 380	\$2.327
381 - 390	\$2.317
391 - 400	\$2.308
401 - 410	\$2.299
411 +	\$2.292

- B. The annual cost is based on the inmate and staff populations outlined in Attachment H. Actual pricing will follow the combined pricing scale on the next page, which incorporates meal counts from both Placerville and South Lake Tahoe facilities. This proposal assumes that four (4) County employees will remain in place—two at Placerville and two at South Lake Tahoe. If County employees leave and Summit assumes those staff positions, the pricing will be adjusted upward in accordance with the pricing scale to reflect the additional staffing costs.

C. Billing:

Medical Meals and Common-Fare Religious Meals: Billed at the applicable Scaled Rate (same as inmate meals).

Staff Meals: Billed at the inmate Scaled Rate but excluded from the scale calculation.

Pre-Packaged Religious Meals: If requested by County, billed at \$7.50 per pre-packaged meal served.

- D. **Opening Charges.** Opening Charges include, but are not limited to, manager relocation expenses, travel costs associated with the initial opening, and charges associated with training, development, and preparation for opening. Opening Charges shall be due in a lump sum upon receipt of invoice. If this Agreement is terminated prior to full payment of Opening Charges, Client shall immediately pay any outstanding balance due under this Section.
- E. **Service and Pricing Assumptions.** The financial terms set forth in this Agreement, and all other obligations assumed by Company, are based on the following assumptions (collectively, the "Pricing Assumptions"):

Population: Average daily population as of the date of Company's proposal.

Number of Medical Meals: Average number of medical meals as of the date of Company's proposal.

Number of Religious Meals: Average number of common-fare religious meals as of the date of Company's proposal.

Purchasing: Company will make purchases on behalf of Client at a level similar to that in place at the Commencement of this Agreement.

If any of the Pricing Assumptions materially change, or if Client requests a significant change in the Services provided under this Agreement, Company's base rate and/or Scaled Rate shall be proportionately adjusted to reflect such changes unless the Parties mutually agree otherwise in writing.

Future Pricing.

Pricing adjustments shall be made on an annual basis at a rate no less than the greater of five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Contractor shall provide County notification of the adjustment to the Fee(s). On the anniversary of the Commencement Date, Contractor's proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

Rebates.

Contractor is entitled to receive and retain all rebates from vendors, suppliers, or distributor companies under Contractor's purchasing arrangements.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Sheriff's Office
200 Industrial Drive

Placerville, California 95667
Or accountspayable@edso.org

Attn.: Tasha Thompson
Captain, Sheriff's Office

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Unless County provides reasonable documentation of County's federal and state tax-exempt status, County shall reimburse Contractor for state and local sales tax on the full amount of charges and fees for taxable goods billed to the County. County shall notify Contractor promptly should its sales tax status be changed.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others.

However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Sheriff's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County, which shall not be unreasonably withheld.

ARTICLE X

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

- A. 1. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has fifteen (15) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within fifteen (15) days of the Time to Cure, or such reasonable period as necessary if cure cannot be completed within fifteen (15) days, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
 - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
 - b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
 - c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
 - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement and after written notice is delivered to the breaching Party and any applicable cure period has expired.
 - b. A representation or warranty made by either Party in this Agreement proves to have been false or misleading in any respect.
 - c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XX, Conflict of Interest.

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.
- E. **Voluntary Termination:**
Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party at least sixty (60) days prior to the effective date of termination.
- F. If the Contractor's reason for termination is due to a subcontractor's cancellation or inability to perform (for example, if the subcontract for meal preparation is terminated), the sixty (60) day notice period may be adjusted upon mutual agreement of the Parties. In such cases, the Contractor must notify the County in writing of the subcontractor's cancellation within seven (7) days of becoming aware of it.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Sheriff's Office
200 Industrial Drive
Placerville, California 95667

Attn.: Tasha Thompson
Captain, Sheriff's
Office

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Services, LLC
500 East 52nd Street
North
Sioux Falls, SD 57104

or to such other location as Contractor directs.

ARTICLE XV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity:

To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

Limitation of Liability: Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the amount of insurance coverage required by Company in this Agreement. Company shall not be liable for loss of business, business interruption, consequential, incidental,

special or punitive damages, or for loss of revenue or profit in connections with the performance or failure to perform this Agreement, regardless of whether such liability arises from breach of contract, tort, or any other theory of liability. Company shall only be liable for Client's actual damages for liability and costs, including attorney's fees, arising from breach of contract, tort, or any other theory of liability.

ARTICLE XVII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional Contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance Contractor acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
 - J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
 - K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
 - L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company. Contractor.
 - M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, nor any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXII

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company Contractor or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing

services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tasha Thompson, Captain, Sheriff's Office or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXIX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: Tasha Thompson
Tasha Thompson (Nov 5, 2025 16:50:46 PST)
Tasha Thompson
Captain
Sheriff's Office

Dated: 11/05/2025

Requesting Department Head Concurrence:

By: Jeff Leikauf
Jeff Leikauf
Sheriff
Sheriff's Office

Dated: 11/5/2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUN TY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--SUMMIT FOOD SERVICES, LLC--

Signed by:
By: Roshon Cody
30308923142F40C...

Dated: 11/5/2025

Name Roshon Cody
Title President
"Contractor"

DocuSigned by:
By: Brittany Mayer-Schuler
8E0330E2300540E...

Dated: 11/5/2025

Name Brittany Schuler
Corporate Secretary

Summit Food Service, LLC

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES x NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES x NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/5/2025

Date

Summit Food Service, LLC

Type or write name of company

Roshon Cody

Signature of authorized individual

Roshon Cody

Type or write name of authorized individual

Attachment H

Cost Proposal

Pricing shall be all inclusive and based on the scope of services described in Section 2.0 Scope of Work of the RFP.

The cost proposal below shall include all staffing costs, food cost, controllable expenses, administrative costs, insurance, travel, and every other cost necessary to provide food services for approximately two hundred eleven (211) inmates and seventy (70) correctional staff members in the Placerville Jail, and approximately one hundred (100) inmates and forty-three (43) correctional staff members in the South Lake Tahoe Jail for a one-year period.

The total amount of inmate meals to be served at the Placerville Jail for a one-year period is two hundred thirty-one thousand forty-five (231,045).

211 inmates

3 meals per day

365 days in a year

The total amount of correctional staff member meals to be served at the Placerville Jail for a one-year period is twelve thousand seven hundred seventy-five (12,775.00).

35 correctional staff members (70 total staff, only 35 work per day)

1 meal per day

365 days in a year

The total amount of inmate meals to be served at the South Lake Tahoe Jail for a one-year period is one hundred nine thousand five hundred (109,500).

100 inmates

3 meals per day

365 days in a year

The total amount of correctional staff member meals to be served at the South Lake Tahoe Jail for a one-year period is seven thousand eight hundred forty-eight (7,848.00).

21.5 correctional staff members (43 total staff, only 21.5 work per day)

1 meal per day

365 days in a year

Total one (1) year cost to provide all food services at the Placerville Jail:

\$ 587,117

Total one (1) year cost to provide all food services at the South Lake Tahoe Jail:

\$ 282,136

Total combined one (1) year cost:

\$ 869,253

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE COST PROPOSAL.

PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.