

AMENDMENT

WOODLAND SCHOOL DISTRICT NO. 404

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated June 12, 2013, is between WOODLAND SCHOOL DISTRICT NO. 404 ("LEA") and SODEXO AMERICA, LLC ("FSMC").

WITNESSETH:

WHEREAS, LEA and FSMC entered into a certain Contract for Food Service Management, dated August 28, 2012, as amended ("Agreement"), whereby FSMC manages and operates LEA's Food Service operation in Woodland, Washington;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 1.3 is deleted in its entirety and the following substituted therefor:

"1.3 Term of the Agreement. The term of this contract shall be for (1) one year commencing on August 1, 2013 and continues until July 31, 2014. The contract is subject to three (3) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein."

2. Section 6.1 is deleted in its entirety and the following substituted therefor:

"6.1 Billing for Fixed Price Per Meal. The FSMC shall invoice the LEA each month a Fixed Price of \$1.67 for each Pattern Meal and Meal Equivalent served. The Fixed Price of \$1.67 includes the market value of the commodities the LEA is entitled to. The FSMC shall credit the LEA on the monthly invoice for the market value of commodities received during the same month. Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers."

3. Section 6.6 is deleted in its entirety and the following substituted therefor:

"6.6 Guarantee. The FSMC guarantees the LEA shall receive an annual Deficit which shall not exceed of Twenty Two Thousand Seven Hundred Fifty Two Dollars (\$22,752.00). As used herein, Deficit shall be defined as the amount by which the total of Fixed Price Per Meal and Program Expenses as set forth in Section 6.7 exceeds all sales of food, beverages, goods, merchandise and services in the Food

Service operation including federal and state reimbursements, excluding any applicable sales taxes. If the annual Deficit for the Food Service program exceeds the aforementioned amount, the FSMC shall pay the difference to the LEA. In each subsequent year that this agreement is renewed the FSMC shall submit an updated financial pro forma (Attachment 1). It is understood by the parties that Financial Pro Formas submitted by the FSMC reflect (i) certain internal charges and allocations for procurement, insurance and employee benefits as determined by the FSMC and (ii) supplies and services at invoice cost with the FSMC retaining rebates and allowances negotiated in its national and regional procurement contracts. Such rebates and allowances may not be reflected in the worksheets and/or budgets. If the LEA makes a net profit in the food service account after deducting operating and indirect expenditures from all food service receipts and all federal and state meal reimbursements, the LEA must deposit the net income back into the food service account. If enrollment declines by one (1) percent or more from the previous school year then both parties agree to take the impact of such a decline into consideration when determining the final financial position of the meal program."

4. Section 6.7 is deleted in its entirety and the following substituted therefor:

"6.7 Program Expenses. For purposes of determining the financial position of the program the LEA labor cost charged to the Food Service Program shall not exceed Three Hundred Forty Four Thousand Dollars (\$344,000.00)."

5. Attachments 1 and 2 are deleted and replaced with the attached Attachments 1 and 2.

6. This Amendment is effective August 1, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

WOODLAND SCHOOL DISTRICT NO. 404

By: _____
Name (printed): _____
Title: _____

SODEXO AMERICA, LLC

By: _____
Ted J. Monk
Senior Vice President, School Services

WOODLAND SCHOOL DISTRICT
2013-2014 FINANCIAL PRO FORMA

Resources:					Dollars	CPM		
Local Sales					\$183,940	\$0.804		
Reimbursements:								
State					\$6,984	\$0.031		
Federal					\$468,055	\$2.046		
USDA Commodity			179,372 x \$0.24725		\$44,350	\$0.194		
Total Resources					\$703,329	\$3.074		
Requirements								
Food Cost:								
Food Costs (including worker meals)					\$234,258	\$1.024		
USDA Commodity					\$44,350	\$0.194		
<i>Total Food Cost</i>					<i>\$278,608</i>	<i>\$1.218</i>		
Labor Costs:								
Hourly Wages					\$0	\$0.000		
Hourly Taxes & Benefits					\$0	\$0.000		
District Labor					\$344,000	\$1.504		
<i>Total Labor Cost</i>					<i>\$344,000</i>	<i>\$1.504</i>		
Non-Food Expenses								
Paper, Cleaning, Etc...					\$54,084	\$0.236		
District ~ Operating Costs					\$0	\$0.000		
<i>Total Non-Food Cost</i>					<i>\$54,084</i>	<i>\$0.236</i>		
Contract Services								
FSMC Supervisory Cost					\$29,040	\$0.127		
FSMC's Management Costs			228,790 x \$0.08894		\$20,349	\$0.089		
<i>Total Contract Services</i>					<i>\$49,389</i>	<i>\$0.216</i>		
Total Requirements					\$726,081	\$3.174		
Net Gain to District					(\$22,752)	(\$0.099)		
Breakfasts	54,039	@	1.5	=	36,026	Meals for Fee	Total Rate Per Meal	\$3.174
Equivalent	\$42,186	@	\$3.1500	=	13,392	Meals for Fee	District Costs	-\$1.504
Lunches	178,252	@	1	=	178,252	Meals for Fee	Fixed Price Per Meal*	\$1.670
Summer	1,120	@	1	=	1,120	Meals for Fee		
Total Fee Meals:					228,790	Meals for Fee		
<p>*The Fixed Price has been and shall continue to be based upon Sodexo's estimates at the time of submission taking into account the financial risks assumed by Sodexo and certain fees and charges incorporated into the calculation of the Fixed Price such as liability insurance at average manual rate, fixed percentage salaries and wages for benefits and supplies and services at invoice cost with Sodexo retaining allowances negotiated in its national and regional procurement contracts.</p>								

2013-2014

**Woodland SD Meal Program
Reimbursements / Meal Prices / Serving Days**

		Severe Need Breakfast	Non-Severe Need Breakfast	Summer Program
Federal Reimbursements:	Lunch			
Free	\$3.0300	\$1.910	\$1.600	\$3.470
Reduced	\$2.6200	\$1.600	\$1.290	\$3.470
Paid	\$0.360	\$0.280	\$0.280	\$3.470
State Reimbursements:				
Free	\$0.0000	\$0.15	\$0.15	\$0.00
Reduced	\$0.0000	\$0.15	\$0.15	\$0.00
Paid	\$0.0000	\$0.00	\$0.00	\$0.00
Commodity Rate Per Lunch:	\$0.2473	\$0.00	\$0.00	\$0.00
Meal Prices:				
Reduced*	\$0.40	\$0.30	\$0.30	\$0.00
Paid - Elementary	\$2.00	\$1.35	\$1.35	\$0.00
Paid - Middle	\$2.35	\$1.50	\$1.50	\$0.00
Paid - High School	\$2.35	\$1.50	\$1.50	\$0.00
Adult	\$3.50	\$2.50	\$2.50	\$0.00
Service Days:	178	178	178	33

Certification Regarding Lobbying Disclosure of Lobbying Activities

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization:

**Sodexo America, LLC
10300 SW Greenburg Road, Suite 271
Portland, OR 97223**

Name/Title of Submitting Official:

Ted Monk, Senior Vice President

Signature

Date

Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Sodexo America, LLC

Woodland School District

Organization Name

PR/Award Number or Project Name

Ted J. Monk, Senior Vice President

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

Sodexo America, LLC

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Woodland School District

NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Senior Vice President

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE

DATE