

**Santa Rosa County
School District**



"A Tradition of Excellence"

Judson C. Crane

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June 27, 2013

Mr. Tim Wyrosdick
Superintendent of Schools
5086 Canal Street
Milton, FL 32570-6707

Dear Mr. Wyrosdick,

RFP 09-04, Food Service Management Operations, resulted in a one year contract with the option to renew on an annual basis for an additional four years. It is recommended that the board approve the attached amendment renewing the contract for the 2013-14 fiscal year. This amendment has been approved by the Florida Department of Education, Food and Nutrition Department.

Sincerely,

Judson C. Crane

JCC/bg

DISTRICT 1
Diane Scott

DISTRICT 2
E. Hugh Winkles

DISTRICT 3
Diane Coleman

DISTRICT 4
Jennifer Granse

DISTRICT 5
Scott Peden

AMENDMENT

SANTA ROSA COUNTY SCHOOLS

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated June 28, 2013, is between SANTA ROSA COUNTY SCHOOLS ("District") and SODEXO AMERICA, LLC ("Sodexo").

W I T N E S S E T H:

WHEREAS, District and Sodexo entered into a certain Management Agreement dated July 1, 2009 as amended ("Agreement"), whereby Sodexo manages and operates District's Food Service operation in Milton, Florida;

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. Any and all references to the contract year "2012-2013" shall be changed to read "2013-2014".

2. Pursuant to Section 2.1 of the Agreement and the provision entitled "Term and Termination", section 1, on page 11 of the RFP, District and Sodexo have mutually agreed to extend the term of the agreement for one (1) year commencing July 1, 2013 and continuing through June 30, 2014 .

3. Pursuant to Section 3.1 the total Fixed Price per Meal for the 2013-2014 contract year shall be \$3.033.

4. Section 3.6 is hereby deleted in its entirety and the following is substituted therefore:

"3.6 Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a change in conditions, including, without limitation, changes to the following assumptions, the financial terms of the Agreement, including the Fund Balance Guarantee, shall be adjusted to compensate for such change.

- Sodexo and District shall mutually agree upon all debits and credits to the Fund Balance.
- Changes in District's policies, practices, and service requirements shall result in an appropriate adjustment.
- Average daily attendance ("ada") for the contract year beginning July 1, 2013, shall not be less than twenty four thousand two hundred seventy four (24,274).
- Legislation, regulations and reimbursement rates that create changes in the school lunch program shall remain consistent throughout the year.
- The government reimbursement rates in effect as of July 30, 2013, shall remain consistent throughout the year.

- Changes to meal components and quantities required by the National School Lunch Act or the National School Lunch Program.
- There shall be no competitive sales during the lunch period.
- Service hours, service requirements type or number of facilities selling food and/or beverages on District's Premises shall remain consistent throughout the year.
- The state or federal minimum wage rate and taxes in effect as of July 1, 2013, shall not be less than consistent throughout the year.
- The projected number of full feeding days shall not be less than one hundred eighty (180) for elementary and middle and one hundred eighty (180) for high school.

5. This Amendment is effective July 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.

SANTA ROSA COUNTY SCHOOLS

By: _____
Judson C. Crane
Director of Purchasing and Contract

Administration

SODEXO AMERICA, LLC

By: _____
Scott Loretan
Senior Vice President