

AMENDMENT

SANTA ROSA COUNTY SCHOOLS

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 24, 2012, 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 "2011-2012" shall be changed to read "2012-2013".

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, 2012 and continuing through June 30, 2013. Thereafter this Agreement may be renewed for one (1) additional one (1) year terms upon mutual agreement of the parties.

3. Pursuant to Section 3.1 the total Fixed Price per Meal for the 2012-2013 contract year shall be \$2.959.

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

"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, 2012, shall not be less than twenty six thousand forty nine (26,049).
- 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, 2012, shall remain consistent throughout the year with the exception of the terms provided in paragraph 5.
- 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, 2012, 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. Due to legislative changes for reimbursable meal compliance with the Healthy Hunger Free Kids Act (HHFKA) Sodexo shall receive an additional \$.037 Fixed Price per meal for the additional meal components required under HHFKA contingent upon the District receiving an additional \$.06 per meal reimbursement effective October 1, 2012. Sodexo shall comply with all regulatory compliance for HHFKA. If applicable, the price change for HHFKA will take effect October 1, 2012.

6. This Amendment is effective July 1, 2012, 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



ADAM H. PUTNAM  
COMMISSIONER

Department of Agriculture and Consumer Services  
Division of Food, Nutrition and Wellness

**INVITATION FOR BID RENEWAL AGREEMENT FOR  
FOOD MANAGEMENT SERVICES  
NONPROFIT FOOD SERVICE PROGRAM**

Date of Original Contract  
July 01, 2009

Year of Renewal (Check)  
1 ☐ 2 ☐ 3X 4 ☐

This document contains the rates and fees for the furnishing of food service management for nonprofit food service programs for the period beginning July 01, 2012, and ending June 30, 2013. The terms and conditions of the original contract are applicable to the contract renewal. Upon acceptance, this document shall constitute the contract renewal between the Food Service Management Company (FSMC) and the School Food Authority.

The FSMC shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA  
COMMODITIES WILL BE RECEIVED

	2011-2012 Rate	2012-2013 Rate <sup>2</sup>	HHFKA Legislative Rate Change <sup>4</sup>	Percentage Increase <sup>3</sup>
1 Reimbursable Breakfasts	1. <u>1.420</u>	1. <u>1.461</u>	1. <u>1.461</u>	1. <u>2.9%</u>
2 Reimbursable Lunches <sup>1</sup>	2. <u>2.840</u>	2. <u>2.922</u>	2. <u>2.959</u>	2. <u>2.9%</u>
3 Management Fee per School Meal (Breakfasts and Lunches)	3. <u>n/a</u>	3. <u>n/a</u>	3. <u>n/a</u>	3. <u>n/a</u>
4 A la Carte Equivalents Fee <sup>1</sup>	4. <u>2.840</u>	4. <u>2.922</u>	4. <u>2.922</u>	4. <u>2.9%</u>
5 A la Carte Management Fee	5. <u>n/a</u>	5. <u>n/a</u>	5. <u>n/a</u>	5. <u>n/a</u>
6 After-School Snacks	6. <u>.7100</u>	6. <u>.7305</u>	6. <u>.7305</u>	6. <u>2.9%</u>
7 Special Milk	7. <u>n/a</u>	7. <u>n/a</u>	7. <u>n/a</u>	7. <u>n/a</u>
8 Other (specify):	8. <u>n/a</u>	8. <u>n/a</u>	8. <u>n/a</u>	8. <u>n/a</u>

<sup>1</sup>Rates must be the same.

<sup>2</sup>**Rates must not be rounded up.** Do not exceed four decimal places.

<sup>3</sup>Percentage increase must not exceed the allowable increase established in the original contract.

<sup>4</sup>Due to legislative changes for reimbursable meal compliance with the Healthy Hunger Free Kid Act (HHFKA) Sodexo shall receive an additional \$.037 cents per meal for the additional meal components required under HHFKA. The price change for HHFKA will take effect October 1, 2012 contingent upon the receipt of the additional \$.06 USDA reimbursement.

Food Service Management Company

Street Address

City

State

Zip Code

By submission of this proposed renewal agreement, the FSMC certifies that, in the event they receive a renewal award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall not exceed one year.

Authorized Signature

Title

Date

.....  
**Acceptance of Contract Renewal Agreement**

School Food Authority

Agreement Number

Authorized Signature

Title

Date

This form may not be revised without permission from the Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness.