

FOURTH CONTRACT RENEWAL AGREEMENT FOR FOOD MANAGEMENT SERVICES NON-PROFIT FOOD SERVICE PROGRAM BETWEEN THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA AND SODEXO AMERICA, LLC.

THIS AGREEMENT is made and entered into effective July 1, 2013, (the "Effective Date"), and is by and between The School Board of Okaloosa County, Florida, operating a district school system in the State of Florida (the "District"), and Sodexo America, LLC., a Delaware single member limited liability company authorized to transact business in the State of Florida, and d/b/a Sodexo School Services, (the "Contractor").

WITNESSETH:

WHEREAS, the District and the Contractor entered into that certain Agreement between the School Board of Okaloosa County, Florida and Sodexo America, LLC dated effective July 1, 2009, for the purpose of establishing the terms and conditions under which the Contractor would furnish food service management for the District non-profit food service program for the period beginning July 1, 2009, and ending June 30, 2010, which Contract was renewed and further renewed by a Contract Renewal Agreement for food management services dated effective July 1, 2010, for a term commencing on July 1, 2010, and ending June 30, 2011, and further renewed by a Contract Renewal Agreement for food management services dated effective July 1, 2011, for a term commencing on July 1, 2011, and ending June 30, 2012, further renewed by a Contract Renewal Agreement for food management services dated effective July 1, 2012, for a term commencing on July 1, 2012, and ending June 30, 2013 (the original contract and the renewal agreements are collectively referred to herein as the "Contract"); and,

WHEREAS, the District and the Contractor have determined that it is in their mutual best interest to renew and extend the term of the Contract with certain modifications to its terms and conditions; and,

WHEREAS, the parties have negotiated renewal terms and conditions to extend the term of the current Contract for an additional period of one (1) year and have reached agreement on the compensation to be received by Contractor for delivery of the Services to be performed, and therefore wish to set forth this understanding in writing in this Contract Renewal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties do agree as follows:

1. Under Article II entitled Commencement and Renewal the Contract term under this Contract Renewal Agreement shall be for a period of one (1) year commencing on July 1, 2013, and ending on June 30, 2014.
2. That Article III entitled Compensation shall be replaced in its entirety with the following amended terms and conditions:

ARTICLE III COMPENSATION

3.1 The total Fixed Price per Meal for Agreement Year 5, shall be \$3.031 plus \$.021, for reimbursable lunches only, in accordance with Section 7 of this Agreement. If the Agreement is renewed thereafter, then the adjustment to the Fixed Price per Meal shall not exceed the CPI calculation for March of the current school year, notwithstanding the provisions set forth in Section IV, Terms and Termination subparagraph 5 (Page 30) of the RFP.

3.2 Notwithstanding anything set forth herein, and excepting only any material force majeure event or material matter outside of the control of the Contractor, in no event shall the Fixed Price per Meal, or any annual adjustment thereto described above, result in the Contractor not meeting its guarantee of producing a minimum increase of \$400,000.00 to the Agreement Year 4 ending fund balance, excluding vending commissions, from Contractor's delivery of Services during Agreement Year 5.

3.3 During the term of the Agreement, the following provisions shall be applicable to the effect of District employee attrition. As District employee attrition occurs, these employees may be replaced by Contractor employees. If there is a salary reduction of five percent (5%) or greater, or if the Contractor does not hire an employee to replace the District's attrited employee, then the amount of the difference (or in the event of a nonreplacement/vacancy 100%) will be credited 50/50 to the District and Contractor. The parties shall complete the annual credit reconciliation within sixty (60) days after the end of each Agreement year. The provisions of this section shall be subject to the terms and conditions of that certain bargained impact agreement dated August 26, 2009 by and between OCESPA and District as consented to by Contractor.

3.4 During the term of this Contract, upon an employee's Terminal Leave from employment with the District, the Contractor shall be responsible for the payment to such employee of accrued sick leave only in the amount of such accrual since the commencement of the Contractor's initial Contract with the District dated July 1, 2009. The District will retain responsibility for the payment to any such employee(s) for all accrued sick leave prior to that date.

3.5 The maximum obligated amount under this Agreement shall be as set forth in the contract documents; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s).

3.6 Indirect cost allocation during the term of this Contract shall be capped at \$150,000.00 annually.

3.7 Kitchen equipment maintenance and repair costs attributable to the food service operations during the term of this Contract shall be capped at \$50,000.00 annually. Contractor shall obtain the prior authorization from District for any equipment maintenance or repair work, the cost of which will cause the total to-date maintenance and repair expenses for the current contract year to exceed the annual cap. The District shall have full discretion to deny Contractor the authority to incur any maintenance and repair expense above the annual cap and such decision shall not be deemed to impede the Contractor's delivery of its scope of services to the District as listed in the RFP.

3.8 The expenses for the positions of Food Service Accountant and Food Service Director/Contract Manager shall be considered a District food service operation cost. However, these positions shall not be considered to be a part of the District employee attrition agreement as stated in paragraph 3.3 of this renewal.

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

1. Reimbursable meals and meal equivalents

2012-2013 **Rate	2013-2014 **Rate	***Percentage Increase
\$2.963	\$3.031	2.3% plus \$.021 adjustment for HHFKA

**Rates must not be rounded up. Do not exceed three decimal places.

***Percentage increase must not exceed the allowable increase established in the original contract.

4. Except as expressly amended by this Fourth Contract Renewal Agreement, all other terms and conditions of the Contract shall remain in full force and effect during the renewal term. Upon acceptance, this document shall constitute the contract renewal between the District and the Contractor.

5. The Contractor shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract renewal terms and conditions as contained herein.

6. By accepting and executing this Fourth Contract Renewal Agreement, the Contractor certifies that, upon approval by the District of the renewal award, the

Contractor shall operate in accordance with all applicable current program regulations except as expressly amended by the terms of this Fourth Contract Renewal Agreement.

7. In the event that the District receives additional reimbursement funding due to legislative changes for reimbursable meal compliance with the Healthy Hunger Free Kids Act ("HHFKA") Contractor shall receive an additional \$.021 costs per meal ("cpm") for the additional meal components required under HHFKA. Contractor shall comply with all regulatory compliance for HHFKA. In the event that the District should fail an HHFKA program audit and an appeal is not successful, then in that event Contractor shall reimburse the District for any and all amounts that the District is required to reimburse USDA.

IN WITNESS WHEREOF, the parties have duly executed this Fourth Contract Renewal Agreement as of the date first above written.

ATTEST:

THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA

By: Mary Beth Jackson
Mary Beth Jackson
Superintendent and Secretary

By: Rodney L. Walker
Rodney L. Walker, Chairman
Date: 6-10-13

WITNESSES:

SODEXO AMERICA LLC, a Delaware
single member limited liability company
authorized to transact business in Florida

Print Name: _____

By: Scott Loretan
Scott Loretan, Senior Vice-President
Date: 6/10/13

Print Name: _____

Approved by Florida Department of Agriculture
and Consumer Services
Food, Nutrition and Wellness

By: Christina M. Fosse
Print Name: Christina M. Fosse
Date: 6/21/13



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

ADAM H. PUTNAM
COMMISSIONER

**CONTRACT RENEWAL AGREEMENT FOR
FOOD MANAGEMENT SERVICES
NONPROFIT FOOD SERVICE PROGRAM**

Date of Original Contract July 1 2009
Year of Renewal (Check) 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/>

This document contains the re-negotiated rates and fees for the furnishing of food service management for nonprofit food service programs for the period beginning July 1, 2013, and ending June 30, 2014. 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 (SFA).

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

	2012-2013 Rate	2013-2014 Rate ²	Percentage Increase ³
1. Reimbursable Breakfasts	1. <u>1.482</u>	1. <u>1.516</u>	1. <u>2.229</u>
2. Reimbursable Lunches ¹	2. <u>2.984</u>	2. <u>3.052</u>	2. <u>2.278</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>
4. A la Carte Equivalents Fee ¹	4. <u>2.963</u>	4. <u>3.031</u>	4. <u>2.3</u>
5. A la Carte Management Fee	5. <u>N/A</u>	5. <u>N/A</u>	5. <u>N/A</u>
6. Reimbursable After-School Snacks	6. <u>.7408</u>	6. <u>.7578</u>	6. <u>2.294</u>
7. Special Milk	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>

¹Rates must be the same.

²Rates must not be rounded up. Do not exceed four decimal places.

³Percentage increase must not exceed the allowable increase established in the original contract.

Sodexo America, LLC
Food Service Management Company

9801 Washingtonian Blvd.
Street Address

Gaithersburg MD 20878
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.

[Signature] Senior Vice President 6/25/13
Authorized Signature Title Date

Acceptance of Contract Renewal Agreement

The School Board of Okaloosa County 01-0046
School Food Authority Agreement Number

Richard D. Davis Specialist School Food Service 6-25-13
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.



Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

ADAM H. PUTNAM
COMMISSIONER

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Scott Leach / Senior Vice Pres. Lt

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SL 06/04/13

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Scott Leach / Senior Vice President

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SL 06/04/13

SIGNATURE OF REPRESENTATIVE / DATE