



June 14, 2016

David Holmes
Superintendent
Three Rivers/Josephine County School District
8550 New Hope Road
Grants Pass, Oregon 97527

RE: Amendment to Management Services Agreement

Dear Mr. Holmes:

The Three Rivers/Josephine County School District (the "District") and ARAMARK Management Services Limited Partnership ("ARAMARK") entered into a Management Services Agreement dated as of July 1, 2002 (as amended from time to time, the "Agreement"), pursuant to which ARAMARK provides certain management services on the District's premises. We have enjoyed and appreciate our partnership with the District and look forward to providing continuing service and assistance to support the District's mission and to enhance the educational environments and experiences for the District's students and staff.

In accordance with Section 8(a) of the Agreement, effective as of July 1, 2016, ARAMARK and the District agree to amend the Agreement as follows.

1. **Term; Renewals.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The initial term of this Agreement commenced on July 1, 2001 (the Commencement Date"). The current renewal term shall commence on July 1, 2016 and continue for five years until June 30, 2021. Thereafter, this Agreement shall renew automatically for consecutive terms of one year each (each a "Renewal Term"). Either Party may elect not to renew this Agreement at the expiration of a Renewal Term by giving the other Party written notice to that effect not later than ninety (90) days before the date on which the then current Renewal Term would otherwise end. Any renewals after June 30, 2021 shall be subject to the mutual agreement of the District and ARAMARK."

2. **Annual Adjustment.** Paragraph 4(c)(i) of the Agreement, as amended on March 29, 2006, provides that the ARAMARK Fee will be adjusted annually, on each July 1, by the percentage increase in the Employment Cost Index, Total Compensation for Private Industry Workers, as then most recently published for the then previous twelve (12) month period. In accordance with Paragraph 4(c)(i) of the Agreement, the ARAMARK Fee will be increased by 1.8% from \$ \$17,218.26 to \$17,528.18 per month, effective as of July 1, 2016. Effective as of July 1, 2016, the annual ARAMARK Fee shall be \$210,338.21. This annual adjustment will be reflected in our regularly scheduled invoices on and after July 1, 2016.

For purposes of the 2016-2017 school year, ARAMARK is pleased to offer the District a 2% prepayment discount, if the entire ARAMARK Fee, less the one-time credit, is prepaid by the District. The prepayment offer may be accepted by the District if payment of \$206,131.45, the annual ARAMARK Fee less the 2% prepayment discount is received within fifteen (15) days of receipt of our annual invoice.

3. **Grant.** Effective July 1, 2016, ARAMARK shall make a grant to the District in the amount of Ten Thousand Dollars (\$10,000) (the "Grant"). The Grant shall be amortized on a straight-line basis over five (5) years, commencing upon the date the Grant is made.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Grant, District shall reimburse ARAMARK for the total unamortized balance of the Grant as of the date of expiration or termination. In the event such payments owing to ARAMARK are not paid to ARAMARK within ten (10) days of the scheduled payment date, District agrees to pay interest on such amounts at the Interest Rate from the scheduled payment date until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive timely payment.

4. **Agreement to Remain in Effect.** Except as amended herein, the Agreement shall remain in full force and effect.

Please confirm the District's acceptance of and agreement to this Letter Amendment by executing the form of acceptance set forth below. Thank you for providing ARAMARK with the opportunity to continue to serve the needs of the District, its staff and students. Please do not hesitate to contact Mary Beth Stuart or me should you have any questions.

**ARAMARK MANAGEMENT SERVICES LIMITED
PARTNERSHIP**

By: Its General Partner, ARAMARK SMMS LLC

By: 
Annette C. Heng
Authorized Signatory

**THREE RIVERS/JOSEPHINE COUNTY SCHOOL
DISTRICT**

By: _____
David Holmes
Superintendent