

AMENDMENT

LINCOLN COUNTY SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 1, 2024, is between LINCOLN COUNTY SCHOOL DISTRICT ("District") and SODEXO AMERICA, LLC ("Contractor").

W I T N E S S E T H:

WHEREAS, District and Contractor entered into a certain Contract dated April 13, 2004, as amended ("Contract"), whereby Contractor manages and operates District's Custodial Services operation at 1212 NE Fogarty Street, Newport, Oregon 97365 ("Premises");

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

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

1. Based on the following occurrences, the parties have mutually agreed to an adjustment in the Contract Price:

Current Contract Price	\$2,191,009.83
CPI increase 2.98%	\$65,292.09
One (1) Additional Custodial FTE per Client's request	\$51,688.00
New Contract Price effective July 1, 2024	\$2,307,989.93

Accordingly, Section III, Section 1.C. is deleted in its entirety and the following substituted therefor:

1. PRICING STRUCTURE

C. In consideration of Contractor's performance of its obligations under this Contract, District shall pay Contractor a Contract Price. The annualized Contract Price for the period commencing July 1, 2024 through June 30, 2025 shall be Two Million Three Hundred Seven Thousand Nine Hundred Eighty Nine and 93/100 Dollars (\$2,307,989.93). In any year which is a leap year, the fixed Contract Price shall be increased by an additional day (1/365 of the annual fixed Contract Price) to account for the additional day. District will pay Contractor the Contract Price in installment payments, which are determined by dividing the annual amount of the Contract Price by 365 days and this daily amount is applied to the billing frequency below. The Contract Price is based upon Contractor's estimates at the time of submission taking into account the financial risks assumed by Contractor and certain fees and Charges incorporated into the calculation of the Contract Price such as Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, fixed percentage of salaries and wages for health benefits, and supplies and services at invoiced amount with Contractor retaining allowances negotiated in its national and regional procurement contracts.

Contractor shall invoice District at the beginning of each month. District shall pay the invoiced amount within thirty (30) days after the invoice date. Payment shall be made into a bank account designated by Contractor or as otherwise directed by Contractor. District shall pay interest automatically on amounts not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

2. Pursuant to Section III, Subsection 1.D, the hourly custodial rate of pay for added optional services shall be Twenty Four and 85/100 Dollars (\$24.85), and overtime hourly rate of pay shall be Thirty Seven and 27/100 Dollars (\$37.27).

3. Effective January 1, 2024, Contractor is amended to reflect a change of both the first and second addresses for Notices to Contractor as follows:

“To Sodexo: Sodexo America, LLC
Attention: David Newman
CEO, North America Schools
915 Meeting Street
North Bethesda, Maryland 20852

and: Sodexo America, LLC
915 Meeting Street, Suite 1500
North Bethesda, Maryland 20852
Email: SodexoLawDept.USA@sodexo.com

The following paragraph is added to the end of Notices as follows:

With respect to any written notice or communication transmitted by the District to Contractor’s Law Department in accordance with this Section, the District may, as an additional notification, use the email address set forth herein. Email notification shall not be used as an alternative to written notice served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested.”

4. All capitalized terms used herein shall have the same meanings set forth in the Agreement unless otherwise expressly provided in this Amendment.

5. This Amendment is effective July 1, 2024, and thereafter, unless amended. All other terms and conditions contained in the Contract 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.

LINCOLN COUNTY SCHOOL DISTRICT

SODEXO AMERICA, LLC

By:

Kim Cusick
Business Services Director

By:

Brad L. Lozier
Senior Vice President