

AMENDMENT

THREE RIVERS SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated April 27, 2009, is between THREE RIVERS SCHOOL DISTRICT ("SFA") and SODEXO AMERICA, LLC ("FSMC").

WITNESSETH:

WHEREAS, SFA and FSMC (successor by name change to Sodexo America, LLC) entered into a certain Management Agreement dated July 1, 2007, as amended ("Agreement"), whereby FSMC manages and operates SFA's Food Service operation in Grants Pass, Oregon;

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 "2008-2009" school year shall be changed to "2009-2010" school year.

2. Section 1.3 is hereby deleted in its entirety and the following substituted therefore:

"1.3 Term of the Agreement. The term of this Agreement commences on July 1, 2009, and continues until June 30, 2010. The Agreement is subject to two (2) additional one (1) year renewals upon the consent of both parties, unless terminated earlier as provided in the article VII, general terms and conditions. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to donated foods.

During the first half of each school year, and FSMC agree to participate in an Annual Expectations Meeting throughout the term of this Agreement in accordance with Appendix C.

FSMC shall present no less than bi-annually a verbal and written program update to the School Board.

Financial and performance guarantees are contingent on the activities described in this section being fulfilled by the parties.”

3. Section 2.2 is deleted in its entirety and the following substituted therefor:

“2.2 Responsibilities of Agent.

- A. As agent, the FSMC shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees, and others as designated by the SFA in accordance with the terms and conditions of this Agreement.
- B. The FSMC agrees that it will perform the work described in this Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- C. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this Agreement.
- D. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, as to all employees engaged by it in the performance of this Agreement.
- E. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.
- F. The FSMC agrees to procure processed end products from donated foods on behalf of the SFA in accordance with 7 CFR 250.
- G. The FSMC agrees that it will not itself enter into the processing Agreement with the processor.
- H. The FSMC agrees to comply with the storage and inventory requirements for donated foods.”

4. Section 5.1 is deleted in its entirety and the following substituted therefor:

“5.1 Inventories of Food and Supplies. Prior to the commencement of the term of this Agreement, the existing food and operational supplies shall be delivered and charged to the FSMC for the performance of this Agreement. The cost of food and operational supplies ordered by FSMC on behalf of the SFA in performance of this Agreement shall be paid for by the FSMC. The inventory of food and operational supplies shall remain the FSMC’S property.

- A. Any federally donated commodities received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA’s nonprofit food service operation and must be fully utilized, including all donated ground beef and ground pork and all end products received from processors. Bonus commodity items must be used to reduce the cost of meals, but not replace purchased products. The value of commodities is the average USDA purchase price as listed by ODE
- B. The FSMC may store and inventory donated foods and commercially purchased food together to the extent that the system ensures required use of donated foods. Any commodity processing contracts shall be established by the SFA.
- C. All goods, services, and monies received as a result of rebate under a processing contract must be used in the SFA’s nonprofit food service.
- D. FSMC representative must have authorization from SFA to have access to commodity ordering system and the name of authorized representative on file with the ODE Child Nutrition Department.”

5. Section 6.2 is deleted in its entirety and the following substituted therefor:

“6.2 FSMC’s Fixed Meal Price for Pattern Meals and Meal Equivalents. Gross Sales shall be remitted to the SFA or deposited in the SFA’s account on a daily basis. FSMC shall charge the SFA a fixed price (“Fixed Meal Price”), with commodities received deducted from the monthly invoice as required by USDA regulations, for each Pattern Meal and Meal Equivalent provided by FSMC under this Agreement as follows:

Pattern Meals &
Meal Equivalents

Fixed Meal Price

All Pattern Meal and Meal Equivalents \$1.482

- A. As a part of the Fixed Meal Price above, the shall pay a Meal Fee equal to \$0.027 for each Pattern Meal and Meal Equivalent served. The Meal Fee shall be calculated at the end of each Accounting Period. "Accounting Period" shall be defined as a period of a calendar month, twelve (12) of which shall constitute an accounting year.
- B. As a part of the Fixed Meal Price above, the shall pay a General Support Service Allowance equal to \$0.037 for each Pattern Meal and Meal Equivalent served. The General Support Service Allowance shall be calculated at the end of each Accounting Period.
- C. Meal Equivalent and Pattern Meal Defined:
- For per-Meal Fee purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each supper meal shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-third (1/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.
- For per-Meal Fee purposes, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by \$2.60 (Total a la carte dollars divided by 2.60 equals one lunch equivalent).
- "Pattern Meal" shall be defined as a meal eligible for government reimbursement.
- D. Total meals served for determining the Fixed Meal Price shall be adjusted annually according to the percentage of increase or decrease in district enrollment.
- E. The FSMC shall submit the following supporting documents to the SFA monthly:
- Daily meal counts by benefit category by school for each program
 - Daily menu production records by program

- Monthly summary of Value of Commodities used
- Monthly summary of Revenues from other sales

F. Expenses paid by the FSMC and not charged to the SFA or the food service operations include, but are not limited to:

- Reports filed to the State
- Corporate income tax"

G. Crediting Value of Commodities Received by the SFA – The FSMC must credit the SFA for the value of all donated food received, entitlement and bonus, for use in the SFA's meal service in the school year. This includes the value of donated food contained in processed end products. The FSMC shall list on the invoice the value of commodities received, for the period and deduct the amount of value from the total owed by SFA for the NSLP meals served. The value of commodities for entitlement and bonus is the average USDA purchase price as listed by ODE. For processed commodities it is the processing Agreement value."

6. Section 6.8 is deleted in its entirety and the following substituted therefor:

"6.8 Renegotiation of Financial Terms. The renegotiation of price terms under this Agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms and financial guarantee of this Agreement are based, then those price terms and financial guarantee so affected may be renegotiated by the parties. Renegotiation of price terms and the financial guarantee under such conditions must be mutual, and both parties must agree upon any changes in price terms and the financial guarantee. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Agreement. If the renegotiation exceeds twenty percent (20%) of the original contract value, the contract must be re-bid. Renegotiation Examples are:

- Changes in SFA's policies, practices, and service requirements shall result in an appropriate adjustment;

- Legislation, regulations and reimbursement rates that create changes in the school lunch & breakfast program shall remain consistent throughout the year;
- Average Daily Membership ("ADM") for the contract year beginning July 1, 2009 shall remain at five thousand one hundred (5,100);
- Usable commodities, of adequate quality and variety required for FSMC's proposed menu cycle, valued at \$.2075 per Pattern Lunch for the 2009-2010 school year shall be consistent throughout the year;
- The government reimbursement rates in effect as of June 30, 2009 shall increase by a minimum of two percent (2%);
- 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 SFA's food service facilities shall remain consistent throughout the year;
- Boys and Girls Club program revenue shall be at least One Hundred Twenty Seven Thousand Dollars (\$127,000) for the 2009-2001 school year.
- Meal Prices for the 2009-2010 school year shall at a minimum remain as follows:

| | <u>Paid</u> | <u>Reduced</u> |
|--------------------------------------|-------------|----------------|
| Elementary School Student Lunch | \$1.85 | \$.40 |
| Middle School Student Lunch | \$2.05 | \$.40 |
| High School Student Lunch | \$2.35 | \$.40 |
| Student Breakfasts (non-provisional) | \$1.10 | \$.30 |
| Provision Lunch and Breakfast | \$0.00 | \$.00 |

- The actual number of full feeding days for all grade levels shall remain at:
 - Elementary Schools – 170
 - Middle School – 170
 - High School – 170
 - Summer Program Service – 49
 - Vended Program Service – 170

- Total Meals for Fees served for Fixed Meal Price shall be at least Seven Hundred Sixty Five Thousand (765,000) for the 2009-2010 contract year.
- For purposes of the FSMC's financial guarantee, total labor cost for the Food Service operation including, but not limited to, wages, vacation, sick pay, medical/dental, retirement, general liability and workers' compensation shall not exceed One Million Thirty Two Thousand Dollars (\$1,032,000.00) for the 2009-2010 school year, including operation of the summer Food Service program;
- Total Indirect costs charged to the food service program shall not exceed Thirty Five Thousand Dollars (\$35,000.00) for the 2009-2010 school year. Indirect costs shall be outside of the FSMC's financial guarantee.
- Capital improvements and expenditures shall be paid outside of the food service fund direct operating costs.
- State Matching Fund Reimbursements deposited to the food service fund shall be at Least Nineteen Thousand Three Hundred and Seventy-Five Dollars (\$19,300) for the 2009-2010 school year.

7. Section 7.2 is deleted in its entirety and the following substituted therefor:

"7.2 USDA Child Nutrition Program. In order to assist the SFA participation in the following Child Nutrition Programs Program:

- ◆ National School Lunch Program (NSLP)
- ◆ School Breakfast Program (SBP)
- ◆ Special Milk Program (SMP)
- ◆ After School Snack Program
- ◆ Fresh Fruit and Vegetable Program (FFVP)
- ◆ Summer Food Service Program (SFSP)
- ◆ Child and Adult Care Food Program (CACFP)

A. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this Agreement. No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

- B. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the SFA to support its claims for federal and state reimbursements. The FSMC shall submit to the SFA a monthly meal reimbursement claim report including all meals served under all programs operated by the SFA for the SFA to submit to the Oregon Department of Education.
- C. The FSMC shall make available, as required by state and federal regulations, all facilities, books and records pertaining to food service operations available for onsite review by the SFA, State Agency, the US Department of Agriculture, and the Comptroller General or their duly authorized representatives to ensure compliance with program requirements and the management and use of donated foods.
- D. The FSMC must maintain the following records relating to the use of the donated foods:
 - 1) The donated food and processed end product received from or on the behalf of the SFA for use in meal service.
 - 2) Documentation that it has credited the SFA of the value of all donated food received for use in the SFA's food service in the school year, including the value of donated foods contained in processed products.
 - 3) Documentation of the FSMC's procurement of processed end products on behalf of the SFA."

8. Section 7.10 first notice to FSMC is hereby amended to read as follows:

"To FSMC: Sodexo America, LLC
 Attention: Lorna C. Donatone
 President, School Services
 9801 Washingtonian Boulevard, Suite 416
 Gaithersburg, Maryland 20878"

9. Section 7.15 is deleted in its entirety and the following substituted therefor:

"7.15 Termination.

- A. Termination for Convenience: This Agreement may be terminated at any time by the mutual written consent of the parties. The SFA and the FSMC shall give not less than sixty (60) days written notice of the intention to terminate for convenience.
- B. Termination for Cause: If either party fails to comply with any of the obligations required of it in this Agreement the injured party may give a written notice of Termination. Following receipt of written notice the contract will be terminated in sixty (60) days.
- C. At the point of termination the FSMC will surrender to the SFA all program records pertaining to the contract period and renewals. These documents include, but are not limited to: daily meal counts by meal benefit category by school/site for each program; monthly benefit issuance rosters with student start and withdrawal dates; and daily menu production records by program.
- D. When a contract terminates and is not extended or renewed the FSMC must return all unused donated ground beef, donated ground pork, processed end products and other unused donated foods to the SFA. The SFA will ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in a school year."

10. The following Sections are hereby added to Article VII and hereby incorporated into the Agreement:

"7.21 Debarment/Suspension Certificate.

- A. The foodservice management company must sign a Debarment/Suspension Certification. This certification assures the school food authority that the vendor has not been debarred from entering into contracts with the Federal government or any entity receiving Federal funds or suspended from entering into contracts during a time when the foodservice management company is being investigated for or legal action is being taken to debar the foodservice management company from contracting activities. OMB Circular 3017.

- B. The certification must be attached to the signed contract and kept on file at the school food authority. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum. OMB Circular 3017. (See Appendix E)

7.22 Certificate of Independent Price Determination.

- A. All school food authorities shall require foodservice management companies to certify that the prices in the offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition.
- B. All foodservice management companies will be required to sign and submit a Certification of Independent Price Determination with each school food authority contract. The certification must be attached to the signed contract and kept on file at the school food authority. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum. OMB Circular 3017. (See Appendix D)"

11. **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION** is hereby titled Appendix D.

12. **U.S. DEPARTMENT OF AGRICULTURE** is hereby titled Appendix E.

13. **CLEAN AIR AND WATER CERTIFICATE** is hereby titled Appendix F.

14. **CERTIFICATION REGARDING LOBBYING** is hereby titled Appendix G.

15. **DISCLOSURE OF LOBBYING ACTIVITIES** is hereby titled Appendix H.

16. **United States Department of Agriculture** is hereby titled Appendix I.


17. This Amendment is effective July 1, 2009 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.

THREE RIVERS SCHOOL DISTRICT

By: _____
Name (printed): _____
Title: _____

SODEXO AMERICA, LLC

By: 
Lorna C. Donatone
President, School Services

Appendix B

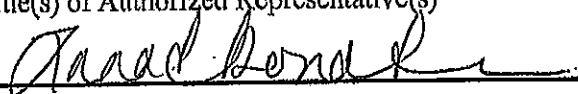
U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| | |
|--|---------------------------------|
| <u>Sodexo Operations, LLC;</u> Organization Name | PR/Award Number or Project Name |
| <u>Lorna Donatone; President</u> Names(s) and Title(s) of Authorized Representative(s) | |
| <u></u> Signature(s) | <u>5-20-09</u> Date |

Appendix C

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(e)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Sodexo Operations, LLC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Three Rivers S.D.

NAME OF SCHOOL FOOD AUTHORITY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

Appendix C

- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

| | | |
|---|------------------|----------------|
| <u><i>David Bond</i></u> | <u>President</u> | <u>5-20-09</u> |
| SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE | TITLE | DATE |

| | | |
|--|----------------|---------------|
| _____ SIGNATURE OF SCHOOL FOOD AUTHORITY'S AUTHORIZED REPRESENTATIVE | _____ TITLE | _____ DATE |
|--|----------------|---------------|

Appendix D

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Sodexo Operations, LLC.

10300 SW Greenburg Road

Suite 271

Portland, OR 97223

Name/Address of Organization

Lorna Donatone, President

Name/Title of Submitting Official

[Signature]

Signature

5-20-09

Date

Appendix D

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

| | | |
|---|---|---|
| <p>1. Type of Federal Action: <u>A</u></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action: <u>A/B</u></p> <p>a. bid/offer/application b. initial award c. post-award</p> | <p>3. Report Type: <u>A</u></p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p> |
| <p>4. Name and Address of Reporting Entity: Sodexo Operations, LLC. on behalf of itself and all its subsidiaries 9801 Washingtonian Blvd. Gaithersburg, Maryland 20878 <u>X</u> Prime <u> </u> Subawardee <u> </u> Tier, if known: Congressional District, if known: <u>N/A</u></p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: <u>N/A</u></p> | |
| <p>6. Federal Department/Agency: U.S. Congress Department of Defense USDA</p> | <p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known: <u>Unknown</u></p> | <p>9. Award Amount, if known: <u>\$ Unknown</u></p> | |
| <p>10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle) Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd. Gaithersburg, Maryland 20878</p> | <p>10b. Individuals Performing Services (including address if different from No. 10.a.) (last name, first name, middle) Gilliam, Reginald Nam, Frances</p> | |
| <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> | | |
| <p>11. Amount of Payment (check all that apply): <u> </u> Actual <u> </u> Planned</p> | <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: <u>General Federal issues and procurement matters.</u></p> | |
| <p>12. Form of Payment (check all that apply): <u> </u> a. cash <u> </u> b. in-kind; specify: Nature _____ Actual _____</p> | <p>13. Type of payment (check all that apply): <u> </u> a. retainer <u> </u> b. one-time fee <u> </u> c. commission <u> </u> d. contingent fee <u> </u> e. deferred <u>X</u> f. other; specify: <u>In House Government Affairs Department</u></p> | |
| <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> | | |
| <p>15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes <u> </u> (Number _____) No <u> </u></p> | <p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the flier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>Signature: <u><i>Loxna Donatone</i></u> Print Name: <u>Loxna Donatone</u> Title: <u>President</u> Telephone: <u>503-290-2049</u> Date: <u>5-20-09</u></p> | |
| <p>Federal Use Only:</p> | <p>Authorized for Local Reproduction Standard Form -- LLL</p> | |

Appendix D
DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page _____ of _____

| | |
|--|--|
| | |
|--|--|

Appendix E

United States Department of Agriculture
Food and Nutrition Service

Western Region

Reply to
Attn of: SP Policy Memo 02-12 April 4, 2002 SA-11; SA-9-1-GEN

Subject: Buy American Provision

To: State Child Nutrition Program Directors

This policy memo reinforces a memo on the "Buy American" provision our Child Nutrition Division sent to State agencies on January 9, 2002.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

USDA published regulations implementing these requirements on September 20, 1999, in the *Federal Register*. Nevertheless, the domestic food industry continues to express concerns that local program operators continue to use program funds to purchase foreign agricultural products. In response to this concern, report language accompanying the Agriculture Appropriations Act for Federal Fiscal Year 2002 requires USDA to report to Congress on its activities directed toward enforcing the Buy American provision.

Given the importance that Congress attaches to the "Buy American" provision and the role this provision plays in helping to stabilize the American agricultural economy, it is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. In addition to including the "Buy American" provision in bid specifications to ensure compliance, local operators should remind vendors and distributors of the requirement, and examine product packaging for country of origin.

Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to all funds in the food service account and not just to Federal reimbursement. Please ensure that all local operators are aware of their responsibilities in this respect.

If you have any questions regarding this policy memo, please contact your team in Child Nutrition.

Janet Allen

JANET ALLEN, Director
Special Nutrition Programs
Western Region

cc: WRO Advocates