

AMENDMENT

LINCOLN COUNTY SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 4, 2021, 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 operations at 1212 NE Fogarty Street, Newport, Oregon 97365 and at the various Facilities locations identified in the Contract ("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. The address for the new District Office is located at 1212 NE Fogarty Street, Newport, Oregon 97365.
2. Based on the following occurrences, the parties have mutually agreed to an adjustment in the Contract Price:

Current 2020-2021 Contract Price	\$1,786,516.81
Hourly wage increases of \$0.75 due to 2021 Oregon Minimum Wage increase	\$61,400.00
US Cities Average CPI-W of 1.3% on all cost other than Hourly Wages (\$807,276.41)	\$10,494.59
2021-2022 New Contract Price Effective July 1, 2021	\$1,858,411.40

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

"I. 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, 2021 through June 30, 2022 shall be One Million Eight Hundred Fifty-Eight Thousand Four Hundred Eleven and 40/100 Dollars (\$1,858,411.40). 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."

3. Pursuant to Section III, Subsection 1.D, the hourly custodial rate of pay for added optional services shall be Twenty One and 67/100 Dollars (\$21.67), and overtime hourly rate of pay shall be Thirty One and 39/100 Dollars (\$31.39).

4. This Amendment is effective July 1, 2021, 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

By:

Kim Cusick
Business Services Director

SODEXO AMERICA, LLC

By:

Bart Lane
Bart Lane (May 6, 2021 08:48 CDT)
Bart C. Lane
Vice President