

RENEWAL AGREEMENT NUMBER ONE

This renewal agreement number one effective as of the last dated signature below, is between the Sequim School District No. 323, hereafter called the Local Education Agency (LEA), and Sodexo America, LLC, a Delaware Limited Liability Company, hereafter called the Food Service Management Company (FSMC).

W I T N E S S E T H:

WHEREAS, the LEA and FSMC are parties to a certain Food Service Management Company Contract dated June 13, 2014 ("Contract"), and

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

1. Section 1.3 is deleted and replaced by the following:

"1.3 Term of the Contract. The term of this Contract shall be for one (1) year, beginning on September 1, 2017 and continuing until August 31 2018 ("Term"). The Contract is subject to one (1) additional one-year renewal periods upon the written, dated consent of both parties, unless terminated by either party as provided herein. [7CFR 210.16(d)]"

2. Section 6.1 is deleted and replaced by the following:

"6.1 Billing for Fixed Price Meal. The parties have mutually agreed upon fixed price of \$3.309 for each meal and meal equivalent provided by the FSMC. Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers."

3. Section 6.2 is deleted and replaced by the following:

6.2 Meal Equivalent Defined. For fixed price per meal 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 the USDA free meal reimbursement rate plus the USDA donated food value. For the 2017-18 school year, the equivalent rate shall be \$3.41.

4. This Amendment is effective as of September 1, 2017, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement Number Three as of the dates written below:

SEQUIM SCHOOL DISTRICT NO. 323

SODEXO AMERICA, LLC

By: _____

Name: Gary Neal

Its: Superintendent

Date: _____

By: _____

Name Brad L. Lozier

Its: Senior Vice President

Date: _____