

AMENDMENT

PIERCE COUNTY SKILLS CENTER

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 28, 2020, is between PIERCE COUNTY SKILLS CENTER ("Center") and SODEXO AMERICA, LLC ("Sodexo").

WITNESSETH:

WHEREAS, Center and Sodexo entered into a certain Agreement for Services, which dated February 3, 2015, as amended ("Agreement"), whereby Sodexo manages and operates Center's professional services operation ("Services") in Puyallup, Washington ("Premises");

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 "2019-2020" school year shall be changed to "2020-2021" school year.

2. Section 11.A is deleted in its entirety and the following substituted therefor:

"A. Management Fee. For the period July 1, 2020 through June 30, 2021, Sodexo shall receive a Management Fee for the Services provided (as defined in Paragraph 3 above) in the amount of Ninety Seven Thousand Eight Hundred Seventy Five Dollars (\$97,875.00). The Management Fee shall be computed at the end of each Accounting Period and prorated for any partial Accounting Period. In the event this Agreement is renewed beyond June 30, 2021, the management Fee shall be increased on July 1, 2021 and on each July 1st thereafter by a percentage equal to the percent change in the Consumer Price Index Food Away from Home ("CPI"), averaged for the preceding twelve (12) month period."

3. Section 16 is deleted in its entirety and the following substituted therefor:

"16. Term and Termination. This Agreement shall commence as of July 1, 2020 and shall continue through June 30, 2021. Notwithstanding the foregoing, in the event this Agreement expires, and Sodexo continues to provide the Services, this Agreement shall continue thereafter in accordance with the existing terms and conditions in effect as of the expiration date (including any financial adjustment in accordance with Section 11.A) until amended by mutual written agreement of the parties or until terminated by either party upon no less than thirty (30) day's prior written notice. Upon termination of this Agreement, all outstanding amounts shall immediately become due and payable."


4. The Agreement is amended by adding the following as Section 26:

“26. Electronic Signatures. The parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.”

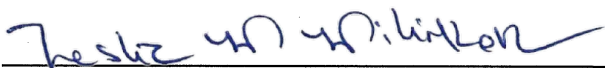
5. This Amendment is effective July 1, 2020, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated below.

PIERCE COUNTY SKILLS CENTER

By: 
Michelle Ledbetter
Director

SODEXO AMERICA, LLC

By: 
Leslie M. Milinkovic
Vice President