

RENEWAL AGREEMENT FOUR

This **RENEWAL AGREEMENT FOUR** is made as of July 1, 2019, by **COMPASS GROUP USA, INC.**, by and through its Chartwells Division (“Chartwells”), and the **LA CANADA UNIFIED SCHOOL DISTRICT** (the “School Food Authority” or “SFA”)(Individually, the “Party” and collectively, the “Parties”).

WHEREAS, the SFA and Chartwells are parties to a certain food service agreement, dated June 11, 2015, as amended by Renewal Agreement One dated March 15, 2016, Renewal Agreement Two dated July 1, 2017, Renewal Agreement Three dated July 1, 2018, and Amendment One to Renewal Agreement Three dated July 1, 2018 (collectively, the “Agreement”), pursuant to which Chartwells manages the SFA’s food service operation and facilities; 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 II (A) General Terms and Conditions, is hereby amended by deleting the first sentence and replacing is with the following:

“The term of this Agreement shall be for one (1) year beginning on July 1, 2019 and continuing until June 30, 2020 (“Term”) unless terminated by either party as hereinafter provided.”

2. Section II (D) General Terms and Conditions, is hereby amended by inserting the following:

“The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (Los Angeles – 3.2%). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA.”

3. Section II (J) General Terms and Conditions, is hereby deleted and replace with the following:

“No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women’s business enterprises, and labor surplus area firms when possible.”

4. Section II (Q) General Terms and Conditions. This section is hereby deleted and replaced with the following:

Q. Sanctions

“If the FSMC fails to perform the contract terms,

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance;
- Continued nonperformance will result in termination of this contract.”

5. Section II (X) General Terms and Conditions. The following new Sub-section is inserted.

X. Breach of Contract

“If the FSMC violates or breaches the contract terms, the SFA may seek administrative, contractual, or legal remedies, sanctions and penalties as may be appropriate. 7CFR§210.16(b)(2) and 7CFR§3016.36(i)(1)”

6. Section II (Y) General Terms and Conditions. The following new Sub-section is inserted.

Y. Penalties

“Costs resulting from the SFA’s violations, alleged violations of, or failure to comply with, Federal, State, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 CFR, Section 200.441).”

7. Section IV (B)(17) Food Service Program. The following is inserted under new Sub-section (B)(17):

“17. The SFA may not contract with the FSMC to provide only non-program food (e.g, a la carte and adult meals) unless the FSMC offers free, reduced price, and paid reimbursable lunches to all eligible children (7 CFR, Section 210.16[a]).”

8. Section V (A)(5) U.S. Department of Agriculture Foods is hereby deleted and replace with the following:

5. The FSMC must use all donated ground beef, and ground pork products, and all processed end products, in the recipient agency’s food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency’s food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 CFR, Section 250.51[d]).

9. Section V (A)(6) U.S. Department of Agriculture Foods is hereby deleted and replaced with “Intentionally omitted.”

10. Section V (B)(5) U.S. Department of Agriculture Foods. The following is inserted under new Sub-section (B)(5):

“5. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 CFR, Section 250.53[a][12]).”

11. Section XVI Buy American Requirements. The following new section is inserted

XIV. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The Food Service Management Company (FSMC) must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).
2. The FSMC must notify the SFA in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or

product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
- b) Why competitive bids reveal the cost of domestic product are significantly higher (**10%**) than the nondomestic product.

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American requirement prior to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an onsite administrative review and an offsite procurement review.
 2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
 3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.
12. Exhibit A, Section 2 (J) Description of FSMC Responsibilities. The following new Sub-section is inserted

J. Contracting with Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 CFR, Section 200.321 (as applicable).

13. Exhibit A, Section II (K) Description of FSMC Responsibilities. The following new Sub-section is inserted

K. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 CFR 210.21(d) and 220.16(d). The FSMC must:

Submit certification statements for all processed agricultural products. The Request SFA approval prior to delivering a nondomestic agricultural commodity or product. If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

- a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the

costs of a domestic product are significantly higher than the nondomestic product.

- b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.
- c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product.

14. Exhibit B, Schedule of Fees. Exhibit B of the Agreement is amended by deleting the rate of \$2.055 per billable meal and replacing it with \$2.12 per billable meal. This reflects the CPI increase of 3.2%.

15. 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 caused this Renewal Agreement to be signed by their duly authorized officers, all done the day and first year above written.

LA CANADA UNIFIED SCHOOL DISTRICT

COMPASS GROUP USA, INC., by and
through its Chartwells Division

Signature: _____

Signature: B. Oakley

Name: _____

Name: Belinda Oakley

Title: _____

Title: CEO, Chartwells K12

Date: _____

Date: 5/10/19

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for Contractor in primary covered transactions:

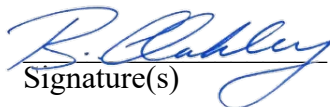
A. The Contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Compass Group USA, Inc., by and through its Chartwells Division
Contractor/Company Name _____ Award Number, Contract Number, or
Project Name _____

Belinda Oakley, CEO, Chartwells K12
Name(s) and Title(s) of Authorized Representatives _____


Signature(s)

5/10/19
Date

Certification Regarding Lobbying

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.


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

Organization: Compass Group USA, Inc., by and through its Chartwells Division

Street address: 2 International Drive

City, State, Zip: Rye Brook, NY 10573


NAME/TITLE: Belinda Oakley, CEO, Chartwells K12


(Signature)

5/10/19
(Date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/applicatio n _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	
11. 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 tier 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.	Signature:  Print Name: Belinda Oakley Title: CEO, Chartwells K12 Telephone No.: (914) 935-5300 Date: 5/10/19	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503