

Signed Copy

**AMENDMENT NO. 2 TO
FOOD SERVICES MANAGEMENT AGREEMENT**

THIS AMENDMENT (this "Amendment No. 2"), made effective July 1, 2023, by and between the **NATICK PUBLIC SCHOOLS** ("District") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("ARAMARK"), amends that certain Food Services Management Agreement by and between District and ARAMARK dated July 1, 2021.

WHEREAS, District and ARAMARK entered into a Food Services Management Agreement, dated July 1, 2021 (as amended from time to time the "Agreement"); and

WHEREAS, pursuant to Section 20 of the Agreement, District and ARAMARK desire to renew and amend the Agreement subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree that the Agreement is hereby amended as follows:

1. **Current Year**. Section 2D of the Agreement is hereby deleted in its entirety and replaced with the following:

"D. **"Current Year"**: The period beginning July 1, 2023 and ending June 30, 2024."

2. **General and Administrative Expense**. Section 2K of the Agreement is hereby deleted in its entirety and replaced with the following:

"K. **"General and Administrative Expense"**: ARAMARK's allowance for the financial reporting, legal, tax and audit services and management oversight provided to client locations by ARAMARK at the regional and corporate levels. Such allowance shall be of an amount equivalent to \$7754 per month for ten (10) months. Cash receipts, other than from sales of National School Lunch and Breakfast Program meals served to children and Cash Equivalents shall be divided by the Equivalency Factor to determine the number of Equivalent Meals served by ARAMARK.

3. **Payment to ARAMARK**. Section 16.C. of the Agreement is hereby deleted in its entirety and replaced with the following:

"C. **Payment to ARAMARK**: In consideration of performance by ARAMARK of the work in accordance with the requirements of this Agreement, District shall pay ARAMARK for all Reimbursable Items, including an allowance for its General and Administrative Expense. In addition, District shall pay to ARAMARK a management fee of \$.081 per meal for each National School Lunch and Breakfast Program meal served and Meal Equivalent served (the "Management Fee"). The total of such Reimbursable Items and Management Fee is the "District's Financial Obligation."

4. **Term**. Section 20.A of the Agreement is deleted in its entirety and replaced with the following:


"A. The term of this Agreement shall be for the Current Year,

5. **Exhibit B.** Exhibit B to the Agreement is hereby deleted in its entirety and replaced with Exhibit B to this Amendment No. 2.

6. **Agreement to Remain in Effect.** In all other respects, the Agreement shall remain in full force and effect. This Amendment No. 2 shall be attached to, and become a part of, the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first above written.

ARAMARK EDUCATIONAL SERVICES, LLC

By:  _____
Preston Davis, Vice President

Date: 6/6/23

NATICK PUBLIC SCHOOLS

By:  _____
Director of Finance B.L. for P. Gray

Date: 6/2/2023

