

RECOMMENDATION

It is recommended that the Board of Trustee approve a four-year extension of the Sodexo dining services contract term, as noted in the draft amendment, pending completion of financial, legal, and procurement review.

BACKGROUND

The extension would add four additional years to the full-service commitment to Sodexo to manage the delivery of campus dining services for UNC. The reason for the extension is the additional capital investment from Sodexo of \$2.5 million for incremental renovation costs for Holmes Dining Hall, bringing the total of Sodexo's capital investment for the project to \$5.5 million, including a yet-to-be-utilized investment commitment of \$3 million provided in the original agreement.

The original agreement provided for a total contract term of 20 years ending June 30, 2042. The agreement included a total provision of \$17 million in UNC dining services facilities. To-date, \$14 million of that amount has been utilized for the renovation of dining and retail areas in the University Center, construction of the Holmes Starbucks, and the renovation of Tobey-Kendel dining hall.

This amendment would extend that term to June 30, 2046, and amortize the value of the additional investment beginning July 1, 2026, through the new expiration date.

Copies of the previous agreement and amendments may be provided directly to Trustees upon request.



02/11/26

Responsible Staff

Date



President

2/11/26

Date

Board Action

Date

AMENDMENT

THE BOARD OF TRUSTEES FOR THE
UNIVERSITY OF NORTHERN COLORADO

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated January 27, 2026, is between THE BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO ("Client" or "University" or "UNC") and SODEXO AMERICA, LLC ("Sodexo" or "Vendor").

W I T N E S S E T H:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated March 18, 2022, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Service and Vending Service operations located at 501 20th Street, Campus Box 47, Greeley, Colorado 80639 and as further detailed in Exhibit D (collectively, the "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. Section 3.1, Term, is amended to reflect that the term of the Agreement is extended for an additional four (4) years commencing July 1, 2042 and continuing through June 30, 2046. 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 8.2) until amended by mutual written agreement of the Parties or until terminated by either Party pursuant to Sections 3.2 or 3.3, below, whichever is applicable.

2. The following is added to Article VII, Financial Arrangements, as Section 7.8

"7.8 Investment 6. Sodexo shall purchase equipment and renovate the Food Service in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) ("Investment 6"). Such amount shall include a Charge for the services of Sodexo's construction department in the amount of sixteen percent [16%] of Investment 6. The Charge for Sodexo's construction department services shall include engineering services, along with the overhead for such services. Sodexo shall amortize Investment 6 on a straight-line basis over twenty (20) years, commencing July 1, 2026. Such amortization shall be charged as an operating expense of the Food Service. Client shall own Investment 6, excluding proprietary equipment and signage utilized in the Food Service operation.

If prior to the complete amortization of Investment 6 any of the following events occur:

- (i) this Agreement expires or is terminated in whole or in part;
- (ii) this Agreement is amended and such modification has an adverse economic impact on Sodexo; or
- (iii) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then Client shall reimburse Sodexo, on the expiration date, or within five (5) days after receipt by either Party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (ii) or (iii) above, the unamortized portion of Investment 6. Client agrees to de-identify and, if applicable, remove any proprietary elements of Investment 6 as directed by Sodexo. Client shall, within five (5) days after Sodexo's request, execute a U.C.C. financing statement and Sodexo may put the same of record to secure its lien on the unamortized portion of Investment 6."

3. This Amendment is effective July 1, 2026, 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 in the first paragraph of this Amendment.

THE BOARD OF TRUSTEES FOR THE
UNIVERSITY OF NORTHERN
COLORADO

SODEXO AMERICA, LLC

By:

Blaine Nickeson
Associate Vice President for
Administration

By:

Kyle Schmella
Senior Vice President
Campus North America, West